City of Ramsey
Agenda
Revised
Regular City Council
Tuesday, June 27, 2017
7:00 pm
Council Chambers, 7550 Sunwood Drive NW

1. Call to Order

2. Presentation

3. Citizen Input

4. Consent Agenda

1. Receive May 2017 Financial Reports - General Fund and Enterprise Funds

2. Note the Following Boards and Commissions Meeting Minutes:
- Planning Commission Meeting Minutes Dated May 4, 2017
- Park and Recreation Meeting Minutes Dated May 11, 2017
- Environmental Policy Board Meeting Minutes Dated May 15, 2017
- Economic Development Authority Meeting Minutes Dated May 25, 2017

3. Approve the Following Meeting Minutes:
1. City Council Work Session dated 06/13/17
2. City Council Regular dated 06/13/17

4. Approve Rental Licenses

5. Award Contract for a Towing Vendor for the City of Ramsey

6. Adopt Resolution #17-06-152 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 8, 2017 through June 21, 2017

7. Adopt Resolution #17-06-146 Authorizing Partial Payment to New Look Contracting, Inc for IP 16-36 Business Park 95 Regional Stormwater Pond Outlet

8. Adopt Resolution #17-06-153 Authorizing Final Payment to DRC, Inc. for Ramsey Municipal Complex Site Demolition

9. Adopt Resolution #17-06-154 Authorizing Partial Payment to Park Construction Company for IP #16-54 Mississippi River Trail Phase III

10. Adopt Resolution #17-06-155 Authorizing Partial Payment to Park Construction Company for IP #16-54 Mississippi River Trail Phase III

11. Adopt Resolution #17-06-156 Approving a Development Agreement for Covenant Meadows (Project #17-02)

12. Adopt Resolution #17-06-157 Adopting a General Records Retention Schedule

5. Approve Agenda

6. Public Hearing

1. Public Hearing: Liquor license Request for Penalty Box Grill; Case of SM Enterprises (Canceled)

2. Public Hearing: PSD LLC Business Park: Consider Establishing TIF District 16 and Approving a TIF Agreement

7. Council Business

1. PSD LLC Business Park: Approve MOU Related to New Internal Public Roadway

2. PSD LLC Business Park: Accept Business Subsidy Application (Building #2) and **adopt Resolution #17-06-134 Calling for a Public Hearing by the City Council Regarding a Proposed Business Subside to be Granted to PSD, LLC.**

3. Adopt Resolution # 17-06-158 Providing for the Sale of $895,000 General Obligation Road Reconstruction Bonds, Series 2017A

4. Adopt Resolution #17-06-147 Accepting Bids and Awarding Contract for Improvement Project #17-03, 2017 Crackseal and Sealcoat Improvements

5. Adopt Resolution #17-06-148 Accepting Bids and Awarding Contract for Improvement Project #17-09, Bunker Lake Boulevard Utility Extensions

6. Adopt Resolution #17-06-149 Approving Plans and Specifications and Authorizing Advertisements for Bids for Improvement Project #17-04, Sunwood Drive Striping Improvements

7. Adopt Resolution #17-06-151 Approving Plans and Specifications and Authorizing Advertisements for Bids for Improvement Project #16-20, Riverdale Drive Extension from Traprock Street to Ramsey Boulevard

8. Adopt Resolution #17-06-159 Authorizing Staff to Commence an Action in Anoka County District Court Seeking an Order Re-vesting Title to Lot 2, Block 1, COR TWO, City of Ramsey

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session **4. 1.**

Meeting Date: 06/27/2017

By: Diana Lund, Finance

Information

Title

Receive May 2017 Financial Reports - General Fund and Enterprise Funds

Purpose/Background:

Purpose: Receive May monthly financial reports for the funds of: General, Water, Sewer, Street Lighting, Recycling and Storm Drainage.

Brief summary of actual revenues and expenditures-to-date in conjunction to adopted budget for the respective funds.

Action:

No action required. Informational only.

Attachments

May 2017 General Fund Financial Report - Budget to Actual

May 2017 Enterprise Funds Financial Reports - Budget to Actual

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:26 AM
Form Started By: Diana Lund		Started On: 06/16/2017 01:19 PM
Final Approval Date: 06/22/2017		

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2016 THROUGH PERIOD ENDING: May 31, 2017

GENERAL FUND EXPENDITURES - BY DEPARTMENT -

Dept	-CURRENT YEAR ADOPTED BUDGET-	CURRENT YTD GENERAL LEDGER
Admin	1,977,847.00	669,380.91
Com Dev	806,971.00	321,140.31
Contingency	180,448.00	-
Council	127,259.00	47,136.97
Finance	477,560.00	313,894.89
Fire	895,212.00	376,619.62
Legal	128,600.00	33,684.38
Police	3,453,477.00	1,300,086.58
Public Works	3,081,385.00	959,936.29
Grand Total	**11,128,759.00**	**4,021,879.95**

GENERAL FUND EXPENDITURES - BY CATEGORY -

Category	-CURRENT YEAR ADOPTED BUDGET-	-CURRENT YTD GENERAL LEDGER-
Capital Outlay	302,406.00	154,023.52
Debt Service	120,412.00	-
Other Services & Charges	2,631,607.00	721,733.44
Personal Services	7,249,034.00	2,871,023.33
Supplies	825,300.00	275,099.66
Grand Total	**11,128,759.00**	**4,021,879.95**

GENERAL FUND REVENUES - BY CATEGORY -

Category	-CURRENT YEAR ADOPTED BUDGET-	-CURRENT YTD GENERAL LEDGER-
Taxes	8,685,635.00	-
Charges for Services	619,462.00	200,073.07
Business Licenses/Permits	49,300.00	21,767.08
Fines and Forfeits	66,000.00	22,195.63
Federal Intergovernmental	7,500.00	-
State Intergovernmental	336,550.00	76,850.00
Interest	100,000.00	-
Local Intergovernmental	8,000.00	-
Miscellaneous	31,000.00	8,805.70
Non-Business Licenses/Permits	462,500.00	196,576.70
Transfers in	762,812.00	-
Grand Total	**11,128,759.00**	**526,268.18**

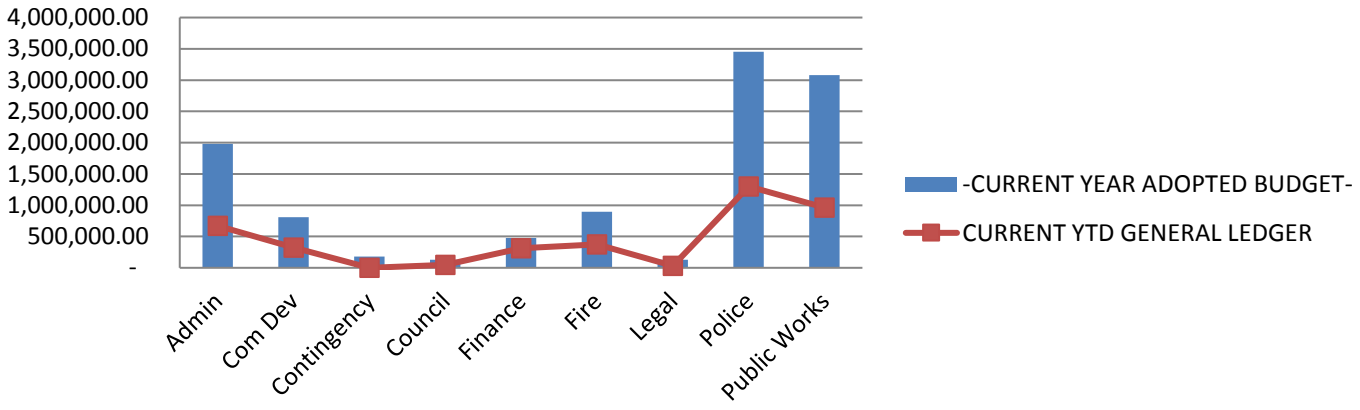
This report reflects year to date revenue and expenditures as compared to annual budget.
It does not reflect fund balance.

PREPARED BY: FINANCE DEPARTMENT

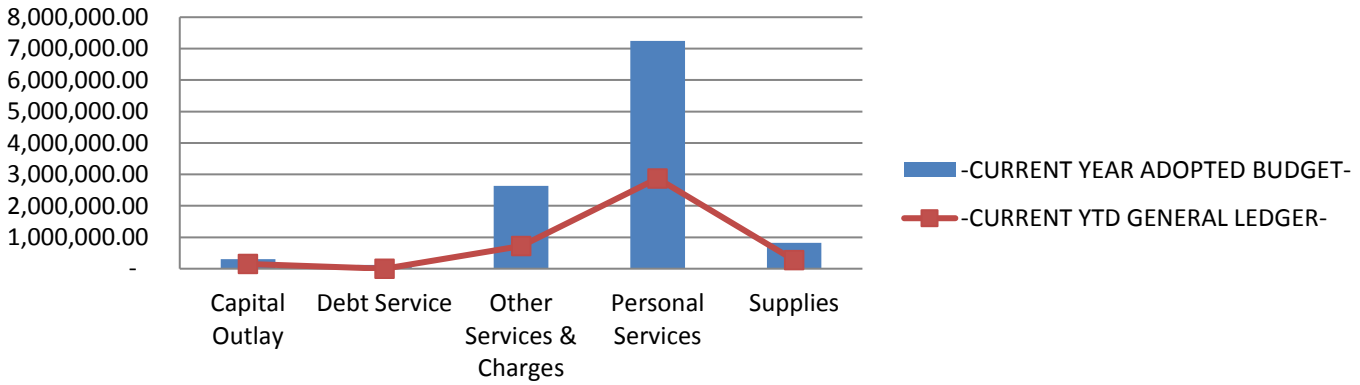
CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2016 THROUGH PERIOD ENDING: **May 31, 2017**

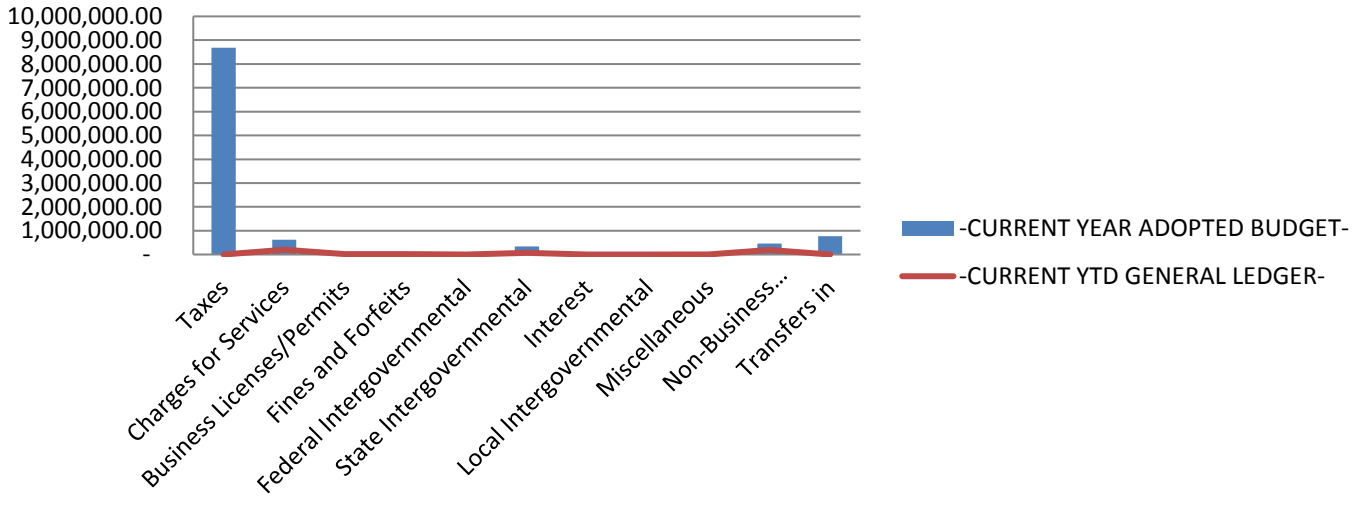
GENERAL FUND EXPENDITURES - BY DEPARTMENT



GENERAL FUND EXPENDITURES - BY CATEGORY



GENERAL FUND REVENUES



This report reflects year to date revenue and expenditures as compared to annual budget.
It does not reflect fund balance.

PREPARED BY: FINANCE DEPARTMENT

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2016 THROUGH PERIOD ENDING: May 31, 2017

REVENUES

BUSINESS UNIT 9601 WATER UTILITY

GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140	CREDIT CARD PROCESSING FEES	(12,000.00)	(2,460.06)	20.50%
4609	OTHER MISCELLANEOUS REVENUES	62,000.00	2,499.07	4.03%
4651	WATER REVENUE		171.93	0.00%
4652	WATER SALES - RESIDENTIAL	1,098,237.00	209,051.22	19.04%
4653	WATER SALES-COMMERCIAL	859,824.00	64,710.67	7.53%
4654	WATER PENALTIES	37,995.00	11,575.47	30.47%
4655	WATER METER INSTALLATION	10,000.00	6,160.00	61.60%
4656	WATER METERS	25,000.00	14,288.01	57.15%
4657	CONNECTION/RECONNECTION FEES	500.00	100.00	20.00%
4701	INTEREST ON INVESTMENTS	120,000.00	-	0.00%
4606	DEVELOPER FEES (WAC)		124,152.00	0.00%
Grand Total		**2,201,556.00**	**430,248.31**	

EXPENSES

BUSINESS UNIT 9601 WATER UTILITY

GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102	F.T. REGULAR-WAGES & SALARIES	223,557.00	66,730.99	29.85%
6103	FULL TIME-REGULAR-OVERTIME	13,500.00	4,149.61	30.74%
6105	TEMPORARY-WAGES & SALARIES	17,066.00	2,604.14	15.26%
6121	PERA CONTRIBUTIONS	17,779.00	5,788.77	32.56%
6122	FICA/MEDICARE CONTRIBUTIONS	19,574.00	6,196.71	31.66%
6131	GROUP INSURANCE	28,356.00	10,073.25	35.52%
6133	WORKERS COMP INSURANCE PREMIUM	8,914.00	-	0.00%
6208	MISCELLANEOUS OFFICE SUPPLIES	600.00	53.61	8.94%
6223	GASOLINE	3,500.00	754.40	21.55%
6225	DIESEL FUEL	4,500.00	1,175.25	26.12%
6229	SHOP MATERIALS	500.00	603.83	120.77%
6231	UNIFORMS & TURN-OUT GEAR	2,800.00	2,132.28	76.15%
6249	MISCELLANEOUS OPERATING SUPPLY	18,000.00	7,721.17	42.90%
6257	OTHER VEHICLE PARTS	7,000.00	763.01	10.90%
6273	UTILITY SYSTEM MAINT SUPPLIES	75,000.00	12,897.06	17.20%
6281	SMALL TOOLS & MINOR EQUIPMENT	6,000.00	188.03	3.13%
6292	WATER METERS FOR RESALE	40,000.00	29,079.62	72.70%
6315	MISCELLANEOUS PROFESSIONAL SER	190,000.00	4,643.11	2.44%
6322	POSTAGE	1,000.00	1,531.09	153.11%
6323	CELLULAR PHONES	3,000.00	678.79	22.63%
6335	TRAINING	1,500.00	965.00	64.33%
6352	GENERAL NOTICE & PUBLIC INFOR	700.00	-	0.00%
6361	GENERAL LIABILITY/PROPERTY INS	30,554.00	-	0.00%
6371	ELECTRIC UTILITIES	120,000.00	26,930.52	22.44%
6373	GAS	4,000.00	974.80	24.37%
6374	REFUSE/RECYCLING	700.00	222.58	31.80%
6381	BUILDING & STRUCTURE REPAIR	2,000.00	-	0.00%
6439	OTHER MISCELLANEOUS	53,000.00	50.00	0.09%
6451	MEMBERSHIP DUES	800.00	-	0.00%
6489	OTHER CONTRACTED SERVICES	72,000.00	7,381.08	10.25%
6722	DEPRECIATION	705,629.00	-	0.00%
6820	OPERATING TRANSFERS TO OTHER F	40,000.00	-	0.00%
Grand Total		**1,711,529.00**	**194,288.70**	

This report reflects year to date revenue and expenditures as compared to annual budget.
It does not reflect fund balance.

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2016 THROUGH PERIOD ENDING: May 31, 2017

REVENUES			
BUSINESS UNIT	**9601**	**WATER UTILITY**	
GENERAL LEDGER ACCOUNT	**CURRENT YEAR REQUESTED BUDGET**	**CURRENT YTD GENERAL LEDGER**	**-% of Budget-**

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2016 THROUGH PERIOD ENDING: May 31, 2017

REVENUES

BUSINESS UNIT	9602	SEWER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140	CREDIT CARD PROCESSING FEES	(11,000.00)	(2,735.35)	24.87%
4273	OTHER STATE GRANTS & AIDS		27,180.81	0.00%
4356	SEWER AVAILABILITY CHARGE-ADM	2,000.00	844.90	42.25%
4609	OTHER MISCELLANEOUS REVENUES	15,000.00	2,096.47	13.98%
4661	RESIDENTIAL-SEWER CHARGES	1,138,447.00	290,269.91	25.50%
4662	COMMERCIAL-SEWER CHARGES	350,745.00	88,683.41	25.28%
4663	SEWER PENALTIES	40,152.00	15,554.34	38.74%
4701	INTEREST ON INVESTMENTS	70,000.00	-	0.00%
4702	MISCELLANEOUS INTEREST	15,276.00	-	0.00%
4606	DEVELOPER FEES (WAC)		48,468.00	0.00%
Grand Total		**1,620,620.00**	**470,362.49**	

EXPENSES

BUSINESS UNIT	9602	SEWER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102	F.T. REGULAR-WAGES & SALARIES	147,861.00	24,886.68	16.83%
6103	FULL TIME-REGULAR-OVERTIME	-	226.60	0.00%
6105	TEMPORARY-WAGES & SALARIES	-	2,257.49	0.00%
6121	PERA CONTRIBUTIONS	11,090.00	2,088.70	18.83%
6122	FICA/MEDICARE CONTRIBUTIONS	11,404.00	2,157.83	18.92%
6131	GROUP INSURANCE	7,821.00	-	0.00%
6133	WORKERS COMP INSURANCE PREMIUM	4,799.00	-	0.00%
6223	GASOLINE	3,500.00	998.17	28.52%
6225	DIESEL FUEL	2,500.00	716.13	28.65%
6249	MISCELLANEOUS OPERATING SUPPLY	11,500.00	5,954.23	51.78%
6273	UTILITY SYSTEM MAINT SUPPLIES		960.70	0.00%
6275	OTHER EQUIPMENT PARTS	7,000.00	784.40	11.21%
6315	MISCELLANEOUS PROFESSIONAL SER	81,000.00	95.00	0.12%
6335	TRAINING	1,500.00	790.00	52.67%
6361	GENERAL LIABILITY/PROPERTY INS	18,540.00	-	0.00%
6371	ELECTRIC UTILITIES	15,000.00	3,642.97	24.29%
6373	GAS	3,000.00	622.74	20.76%
6374	REFUSE/RECYCLING	700.00	222.58	31.80%
6377	SEWER SERVICE CHARGE	755,600.00	377,799.90	50.00%
6489	OTHER CONTRACTED SERVICES	22,000.00	5,701.11	25.91%
6722	DEPRECIATION	498,397.00	-	0.00%
6820	OPERATING TRANSFERS TO OTHER F	34,000.00	-	0.00%
Grand Total		**1,637,212.00**	**429,905.23**	

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2016 THROUGH PERIOD ENDING: May 31, 2017

REVENUES

BUSINESS UNIT	9603	STREET LIGHT UTILITY	
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140 CREDIT CARD PROCESSING FEES	(2,500.00)	(451.91)	18.08%
4681 CHARGES FOR STREET LIGHTS	145,000.00	36,485.30	25.16%
4683 STREET LIGHTING PENALTIES	5,300.00	2,330.44	43.97%
4701 INTEREST ON INVESTMENTS	12,000.00	-	0.00%
4684 PRIORITY STREET LIGHT	45,000.00	12,634.38	28.08%
Grand Total	**204,800.00**	**50,998.21**	

EXPENSES

BUSINESS UNIT	9603	STREET LIGHT UTILITY	
GENERAL LEDGER ACCOUNT	CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6371 ELECTRIC UTILITIES	130,000.00	38,865.19	29.90%
6489 OTHER CONTRACTED SERVICES	12,000.00	5,701.11	47.51%
6722 DEPRECIATION	43,800.00	-	0.00%
6820 OPERATING TRANSFERS TO OTHER F	19,000.00	-	0.00%
Grand Total	**204,800.00**	**44,566.30**	

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2016 THROUGH PERIOD ENDING: **May 31, 2017**

REVENUES

BUSINESS UNIT	9604	RECYCLING UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140	CREDIT CARD PROCESSING FEES	(2,100.00)	(561.02)	26.72%
4287	OTHER LOCAL GOVERNMENT GRANTS	66,000.00	-	0.00%
4609	OTHER MISCELLANEOUS REVENUES	-	354.20	0.00%
4671	RECYCLING CHARGES	302,000.00	76,253.77	25.25%
4672	RECYCLING PENALTIES	8,000.00	3,441.62	43.02%
4701	INTEREST ON INVESTMENTS	2,000.00	-	0.00%
Grand Total		**375,900.00**	**79,488.57**	

EXPENSES

BUSINESS UNIT	9604	RECYCLING UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102	F.T. REGULAR-WAGES & SALARIES	20,288.00	5,416.80	26.70%
6103	FULL TIME-REGULAR-OVERTIME	-	775.86	0.00%
6104	PART TIME-WAGES & SALARIES	7,280.00	-	0.00%
6105	TEMPORARY-WAGES & SALARIES		236.74	0.00%
6121	PERA CONTRIBUTIONS	1,981.00	502.20	25.35%
6122	FICA/MEDICARE CONTRIBUTIONS	2,117.00	456.87	21.58%
6131	GROUP INSURANCE	2,110.00	-	0.00%
6133	WORKERS COMP INSURANCE PREMIUM	209.00	-	0.00%
6249	MISCELLANEOUS OPERATING SUPPLY	15,500.00	8,452.51	54.53%
6322	POSTAGE	400.00	88.09	22.02%
6489	OTHER CONTRACTED SERVICES	315,000.00	132,295.36	42.00%
6820	OPERATING TRANSFERS TO OTHER F	11,000.00	-	0.00%
Grand Total		**375,885.00**	**148,224.43**	

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

CITY OF RAMSEY
FINANCIAL STATEMENT

JANUARY 1, 2016 THROUGH PERIOD ENDING: **May 31, 2017**

REVENUES

BUSINESS UNIT	9605	STORM WATER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
4140	CREDIT CARD PROCESSING FEES	(3,500.00)	(961.05)	27.46%
4693	STORM WATER-RESIDENTIAL	474,000.00	118,513.29	25.00%
4694	STORM WATER-COMMERCIAL	465,800.00	114,370.29	24.55%
4695	STORM WATER-PENALTIES	18,102.00	7,412.30	40.95%
4701	INTEREST ON INVESTMENTS	10,000.00	-	0.00%
Grand Total		**964,402.00**	**239,334.83**	

EXPENSES

BUSINESS UNIT	9605	STORM WATER UTILITY		
GENERAL LEDGER ACCOUNT		CURRENT YEAR REQUESTED BUDGET	CURRENT YTD GENERAL LEDGER	-% of Budget-
6102	F.T. REGULAR-WAGES & SALARIES	126,773.00	13,656.34	10.77%
6105	TEMPORARY-WAGES & SALARIES	-	372.02	0.00%
6121	PERA CONTRIBUTIONS	9,508.00	1,064.16	11.19%
6122	FICA/MEDICARE CONTRIBUTIONS	9,724.00	1,052.38	10.82%
6131	GROUP INSURANCE	14,993.00	-	0.00%
6133	WORKERS COMP INSURANCE PREMIUM	3,516.00	-	0.00%
6223	GASOLINE	1,000.00	-	0.00%
6225	DIESEL FUEL	4,000.00	1,941.12	48.53%
6249	MISCELLANEOUS OPERATING SUPPLY	10,000.00	222.79	2.23%
6257	OTHER VEHICLE PARTS	8,000.00	2,475.82	30.95%
6315	MISCELLANEOUS PROFESSIONAL SER	60,000.00	107.50	0.18%
6361	GENERAL LIABILITY/PROPERTY INS	8,000.00	-	0.00%
6371	ELECTRIC UTILITIES	2,800.00	884.46	31.59%
6373	GAS	3,000.00	622.74	20.76%
6374	REFUSE/RECYCLING	700.00	222.58	31.80%
6451	MEMBERSHIP DUES	21,000.00	20,965.00	99.83%
6489	OTHER CONTRACTED SERVICES	20,000.00	5,701.13	28.51%
6722	DEPRECIATION	270,000.00	-	0.00%
6820	OPERATING TRANSFERS TO OTHER F	29,000.00	-	0.00%
Grand Total		**602,014.00**	**49,288.04**	

Note: The Finance Department has highlighted line items that may be trending towards exceeding budget OR not may not have been included in the adopted budget.

CC Regular Session **4. 2.**

Meeting Date: 06/27/2017

By: JoAnn Shaw, Community Development

Information

Title

Note the Following Boards and Commissions Meeting Minutes:

- Planning Commission Meeting Minutes Dated May 4, 2017
- Park and Recreation Meeting Minutes Dated May 11, 2017
- Environmental Policy Board Meeting Minutes Dated May 15, 2017
- Economic Development Authority Meeting Minutes Dated May 25, 2017

Attachments

Planning Commission 5.4.17

Park 5.11.17

EPB 5.15.17

EDA 5.25.17

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:22 AM
Form Started By: JoAnn Shaw		Started On: 06/14/2017 12:33 PM
Final Approval Date: 06/22/2017		

PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, May 4, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Randy Bauer Commissioner Bruce Anderson Commissioner Ralph Brauer Commissioner Cheri Gengler Commissioner Cindy Nosan Commissioner Patrick Surma Commissioner Gary VanScoy
Members Absent:	None
Also Present:	Community Development Director Timothy Gladhill City Planner Chris Anderson

1. CALL TO ORDER

Chairperson Bauer called the regular meeting to order at 7:00 p.m.

2. CITIZEN INPUT

None.

3. APPROVAL OF AGENDA

Motion by Commissioner VanScoy, seconded by Commissioner Surma, to approve the agenda as presented.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Surma, Anderson, Brauer, Gengler, and Nosan. Voting No: None. Absent: None.

4. APPROVE PLANNING COMMISSION MINUTES

4.01: Approve the Following Planning Commission Minutes:

4.01.1: Planning Commission Meeting Minutes Dated April 6, 2017

Motion by Commissioner Anderson, seconded by Commissioner Nosan, to approve the following minutes as presented: Planning Commission Meeting Minutes dated April 6, 2017.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Anderson, Nosan, Brauer, Gengler, and Surma. Voting No: None. Abstain: Commissioner VanScoy. Absent: None.

5. PUBLIC HEARINGS/COMMISSION BUSINESS

5.01: PUBLIC HEARING: Consider Approvals Related to a Request from Trott Brook Hall to Facilitate a Building Expansion at 17301 Nowthen Boulevard NW (Project #17-03), Case of Trott Brook Hall.

1. **Conditional Use Permit**
2. **Site Plan**
3. **Minor Plat**

Public Hearing

Chairperson Bauer called the public hearing to order at 7:02 p.m.

Presentation

City Planner Anderson presented the staff report stating the City has received an application from representatives of Trott Brook Hall (the "Applicant") for a Conditional Use Permit, Minor Plat and Site Plan to facilitate an expansion to their existing building located at 17301 Nowthen Blvd NW. The Minor Plat will consolidate the existing church parcel (17301 Nowthen Blvd NW), the adjacent parcel (17325 Nowthen Blvd NW), and a portion of 17455 Nowthen Blvd NW into one parcel to accommodate the proposed building expansion (together known as the "Subject Property"). The Conditional Use Permit addresses the religious institution in the R-1 Residential District. Staff recommends approving the requested CUP, Minor Plat, and Site Plan.

Citizen Input

Commissioner VanScoy questioned if staff had Findings of Fact for this Planning Case.

City Planner Anderson stated the “Whereas” statements within the Resolution were serving as the Findings of Fact for this Planning Case.

Rick Keillor, Trott Brook Hall representative, discussed the amazing growth Trott Brook has had in recent years. He noted additional space was needed for worship, classrooms and fellowship space. He explained an activity center was being proposed for the future.

Commissioner VanScoy asked if Mr. Keillor had any concerns with staff’s recommendations.

Mr. Keillor had not concerns with the recommendations being made by staff.

Motion by Commissioner VanScoy, seconded by Commissioner Nosan, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Nosan, Anderson, Brauer, Gengler, and Surma. Voting No: None. Absent: None.

Chairperson Bauer closed the public hearing closed at 7:13 p.m.

Commission Business

Motion by Commissioner VanScoy, seconded by Commissioner Anderson, to recommend that City Council adopt Resolution #17-05-101 approving a CUP, Minor Plat and Site Plan associated with a proposed expansion of Trott Brook Hall, subject to approval as to legal form by the City Attorney.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Anderson, Brauer, Gengler, Nosan, and Surma. Voting No: None. Absent: None.

5.02: Adopt Amended Resolution #16-12-217 and #16-12-218 Relating to an Approved Variance to Low Depth in Woodlands (Project #16-102); Case of Lennar Corporation

Presentation

City Planner Anderson presented the staff report stating in December of 2016, the Planning Commission adopted Resolutions #16-12-217 and #16-12-218 approving Findings of Fact favorable to Lennar Corporation (the "Applicant") and granting a Variance to the lot depth standard for a lot in the Woodlands subdivision. The Applicant is acquiring land from an adjacent property owner and that land was subject to the Preliminary Plat process as it had not previously been reviewed as part of the overall Woodlands site. Thus, the lot and block numbering sequence as part of the preliminary plat did not match the numbering sequence of the final plat. The purpose of this case is strictly administrative in nature as the specified legal description for the lot that was granted a variance has changed with the proposed final plat. Both the Findings of Fact and Variance reference Lot 2, Block 1 Woodlands 4th Addition; with the submittal of the final plat application, the lot is now legally described as Lot 15, Block 3. There are no changes to the terms of the documents themselves. Staff recommends approving the amended resolutions to update the legal description of the lot in question to match the final plat.

Commission Business

Motion by Commissioner VanScoy, seconded by Commissioner Surma, to recommend the City Council approve the amendment to Resolutions #16-12-217 and #16-12-218 to correct the legal description to Lot 15, Block 3 Woodlands 4th Addition to match the final plat.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Surma, Anderson, Brauer, Gengler, and Nosan. Voting No: None. Absent: None.

5.03: PUBLIC HEARING: Consider Recommendations for Riverstone Addition Located near Bunker Lake Boulevard and Puma Street; Case of Capstone Homes (Project No. 17-106)

1. **Adopt Ordinance #17-06 Approving Zoning Amendment to Planned Unit Development (PUD)**
2. **Adopt Resolution #17-05-102 Approving Preliminary Plat**

Public Hearing

Chairperson Bauer called the public hearing to order at 7:19 p.m.

Presentation

Community Development Director Gladhill presented the staff report stating the purpose of this case is to review a Preliminary Plat for a 293-lot subdivision (245 detached single-family and 48 townhomes). The Preliminary Plat also requires the approval of a Planned Unit Development (PUD). Staff reviewed the request in further detail and recommended approval of Ordinance #17-06 and Resolution #17-05-102.

Citizen Input

Steve Bona, Vice President of Land Development for Capstone Homes, presented further details to the Commission regarding his proposed development. He stated he was proud of the final Master Plan and commented on the details that were added to the proposed neighborhood. He described how the additional rooftops would assist in supporting The COR. He described the price point for the homes within this neighborhood and noted there was strong demand for this product. He reported the site would have several ponds and a trail corridor that would connect to the Lake Itasca Greenway. Mr. Bona then reviewed several housing styles and home variations with the Commission.

Commissioner Anderson suggested the developer consider adding porches to several of the housing styles.

Mr. Bona stated several of the models do have porch options.

Commissioner Anderson asked if the proposed houses would sit at the same elevation as the railroad tracks.

Mr. Bona discussed the housing topography and anticipated the housing would be slightly lower.

Chairperson Bauer questioned what type of material would be used to construct the berm.

Mr. Bona explained he would be using natural and organic material from the site for the berm.

Commissioner VanScoy asked if the applicant supported staff's recommendations.

Mr. Bona stated the recommendations had been discussed at length with staff.

Community Development Director Gladhill commented on the recommendations further and believed any of the outstanding issues could be resolved with the applicant prior to Final Plat approval. He stated staff was seeking policy direction regarding the street width and neighborhood design.

Chairperson Bauer stated his concern with the narrow streets was for the safety of the children that would be living in the neighborhood.

Community Development Director Gladhill noted that narrower streets do assist in calming traffic and stated on-street parking would be limited.

Mr. Bona commented he felt strongly about allowing the neighborhood to have narrow roadways (28 feet wide). He discussed five different neighborhoods that he recently developed with 28-foot-wide roadways. He reported these neighborhoods are properly served by all City services such as plows, Police and Fire vehicles. He understood the concern for safety but noted he also did not want to put down unnecessary pavement.

Commissioner Anderson stated he would like to 29-foot restricted roadway pursued by the developer.

Commissioner Nosan requested further information from staff on what would be allowed on a 29-foot restricted roadway.

Community Development Director Gladhill reported parking would only be allowed on one side of the street.

Commissioner Nosan questioned if the HOA would manage the garbage pickup.

Mr. Bona reported the garbage pickup would be managed by the HOA.

Commissioner Brauer believed drivers would drive more carefully if the roadway were narrowed.

Commissioner VanScoy requested further information on the sidewalk plan.

Mr. Bona reviewed the sidewalk plan with the Commission.

Commissioner VanScoy expressed concern with the safety of the children living in the neighborhood given the size of the stormwater retention ponds.

Further discussion ensued regarding the stormwater retention ponds.

Trevor Little, 14330 201st Avenue in Elk River, commented on the proposed park and trails within the development and asked if it would be public or private.

Community Development Director Gladhill stated the trails throughout the development would be public. He anticipated there would be more discussions regarding the recreation space.

Mr. Little asked if the houses adjacent to the berm would have a reduced price.

Mr. Bona anticipated the homes along the berm would be in high demand.

Commissioner VanScoy asked if Pearson Park would have parking.

Mr. Bona stated this park was planned to be a public park and noted it would have bump out parking.

Dennis _____, North Fork Company, 49431 Alpine Avenue North, explained he supported the proposed project. He asked what the future was for the existing Itasca Park.

Community Development Director Gladhill stated the City did not have an adopted Master Plan for Itasca Park. He anticipated the park would remain a trailhead and would be recreational and passive in nature.

Motion by Commissioner VanScoy, seconded by Commissioner Anderson, to close the public hearing.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Anderson, Brauer, Gengler, Nosan, and Surma. Voting No: None. Absent: None.

Chairperson Bauer closed the public hearing closed at 8:11 p.m.

Commission Business

Chairperson Bauer requested the approvals for the Ordinance and Resolution be granted separately.

Commissioner Brauer appreciated the great work that had been done between the developer and City staff on this development.

Motion by Commissioner Nosan, seconded by Commissioner Anderson, to recommend that City Council adopt Ordinance #17-06 approving the Zoning Amendment for Riverstone Addition.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Nosan, Anderson, Brauer, Gengler, Surma, and VanScoy. Voting No: None. Absent: None.

Community Development Director Gladhill commented on the architecture of the homes, roadway width, sidewalk plan and stormwater retention pond concerns that were raised by the Commission. He requested the Commission reach a consensus on these matters prior to approving the Preliminary Plat.

There was Commission consensus to support a 29-foot restricted roadway width.

Chairperson Bauer understood the development would have sidewalks on one side of the road throughout the entire development.

Commissioner VanScoy questioned why the developer had not considered sidewalks for both sides of the street.

Community Development Director Gladhill reported the developer was offered some flexibility though the PUD and for this reason, sidewalks were being proposed for only one side of the street.

Mr. Bona discussed how the lots would be impacted if sidewalks were required. He did not believe it was standard for developments to have sidewalks on both sides of the street and requested that sidewalks only be required on one side of the street. It was his opinion the development would be adequately serving pedestrians through by the sidewalks and trails in the neighborhood.

There was Commission consensus to support the proposed sidewalk plan.

There was Commission consensus to support the stormwater retention ponds as proposed.

Community Development Director Gladhill provided the Commission with several more housing options for the neighborhood, noting several homes would allow for front porches. He requested feedback from the Commission regarding the housing architecture.

Chairperson Bauer understood the developer had additional housing options that would allow for porches.

Commissioner Nosan believed the housing styles looked great.

Commissioner Brauer was pleased the developer had a large number of housing options for this neighborhood.

Commissioner Surma asked if the developer had any single level housing options.

Mr. Bona stated he did have a single level housing option available.

Motion by Commissioner Nosan, seconded by Commissioner Surma, to recommend that City Council adopt Resolution #17-05-102 approving the Preliminary Plat for Riverstone Addition subject to the Staff Review Letter.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Nosan, Surma, Anderson, Brauer, Gengler, and VanScoy. Voting No: None. Absent: None.

5.04: Review Architectural Design for Stonebrook Academy

Presentation

Community Development Director Gladhill presented the staff report stating the purpose of this case is to review the architectural design for Stonebrook Academy. It was noted the full site plan would be in front of the Planning Commission on June 1.

Commission Business

Chairperson Bauer asked what type of materials were being used on the backside of the building.

Community Development Director Gladhill commented on the amount if EIFS that would be used on the building. It was his hope a fiber panel could be used in lieu of the EIFS.

Commissioner VanScoy believed from a safety perspective the site would benefit from having a second exit. It was also his opinion the northeast corner of the building as not very attractive.

Commissioner Nosan stated she was very disappointed when she reviewed these plans and would like to see the plans improved given the fact this building would be located in The COR. She believed the roof should be higher and wanted to see more architectural style brought into the building façade.

Commissioner Anderson agreed the building exterior needed enhancing. He stated the building would be in a high visibility area and encouraged the developer to reconsider the building elevations to more closely match the existing buildings within The COR.

Commissioner Gengler recommended the building exterior be elevated to more closely match the existing buildings within The COR. For safety purposes, she stated she did not want to see a second entrance onto Sunwood Drive.

Chairperson Bauer supported Commissioner Gengler and believed a second entrance point was not wise.

Commissioner Brauer stated he was insulted by the proposed project plans. He explained that the Planning Commission had bent over backwards to get Stonebrook Academy into The COR. He recommended staff speak with the applicant on ways to dramatically enhance the exterior of the proposed building.

Commissioner Surma recommended the applicant consider returning to their original plans for the site.

Community Development Director Gladhill thanked the Commission for their input and stated he would bring the concerns expressed to the applicant.

Motion by Commissioner VanScoy, seconded by Commissioner Surma, to not approve the architectural design for Stonebrook Academy and to direct staff to discuss new plans with the applicant that were more architecturally consistent with The COR.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Surma, Anderson, Brauer, Gengler, and Nosan. Voting No: None. Absent: None.

5.05: Review Concept Plan for Sharp Industrial Building at 14251 Jaspar Street NW; Case of Sharp & Associates

Presentation

Community Development Director Gladhill presented the Staff Report stating the purpose of this case is to consider a concept plan for a new industrial development near the City's Public Work Campus. The Planning Commission previously reviewed this project under a different developer known as Platinum Properties. The main tenant of the current project remains Adrenaline Sports Center. The project is proposed on City-Owned land, so the Planning Commission is asked to review the concept prior to approval of a Purchase Agreement. The intended use appears to be generally in line with the Comprehensive Plan and Zoning Code. Staff recommends that the City approve the concept plan for purposes of entering into a Purchase Agreement.

Commission Business

Commissioner Surma stated he appreciated the great design provided by the applicant and indicated he fully supported the project.

Commissioner Brauer agreed.

Motion by Commissioner Anderson, seconded by Commissioner Surma, to recommend that City Council approve the concept plan for purposes of entering into a Purchase Agreement.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners Anderson, Surma, Brauer, Gengler, Nosan, and VanScoy. Voting No: None. Absent: None.

6. COMPREHENSIVE PLAN UPDATE ITEMS

Community Development Director Gladhill updated the Planning Commission on the Comprehensive Plan.

7. COMMISSION / STAFF INPUT

7.01: Receive Staff Update

The Staff Update was noted.

7.02: Zoning Bulletins

Zoning Bulletins were noted.

8. ADJOURNMENT

Motion by Commissioner VanScoy, seconded by Commissioner Surma, to adjourn the meeting.

Motion Carried. Voting Yes: Chairperson Bauer, Commissioners VanScoy, Surma, Anderson, Brauer, Gengler, and Nosan. Voting No: None. Absent: None.

The regular meeting of the Planning Commission adjourned at 8:54 p.m.

Respectfully submitted,

_____

Tim Gladhill
Development Services Manager

ATTEST:

_____

JoAnn Shaw
Planning Division Secretary

Drafted by Heidi Guenther
TimeSaver Off Site Secretarial, Inc.

PARK AND RECREATION COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Park and Recreation Commission conducted a regular meeting on May 11, 2017 at MnDOT Wayside Rest – 9220 Highway 10 NW.

Commission Members Present:	Acting Chair Brandon Sis Commissioner Russell Bayer Commissioner Andrew Fyten Commissioner Jennifer Leistico Commissioner Charles Tchuinkwa (arrived at 6:40 p.m.) Commissioner Jon Trappen
Commission Members Absent:	Chair Shane Bennett (excused)
Also Present:	Parks & Assistant Public Works Superintendent Mark Riverblood Steve Bona, Capstone Homes

1. CALL TO ORDER

Acting Chair Sis called the Park and Recreation Commission meeting to order at 6:32 p.m.

2. CITIZEN INPUT

Mr. Nathan Barton, a Ramsey resident, stated he came to the meeting regarding the landfill on Alpine. He asked about the feasibility of turning it into a park. He has seen a similar park in Virginia Beach. He was invited by Mr. Riverblood to attend the meeting. He looked at a report from the Minnesota Pollution Control Agency (MPCA) which rates all similar facilities with risk scores. There are 112 landfills on the most recent list. The overall risk score of this area is low compared to others.

Mr. Riverblood noted in the early years, before the landfill was capped a sliding or ski hill was considered. Thereafter, the MPCA took over management of the area as a Superfund Site. There was significant ground water contamination, there is three feet of sand above the membrane, and gases continue to be emitted at the site. MPCA is very concerned about liability and possibly too concerned about liability. It is however, worth pursuing for recreational or passive usage, perhaps even if for a massive wildflower planting. The site has been settling and it may be 50-100 years before the MPCA puts the site into some productive use. He suggested Mr. Barton continue to research the potential for public use and report back to the Commission—Mr. Barton agreed.

3. APPROVE AGENDA

Motion by Commissioner Fyten, seconded by Commissioner Trappen, to approve the Park and Recreation Commission meeting agenda as presented.

Motion carried. Voting Yes: Acting Chair Sis, Commissioners Fyten, Trappen, Bayer, and Leistico. Voting No: None. Absent: Chair Bennett and Commissioner Tchuinkwa.

Commissioner Tchuinkwa arrived at the meeting at 6:40 p.m.

4. APPROVE MINUTES

4.01: Approve Park and Recreation Commission Meeting Minutes

Motion by Commissioner Trappen, seconded by Commissioner Bayer, to approve the following Park and Recreation Commission Regular Meeting Minutes:

1) Park and Recreation Commission Regular Meeting Minutes dated April 13, 2017.

Motion carried. Voting Yes: Acting Chair Sis, Commissioners Trappen, Bayer, Fyten, Leistico and Tchuinkwa. Voting No: None. Absent: Chair Bennett.

5. COMMISSION BUSINESS

5.01 Park Dedication Recommendation for Riverstone – Capstone's Proposed Subdivision

Mr. Riverblood reviewed that staff continues to support Park Dedication for the trail corridor which shall become a part of the future Lake Itasca Greenway between the Lake Itasca Community Park and The COR. The calculations are shown in the table provided by Capstone (the numbers have not been verified as yet). The first item, *Land shall not be identified as a cash amount for this 14' foot trail easement. If Capstone wishes Park Dedication credit, the acreage shall be credited, and the associated cash balance will be adjusted by the percentage of land the trail easement fulfils.

The options provided are:

1. Outlot C – Not Credit Eligible – Matches Existing Parks and Trail Plan and Park Development Policy – Staff can continue to support this alternative, as it is believed that Capstone will develop the mini-park as proposed without Park Dedication credit, thus serving their development, and accordingly not impact the City's General Fund budget operational cost for park maintenance. However, if the mini-park is owned by the homeowner's association, the public may be excluded. There can be a tangible benefit to a "recreational node" alongside the future Lake Itasca Greenway.

    a. $0 credit for Outlot C
    (Cash Park Dedication credit to be applied for development of the Lake Itasca Park)

    b. O & M impacts begin 2+ years (for Lake Itasca park)
    c. Lake Itasca Park (development initiated in 1-5 years)

a. Parking lot (and potential one-leg of round-a-bout)
b. Canoe/Kayak kiosk
c. Pier with seating at lake (existing CIP project)
d. Playground Equipment
e. Pavilion
f. Athletic Fields (future)
g. Other

d. Splash Pad and Park Improvements in The COR (development 2-5 years)
e. Lake Itasca Greenway Improvements – east of Puma Street (2-5 years)

Option 2 – Outlot C or Park C – Primarily Credit Eligible – May 11, 2017 Staff Recommendation *provided* the mini-park development "unique" (nature-based play) and ancillary to greenway trail (either contiguous, or effective and safe pedestrian crossing of adjoining street). No land credit for the mini-park area is calculated under this scenario, as the developer is requesting the mini-park and deviation from the Park Plan and Park Development Policy. The land dedication for the mini-park (approximately one acre) is thoroughly consistent with the requirements of Planned Unit Development (PUD), which is the land use mechanism under which Riverstone is to be developed.

Park C or Outlot C	Park Ded.
Nature Based Playground	$100,000
Landscaping, irrigation (with H^2O feature for play area)	$100,000
Pavilion	$50,000
Parking (parallel to street)	$4,620
Pedestrian safety treatments (50% Park Ded. 50% developer)	$5,000
Benches(4)	$7,680
Drinking fountain and mister w pet attachment	$8,000
Water and sewer services/stubs (developers expense)	
Sidewalk(s) along Park C (developers expense)	
Total not-to-exceed Park Dedication credit amount	**$275,300**

a. Max Credit - $275,300 (if other improvements are desired by the development e.g. monument/sign, these shall be at the developer's expense).

The Development Agreement (DA) shall specify that the park shall be developed as a Stage I improvement and be substantially complete by August 1, 2018. Additionally, all improvements

and specifications shall be pre-approved by the City, with the Developer bearing all costs of bidding, administration, permitting (if any) as well as construction administration. The park construction agreement (DA) will be a reimbursable project, with the developer paying all cash Park Dedication owed, with the City issuing associated payment for each improvement as they are completed and accepted – for a total not-to-exceed amount of $275,300,

b. O & M impacts: Development Agreement specifies homeowner's association provides all mowing services, fertilization and fall or spring leaf pick-up. City forces provide all other maintenance.

c. Lake Itasca Park (development initiated in 3-10 years)

i. Parking lot (and potential one-leg of round-a-bout)
ii. Canoe/Kayak kiosk
iii. Pier with seating at lake (existing CIP project)

Staff is requesting a recommendation from the Commission either this evening or on June 9, 2017. The Community Park should provide the neighborhood park functions as well as the community park functions. The mini park proposed at Outlot C will be of primary benefit to the Riverstone residents. Staff is recommending Option 2. Mr. Riverblood reviewed the breakdown of the $275,300 not-to-exceed Park Dedication credit amount.

The differences between the original proposal and Option 2 were reviewed. The lots would be 65 feet wide rather than 80 feet wide.

Mr. Steve Bona reviewed the drawing and provided background information on Capstone Homes, and the proposed Riverstone subdivision. The planning process began many months ago. They are trying to get final plat approval in June-July timeframe and start construction in July. The park would be part of Phase I of the project. The property is zoned R-2 which is meant for the smaller lots. A consultant was used to help plan the development as far as lot sizes, home sizes, pricing, etc. There will be a homeowner's association. These are not standard single family lots. There will be three different project types. Some of the lots are 50 feet wide. Mr. Bona feels there is a need for a park close to the homes. When completed there will be 300 units. The neighborhood was designed with the park in mind. The original proposal made to the City included three greenspace areas/parks. One greenspace was removed from the proposal on the south side of the property. The park will cost $483,000 to build and the developer was requesting park credit for $300,000. The developer will provide the improvements to the park area. The pad will cost $146,000. The credit for the trail was $182,000. $867,000 in total improvement costs and the developer is requesting $483,000 in park credits.

Acting Chair Sis asked what benefit it is for the City to be involved in the mini park (Outlot C).

Mr. Bona stated the trail and mini park cannot be constructed without the credits for Park Dedication from the City. The developer is paying over $1M to bring in the infrastructure into the property.

Mr. Riverblood asked Mr. Bona to respond to Chair Sis, and say what the benefit of the private open space/park is to the City. Also, he clarified that there is no relationship between bringing in sewer and water, to the Park Dedication issue.

Mr. Bona stated the park cannot be constructed without the street. Residents from outside the neighborhood will be using the park especially when the trail is completed and Lake Itasca is in place.

Acting Chair Sis stated he thought the trail to Lake Itasca would be more of a direct route, similar to what was in the original plan.

Mr. Riverblood stated with regard to the development the trail it is somewhat out of alignment. This was a concession made. Mr. Riverblood disagrees when the developer says there cannot be a park without a street or utilities—the street and utilities will still be built without respect what occurs with Outlot C.

Commissioner Trappen is concerned with the HOA.

Mr. Bona stated the park would be City property and maintained by the HOA.

Commissioner Trappen does not believe people outside the community will go into the park if they do not live in the area.

Mr. Bona stated the park is one acre and to maintain it is not substantial and will be maintained by the HOA.

Acting Chair Sis stated he would be in favor of Option 1 and the City take the Park Dedication and use it for larger parks.

Mr. Bona stated the park cannot be built if no credits are received.

Mr. Riverblood pointed out there was more than one precedent prior that constructed private parks without Park Dedication credit, and clarified that the developer's statement that 'no development this size has ever been in Ramsey' is not entirely accurate. The 1,200 acre North Fork PUD has many green space areas and a fully developed private park and maintains it.

Commissioner Leistico stated a compromise would be to have the park along the edge of the plat [along Puma] and this plan does not show a direct path to the park. It is an indirect path and not an inviting thoroughfare, and no access for wildlife.

Mr. Riverblood stated City Staff supports either Option presented. Another sketch plan was received for 151 units near Lake Itasca, on the east side of Puma Street, and when platted would provide even more justification for aligning the Capstone Park Dedication monies towards the Community Park.

Commissioner Trappen believes there is some middle ground.

Mr. Riverblood explained Option 1 and noted that option does not credit Park Dedication for what the developer is proposing for Outlot C. This matches existing Parks and Trail Plan and Park Development Policy. Option 2 would allow for a $275,300 Park Dedication credit.

Mr. Bona stated one caveat with respect to Option 2 would be the "nature based" playground—if it costed more than $100,000, they would insist on more credit. They do not know the cost for a nature based playground. Mr. Riverblood clarified Option 2 includes the items listed as a not-to-exceed amount with no caveat.

Commissioner Trappen asked if the plan is set in stone.

Mr. Bona said it is for the most part but if agreement cannot be met, the park will be removed and single-family lots being in its place.

Commissioner Trappen asked if the ponds could be relocated and the path be relocated which would make more sense. He believes the children need a place to play.

Acting Chair Sis suggested an Option 3 where the developer would come back with a revised proposal creating more of a corridor passageway, and shifting the street to allow the mini park to be adjacent to the trail.

Mr. Bona asked how wide the trail needs to be and Acting Chair Sis stated a more direct route would appear wider.

Mr. Riverblood stated 35 feet of greenspace along the trail would be appropriate for this location.

Mr. Bona stated there is a lot of information on the small piece of paper containing the drawing—the trail corridor is wider than it appears.

Commissioner Trappen would like to see a greenway plan more realistic as to what was seen originally.

Mr. Bona stated the pond can be reviewed. The pond will be quite deep because material will need to be removed to fill in the property. The wetlands will not be affected. Mr. Bona stated if the pond was made smaller, material would need to be brought onto the site and that is expensive. If basements are to be on the homes the site needs to be raised.

Commissioner Tchuinkwa asked what is wrong with Option 1.

Mr. Bona stated the developer can't give Park Dedication funds AND build a park on the site.

Acting Chair Sis asked if the park could be just greenspace.

Mr. Bona stated the park is equivalent to 4 home lots. The owner of the company will build 4 homes if there is not the park.

Commissioner Trappen stated if the plan could be altered pursuant to the Commission's suggestions he would be supportive.

Mr. Riverblood stated a special meeting could be held to review, or the June 9 regular Commission meeting precedes the Preliminary Plat approval scheduled for June 13 with the City Council.

Acting Chair Sis stated if an Option 3 is not acceptable he would be in favor of Option 1. The consensus of the Commission was for an Option 3, pursuant to the discussion and suggestions of the Commissioners. Mr. Riverblood stated that, when the City receives Option 3, it will be sent out to the Commission and a special meeting could be scheduled.

Motion by Commissioner Fyten, seconded by Commissioner Trappen, to table consideration to look at an Option 3, including a modified route of the trail as well as the pond features, to locate the mini park and trail to be more inviting to those outside the immediate area and providing some Park Dedication credits as proposed in Option 2.

Motion carried. Voting Yes: Acting Chair Sis, Commissioners Fyten, Trappen, Bayer, Lestico, and Tchuinkwa. Voting No: None. Absent: Chair Bennett.

Mr. Bona noted this is to be an affordable development for the residents and the City's help is needed to make this happen.

5.02: Review Goals and Strategies within Ramsey's Chapter 10 of the Comprehensive Plan

Parks & Assistant Public Works Superintendent Riverblood reviewed the purpose of this case is to review the Goals and Strategies within the City's existing Comprehensive Plan, relating to parks, trails and open space. The review will be helpful in the context of the update to the Comprehensive Plan (underway now) and also as the Park and Recreation Commission begins the Master Park Plan endeavor.

Mr. Riverblood suggested this be tabled to the June meeting when Chair Bennett will be present

Motion by Commissioner Lestico, seconded by Commissioner Fyten, to table review of goals and strategies within Ramsey's Chapter 10 of the Comprehensive Plan until the June Commission Meeting.

Motion carried. Voting Yes: Acting Chair Sis, Commissioners Lestico, Fyten, Bayer, Tchuinkwa and Trappen. Voting No: None. Absent: Chair Bennett.

6. COMMISSION/STAFF INPUT

Parks & Assistant Public Works Superintendent Riverblood provided updates on the following:

Update on the Comprehensive Plan – Mr. Riverblood stated there was a Steering Committee meeting on Monday to summarize what was heard from the community. More has been heard on trails and trail connections and pedestrian safety than park development. The Comp Plan Steering Committee will be present at the July 13 concert at The Draw to further interact with the residents.

Update on Master Parks Plan – Mr. Riverblood stated work is beginning on the master parks plan. The Athletic Association will be involved throughout the process for their input.

Rec Programming Report – Programs are continuing to be planned. There were 90 attendees at Movie Night. Commissioner Bayer stated he was there, and heard people were interested in more Movie Night events.

Inspect the Mississippi River Trail (following discussion and adjournment)

7. ADJOURNMENT

Motion by Commissioner Fyten, seconded by Commissioner Bauer, to adjourn the meeting.

Motion carried. Voting Yes: Acting Chair Sis, Commissioners Fyten, Bayer, Lestico, Tchuinkwa and Trappen. Voting No: None. Absent: Chair Bennett.

The Park and Recreation Commission meeting adjourned at 7:45 p.m.

Respectfully submitted,



_____

Mark Riverblood
Parks & Assistant Public Works Superintendent

Drafted by Debbie Wolfe
TimeSaver off Site Secretarial, Inc.

ENVIRONMENTAL POLICY BOARD
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

On Monday, May 15, 2017, the Environmental Policy Board (EPB) met in the COR Conference Room at the Ramsey Municipal Center, 7550 Sunwood Drive N.W., Ramsey, Minnesota.

Members Present:	Chairperson Thomas Stodola Board Member Jane Covart Board Member Michael Hiatt Board Member Lucas Trossen Board Member Michael Valentine
Members Absent:	Board Member Colleen Anderson Board Member Reid Bernard
Also Present:	City Planner Chris Anderson

1. CALL TO ORDER

Chairperson Stodola called the meeting to order at 6:30 p.m.

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Motion by Board Member Hiatt and seconded by Board Member Covart to approve the agenda as submitted.

Motion carried. Voting Yes: Chairperson Stodola, Board Member Hiatt, Covart, Trossen, and Valentine. Voting No: None. Absent: Board Member Anderson and Bernard.

4. APPROVE MINUTES

4.01: Approve Meeting Minutes Dated April 17, 2017

Motion by Board Member Covart and seconded by Board Member Hiatt to approve the regular meeting minutes dated April 17, 2017.

Motion carried. Voting Yes: Chairperson Stodola, Board Member Covart, Hiatt, Trossen, and Valentine. Voting No: None. Absent: Board Member Anderson and Bernard.

5. POLICY BOARD BUSINESS

5.01: Appoint Chairperson and Vice Chairperson

Chairperson Stodola opened the floor for nominations for the position of Chairperson

Motion by Board Member Hiatt and seconded by Board Member Valentine to nominate and appoint Thomas Stodola as Chairperson of the Environmental Policy Board through March 2018.

Motion carried. Voting Yes: Chairperson Stodola, Board Member Hiatt, Valentine, Covart, and Trossen. Voting No: None. Absent: Board Member Anderson and Bernard.

Chairperson Stodola opened the floor for nominations for the position of Vice Chairperson.

Motion by Board Member Hiatt and seconded by Chairperson Stodola to nominate and appoint Michael Valentine as Vice Chairperson of the Environmental Policy Board through March 2018.

Motion carried. Voting Yes: Chairperson Stodola, Board Member Hiatt, Covart, Trossen, and Valentine. Voting No: None. Absent: Board Member Anderson and Bernard.

5.02: Consider Landscape Plan for Stonebrook Academy

City Planner Anderson presented the staff report. He stated that the City has received an application for Final Plat and Site Plan for Stonebrook Academy, a proposed 8,800 square foot building for a new child care center to be located west of Sunwood Village between Sunwood Drive and Veterans Drive. The purpose of this case is to review the proposed Landscape Plan for the project. He stated that The COR Design Framework emphasizes landscape improvements for the "streetscape" and is less prescriptive for the private property. He stated that streetscape elements would include sidewalks, boulevards, and boulevard plantings.

Chairperson Stodola stated that the staff review letter seemed to be very detailed and thorough and did not notice any additional items that would be needed.

Board Member Stodola stated that he was pleased to see the water efficient technologies mentioned.

City Planner Anderson stated that the previous week the City Council adopted an ordinance that repealed the language that required irrigation and included language regarding the water efficient technologies.

Motion by Board Member Hiatt and seconded by Board Member Valentine to recommend approval of the Landscape Plan contingent on compliance with the Staff Review Letter.

Motion carried. Voting Yes: Chairperson Stodola, Board Member Hiatt, Valentine, Covart, and Trossen. Voting No: None. Absent: Board Member Anderson and Bernard.

5.03: Consider Tree Preservation Plan related to Sketch Plan for Estates of Silver Oaks 2nd Addition

City Planner Anderson presented the staff report. He reported that the City has received a Sketch Plan for a proposed eight lot subdivision to be known as the Estates of Silver Oaks 2nd Addition.

He stated that the site is located east of TH 47 and north of 162nd Lane. He noted that normally a Sketch Plan includes a simple layout of lot configuration for initial review and feedback from the Planning Commission, however this submittal was more detailed in nature and did include a Tree Preservation Plan. He stated that the site is currently zoned R-1 Residential (Rural Developing) and thus, as proposed, a zoning amendment and Comprehensive Plan amendment would also be needed. He reviewed the adjacent land uses, noting that the land surrounding the property is mostly developed. He confirmed that the site is serviced by City utilities for water and sewer.

Chairperson Stodola asked for more information on the building currently located on the large lot.

City Planner Anderson stated that there is an existing foundation but was unsure if there was at one time a home that has been removed.

Board Member Covart stated that it seems that there is a barn on the site that has not been well maintained.

City Planner Anderson stated that more detailed information will be provided as the process moves forward and he simply wanted to bring the Board up to speed on the potential development. He stated that this would be an opportunity for the Board to provide input.

Board Member Hiatt stated that there are some high-quality Oak trees in that area and it would be nice to see as many of those remain as possible.

City Planner Anderson confirmed the consensus of the Board that the high quality continuous Oak trees should be preserved to the extent possible.

Chairperson Stodola asked the timeline for this project.

City Planner Anderson stated that this would depend on the feedback that is received throughout this review. He noted that the project would require a Comprehensive Plan amendment and therefore the process will take longer because of the approval that would be needed from the Metropolitan Council. He provided examples of other projects in Ramsey that the developer has been a part of.

5.04: Update on Mayors for Monarchs Pledge and Kick-Off Planting

City Planner Anderson presented the staff report. He stated that staff continues to work on a Mayors for Monarchs Mayoral Pledge Signing event to "kick-off" the City's pollinator initiative. He stated that staff has met with representatives from the U.S. Fish and Wildlife Service on a potential partnership to complete a pollinator planting project in Lake Itasca Park. The City is aiming for an early June planting event that would lead into a larger, broader project along the Itasca Trail. He stated that while details of the project are still being worked through, staff wanted to provide the Board with a brief update on the Monarch Trail Action Plan prepared by the U.S. Fish and Wildlife Service, since it is likely that the initial planting event will be completed prior to the next EPB meeting. He stated that the communications staff is working with the elementary school and Ramsey Rangers program to organize a coloring contest as an outreach opportunity.

6. BOARD / STAFF INPUT

City Planner Anderson reported that the spring recycling event was held about a week ago and seemed to be well attended. He provided an update but noted that he did not have an exact count of vehicles. He stated that he did receive positive feedback from those that did come to the event.

7. ADJOURNMENT

Motion by Board Member Valentine and seconded by Board Member Covart to adjourn the meeting.

The meeting adjourned at 7:07 p.m.

Respectfully submitted,

_____

Chris Anderson
City Planner

ATTEST:

_____

JoAnn Shaw
Community Development Secretary

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, May 25, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Jim Steffen Member Phillip Brunt Member Brian Burandt Member Chris Riley Member Wayne Skaff Member Kristine Williams (arrived at 7:38 a.m.)
Members Absent:	Member Glen Hardin
Also Present:	Patrick Brama, Econ. Dev. Mgr/Assistant City Administrator Tim Gladhill, Development Services Manager

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:35 a.m.

2. APPROVE AGENDA

Motion by Member Skaff, seconded by Member Brunt, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Brunt, and Riley. Voting No: None. Absent: Members Hardin and Williams.

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated April 13, 2017

Motion by Member Steffen, seconded by Member Skaff, to approve the April 13, 2017, minutes as presented.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Brunt, Riley, and Skaff. Voting No: None. Absent: Hardin and Williams.

4. EDA BUSINESS

4.01: Review Planning Commission Recommendation for The COR Interim Development Plan

Community Development Director Gladhill presented the staff report.

Member Williams arrived at 7:38 a.m.

Chairperson Steffen asked if this plan includes more or less retail than the original plan.

Community Development Director Gladhill noted that this plan has slightly less retail but identified two other areas that have available space for retail. He noted that the Planning Commission feels that it would be a better balance.

Chairperson Steffen asked if there was a negative opinion of retail in this area from The COR panel.

Community Development Director Gladhill stated that there are challenges and barriers to the retail market. He explained that The COR will not be a Riverdale or Elk River, but the focus should instead be a unique business incubator.

Member Skaff asked the plans for the open land in the downtown area.

Community Development Director Gladhill stated that there would still be a mix of uses along Sunwood Drive between retail and residential with a focus on high density residential. He noted the relationship needed between residential and the success of the transit with the commuter rail.

Chairperson Steffen asked if the document would change any zoning.

Community Development Director Gladhill stated that the zoning would not change as the mixed use allows for a multitude of uses. He stated that some simple adjustments can be made to the subdistrict boundaries which allows more flexibility.

Member Williams stated that the document makes some strong statements in regard to retail and asked if the EDA is comfortable publishing that and making it public. She stated that while the City has not been able to attract the desired retail that is indicative of the market. She noted that there are two places in the vision statement that state no "big box" retail and asked if the EDA is comfortable with that.

Community Development Director Gladhill stated that he would support tweaking that language, as the vision statement became more focused on the northwest quadrant. He believed that the Planning Commission would support "big box" retail in the right opportunity. He explained that the Planning Commission wanted to attract more unique opportunities but would still be open to "big box" retail as well.

Chairperson Steffen stated that the City has been open to "big box" retail for 15 years and did not see any reason to detract from that option now.

Community Development Director Gladhill stated that perhaps the statement be tweaked to remove the portion disallowing "big box" retail and instead encouraging smaller incubator retail destinations.

Member Riley stated that the market will dictate the choice the City will have and noted that there are several statements that push the smaller unique retail that would have a higher rate of turnover. He noted that he would prefer to have more established names in terms of retail that would most likely have a higher rate of success.

Member Burandt agreed that the statement should instead say that the City will embrace market driven opportunities as they come, rather than trying to attract businesses that would have a higher rate of turnover.

Member Riley stated that this is a first draft of a document that the EDA has not yet had input on and therefore this is a great discussion.

Community Development Director Gladhill noted that the Planning Commission has spent a lot of time attempting to develop a plan broad enough to go over the entire development but advised that this is still a draft. He noted that he does like the idea of embracing market driven opportunities as they come but stated that perhaps the vision statement is not the right place for that item. He instead suggested putting talking points from each group under each section as the discussions continue.

Member Riley recognized the change in the mixed-use definition, noting that the idea has been switched as the vertical mixed use did not seem to be a success. He stated that parking is another area that the group should discuss. He noted that although the City prefers structured parking, the market would most likely support that notion. He stated that because the market would not support additional structured parking, that would require City funds to make that a reality. He stated that the floor area ratio has been changed but the document suggested that it should be changed back. He provided an example of a development that did not include structured parking and still provided a good product. He noted that going back to the original ratio would not allow additional developments of that nature.

Community Development Director Gladhill noted that there are discussions currently to determine whether there would be a return on investment for the City to invest in that type of infrastructure. He noted that while that policy discussion is occurring, the parking ramps have been left off this plan for the time being. He noted that the Planning Commission mentioned that during peak times it can be difficult to find parking near areas like Acapulco. He confirmed that the City is flexible in terms of parking, whether that be surface or ramp.

Member Riley stated that the EDA should weigh in further on parking. He stated that shared parking is a great concept if it works, he provided a successful example between Allina and the neighboring church. He stated that while that is a great concept that works in that situation he does not believe the City should attempt to coordinate those efforts between developing sites.

Community Development Director Gladhill asked if there is any openness to partner with developing properties to create structured parking, whether that be grant funds or TIF dollars. He asked if there is a desire to continue that discussion.

Economic Dev. Mgr./Assistant City Administrator Brama stated that this is a high-level policy land use plan, which is an interim plan. He noted that the next step will be a more detailed planning exercise, and will include a parking discussion that will have more details on costs. He confirmed that in this market there would need to be a cost-share between private and public to develop structured parking.

Chairperson Steffen stated that he would not say no to the concept. He noted that he would be willing to continue discussions, but does not want structured parking to be a requirement for developers.

Member Skaff stated that he would also be open to the concept but would not want to see structured parking become a requirement in a planning document, for developers.

Member Riley asked for more details on the floor area ratio.

Community Development Director Gladhill provided the definition of floor area ratio, noting the higher the floor area ratio, the denser the parking would need to be. He noted that the ratio had been decreased in order to respond to the market. He stated that a few years ago the Council then made the decision to encourage shared and structured parking but not require that element and decreased the floor area ratio to .65. He confirmed that the Planning Commission did support reverting back to the ratio of .75. He noted that the EDA comments would be added to that item, noting that while the EDA would be open to encouraging shared/structured parking, they would not want to require the element and do not support the change in floor area ratio from .65 to .75. He asked for broad thoughts on architecture and whether the City is on track, providing examples of recent development, and whether the architecture is meeting the expectations of the EDA.

Chairperson Steffen stated that there were one or two developments that did not meet his architectural expectations. He asked which examples the Planning Commission had.

Community Development Director Gladhill provided examples of architectural elements that the Planning Commission felt perhaps did not meet their expectations, noting that often it was color related.

Chairperson Steffen asked if the guidelines have changed in the past two years.

Community Development Director Gladhill stated that there have not been changes in the last two years but there was a significant amendment prior to that. He stated that staff's approach is to add more details to make things more specific. He stated that the design document is currently very lengthy and staff is attempting to simply that while still providing the necessary definition. He stated that The COR is very unique and because the density was going to be higher, the desire

was to have higher design standards. He did not believe that would be appropriate to have the standards community wide.

Member Williams stated that she appreciates that the desire to stay strong to the architectural desires. She stated that with retail that could become a concern. She stated that it is important in the western and southern portion of The COR, and she would not want a development to look out at the back of a building. She stated that it is important to have four-sided design for buildings, so that you prevent a development from looking out at the back of a strip mall with no design and just back doors. She stated if you are going to require four-sided development, the City should also ensure that the sign ordinance would allow for signage on all sides. She provided examples of four-sided development that has been well done in The COR.

Community Development Director stated that there is flexibility to allow signage on all sides but the conflict often comes with the type of signage allowed. He noted that the discussion would play out with the Stonebrook Academy application as that moves forward. He noted that business will have their front entrance on the side opposite of Sunwood Drive and therefore the four-sided design will be important as the back of their building will be facing Sunwood.

Member Williams stated that she would want to ensure that the back of the building facing Sunwood still looks like the front as well, since that is the main roadway for The COR.

Community Development Director Gladhill summarized the input from the EDA regarding the vision statement, noting that the EDA would like to be market driven rather than dictating the market, with an emphasis of that discussion related to different types of retail users; for parking the EDA would be open to all parking options, but does not want to force shared/structured parking on developers; and in regard to architecture the EDA would like to emphasize four-sided design and would want to ensure signage is allowed for all sides if desired.

Member Riley stated that he feels the vision statement needs more amendments than what was mentioned.

Community Development Director Gladhill noted that this is intended to be an interim document and if the master developer route is chosen, that group would work with the EDA and Planning Commission to further develop the plan and implementation of the plan. He noted that the Planning Commission would focus on developing the plan while the EDA would focus on implementation of the plan. He noted that the document has been setup to allow for additional input from a master developer.

Motion by Member Skaff, seconded by Member Brunt, to recommend to City Council that approve The COR Interim Development Plan for public comment, incorporating the consensus statements from the EDA.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Brunt, Burandt, Riley, and Williams. Voting No: None. Absent: Member Hardin.

4.02: State of Minnesota Economic Development Marketing Initiative

Economic Dev. Mgr./Assistant City Administrator Brama presented the staff report.

Chairperson Steffen asked, and received confirmation, that the City does receive copies of the ad that they would be able to utilize. He asked what would be promoted.

Economic Dev. Mgr./Assistant City Administrator Brama stated that it is a high-level advertisement for the City that is very visual. He noted that Coon Rapids and Elk River utilize the publication. He stated that Anoka County used the publication in the past but pulled out of the publication this year which brings forward another reason it would be important for the City to include their own advertisement. He stated that the City would work with the designer to develop an ad.

Member Williams stated that while she likes the advertisement, it does not seem as detailed as some of the advertisements for the other cities. She suggested reviewing some of the other advertisements to make Ramsey's stand out a little more.

Member Burandt suggested using a map to show the location of Ramsey as well.

Motion by Member Brunt, seconded by Member Burandt, to authorize staff to utilize $5,000 of the EDA budget to select, design, and publish an ad in the 2018 MN DEED/Business Climate annual publication.

Motion carried. Voting Yes: Chairperson Steffen, Members Brunt, Burandt, Riley, Skaff, and Williams. Voting No: None. Absent: Member Hardin.

Member Burandt suggested possibly cost-sharing the ad by highlighting shovel ready sites.

4.03: Business of the Year

Economic Dev. Mgr./Assistant City Administrator Brama presented the staff report. He explained how the short list is developed.

Chairperson Steffen stated that he likes the line of questioning which began in the last few years.

Economic Dev. Mgr./Assistant City Administrator Brama stated that an additional question was added regarding community support the previous year.

Chairperson Steffen stated that next year perhaps a scoring mechanism be developed next year to help quantify the chosen selection, noting that the questions would be weighted to provide higher numbers for the more important elements.

Member Riley stated that might be overthinking this. He stated that the EDA has been given the information and have an idea of which elements are more important to them.

Chairperson Steffen agreed but noted the scoring system would develop a system for the group to evaluate as a whole, rather than which element is most important to each member.

The EDA discussed possible recipients for the business of the year.

The EDA selected Capstone Homes as the 2017 Business of the Year with a strong recommendation that Zero Zone should be considered for 2018.

5. MEMBER / STAFF UPDATE

The EDA reviewed the Staff Update. Economic Dev. Mgr./Assistant City Administrator Brama highlighted recent activity regarding PSD and their interest in the north portion of the new business park noting that the request will come before the EDA in the next few weeks. He stated that Adrenaline Sports is also looking at the PSD owned space next to the potential PSD development. He stated that there is also interest in the site Adrenaline Sports was previously interested in, noting that hopefully a purchase agreement will come before the EDA at the next meeting. He also provided updates on the potential closing for Capstone and the recent activity of Stonebrook.

6. ADJOURNMENT

Motion by Member Skaff, seconded by Chairperson Steffen, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Brunt, Riley, and Williams. Voting No: None. Absent: Member Hardin.

The regular meeting of the Economic Development Authority adjourned at 8:53 a.m.

Respectfully submitted,

_____

Kurtis G. Ulrich
City Administrator

ATTEST:

_____

Patrick Brama
Econ. Dev. Mgr/Assistant City Administrator

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **4. 3.**

Meeting Date: 06/27/2017

By: Jo Thieling, Administrative Services

Information

Title

Approve the Following Meeting Minutes:

1. City Council Work Session dated 06/13/17
2. City Council Regular dated 06/13/17

Purpose/Background:

Purpose: The purpose of this case is for Council review and approval of meeting minutes.

Background: Attached are the meeting minutes referenced above.

Action:

Motion to approve the following Council meeting minutes:

1. City Council Work Session dated 06/13/17
2. City Council Regular dated 06/13/17

Attachments

CCWS Mts

CC Mts

Form Review

Form Started By: Jo Thieling Started On: 06/22/2017 09:14 AM

Final Approval Date: 06/22/2017

CITY COUNCIL WORK SESSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a City Council Work Session on Tuesday, June 13, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember Jill Johns
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Melody Shryock
Councilmember Kristine Williams (arrived at 5:40 p.m.)

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Public Works Superintendent Grant Riemer
Community Development Director Timothy Gladhill
Asst. City Administrator/Economic Development Manager Patrick Brama
Vice President of Land Services with CBRE Brian Pankratz

1. CALL TO ORDER

Mayor Strommen called the City Council Work Session to order at 5:35 p.m.

2. TOPICS FOR DISCUSSION

2.01: Update: PSD LLC Business Park Project and City Assistance Requests

Asst. City Administrator/Economic Development Manager Brama reviewed the staff report.

Councilmember Williams arrived.

Councilmember Kuzma asked for more information on the subsidy and the action requested of the Council tonight.

Asst. City Administrator/Economic Development Manager Brama stated that the purpose of the case was simply to provide an update and determine if there are any concerns that staff could work on before the Council reviews the item further at a future meeting.

Councilmember LeTourneau stated that he is excited that the developer would like to now build two buildings. He stated that he is in favor of allowing the project to move forward quickly but asked if staff has sufficient resources to meet the timeline.

Asst. City Administrator/Economic Development Manager Brama stated that staff has been discussing this project for the past few weeks to determine how the timeline could be met. He stated that staff has been doing their best to work with PSD to make this project work because it will be beneficial for the City. He stated that Community Development Director Gladhill has been working with his staff to determine how the timeline could flow through the process.

Community Development Director Gladhill noted that it is a very aggressive schedule for building one. He stated that staff will bring in additional resources to assist in the process, at the cost of the developer. He stated that the developer is aware that there is risk involved.

City Administrator Ulrich stated that Community Development Director Gladhill has set a clear expectation of how the timeline could be met and what would be needed from both parties.

Councilmember Shryock asked if the change in location for Adrenaline Sports would impact the previous site that the business was looking at.

Asst. City Administrator/Economic Development Manager Brama stated that the Council will actually consider a new purchase agreement from another party for the previous location.

Councilmember Riley stated that this would essentially be the same thing the City has done in the past with restaurants in attempting to bring them into town, subsidizing the building/landlord rather than the business. He stated that in this manner the City will be subsidizing the building, which would remain even if the tenant did not.

2.02: Update on McDonald's Project

City Administrator Ulrich reviewed the staff report.

Mayor Strommen noted that this seems to be the same story that McDonald's has provided time after time.

City Administrator Ulrich agreed that this is the same situation and response from McDonald's that they have used in the past. He stated that the difference in this case would be that McDonald's may be willing to pay an annual fee to reserve the property for development. He asked for input from the Council on whether they want to accept an annual fee or respond to McDonald's that the City is interested in being more aggressive.

Councilmember LeTourneau stated that he is done with McDonald's, is ready to move on and therefore it does not make much sense to delay action. He stated that is a prime piece of property.

Councilmember Kuzma stated that he agreed with the comments of Councilmember LeTourneau that the process should begin.

Councilmember Johns stated that she also agrees. She stated that in March the Council made the decision to try one more time and got the same response, therefore there is no point in waiting.

Councilmember Riley stated that he would like to see who is interested in the site.

City Administrator Ulrich stated that there has not been a lot of distinct interest in this parcel, but acknowledged that the parcel has not been out to the market.

Brian Pankratz stated that the restrictive covenant prevented any food use and therefore made it difficult to market. He stated that if the three parcels were all available there would be interest immediately.

Councilmember Riley stated that changes things, since it appears that parcel would make the entire strip of property more valuable.

Mayor Strommen stated that to continue to sit on the property while other opportunities pass the City by does not make sense. She stated that the time is past due to pull the plug and McDonald's either steps up to the plate or they move on.

Councilmember Riley asked the purchase price of the property.

City Administrator Ulrich replied that the purchase price was $470,000. He confirmed that following this consensus staff will bring a formal resolution back to the Council for adoption.

2.03: CBRE Update

Brian Pankratz provided the first quarter statistics metro wide, noting that net absorption for office and retail are negative. He stated that the retail world is changing as many retailers continue to close their doors and follow the virtual trend. He stated that the trend is now on food and fitness. He stated that traffic patterns take time to change and people are now utilizing the Armstrong interchange more often. He stated that the residential market is booming. He stated that Ramsey is in between two retail nodes and with large stores closing in Riverdale, retailers will most likely backfill in that location. He noted that the additional homes being built in Ramsey will help to attract businesses. He stated that the restrictive covenant is no longer in force, which is good for additional food locations that may want to come. He stated that the additional industrial and PSD projects will bring in additional traffic and could attract more business. He stated that they continue to see interest from medical office tenants. He provided an update on marketing. He noted that he has been pushing Ramsey for quick food users and hard goods and has heard that Ramsey is on their growth plans. He noted that he has also reached out to gas stations in attempt to bring a tenant to Armstrong as traffic patterns push more vehicles on that route. He reviewed the marketing suggestions and next steps.

Councilmember Riley stated that the Council and Planning Commission have talked about retail and the changing face of that in The COR. He asked how the large retailers closing in nearby areas, such as Riverdale, would impact Ramsey.

Mr. Pankratz stated that larger retailers would tend to stay where they are in the larger nodes. He stated that quick service food, cellular phone stores, and workout related uses are trending and

would be something Ramsey could attempt to attract. He noted that certain retailers will look to backfill the vacancies in the larger retail nodes.

Councilmember LeTourneau stated that it seems that it is not so much the idea of retail that the Councilmembers may have been thinking but that it will be driven by the market. He stated that although certain things are trending now, they may not be trending in another five years. He noted that the Council should be prepared to react to the requests that arise from the market.

Mayor Strommen stated that this is where the vision, land use plan and ultimate decision come together. She stated that the City has the benefit of not having large retailers that have become vacant in this changing time for retail and has the ability to be flexible. She noted that it is not always the individual element but what that would bring to the community.

Councilmember LeTourneau stated that this is a really good community with great pieces in place, but he was unsure if people were aware of those elements.

Mr. Pankratz stated that the comments usually revolve around not being directly on Highway 10. He reviewed some of the projects that are underway in Ramsey and stated that people are often surprised to hear all of the activity. He noted that the process is baby steps in reintroducing the City to developers but noted that increase in households and businesses will help to attract more developers.

Councilmember LeTourneau stated that he does appreciate the suggestions included in the Council packet and noted that he appreciates the relationships that Mr. Pankratz builds with developers to keep them updated on Ramsey.

2.04: Review 2016 Comprehensive Annual Financial Report (CAFR) Management Report and Special Purpose Audit Reports

Finance Director Lund reviewed the staff report. She noted that Aaron Nielsen is present to review the audit, report and findings. She noted that a brief presentation will be given at the regular Council meeting tonight as well with adoption included on the consent agenda.

Aaron Nielsen reviewed a summary of the audit noting that the City received an unmodified, or clean, opinion. He stated that there were no instances of non-compliance but there was one finding related to internal controls and provided additional details. He stated that there were no findings related to the Minnesota state legal compliance. He stated that in the testing this year related to the finding from the previous year, there were no additional issues as the City responded to the finding. He provided additional details related to changes in property tax values, tax capacity and comparison information for other metro and state-wide averages. He highlighted the governmental funds the City has and provided additional details on the general fund, other operating funds, and enterprise funds.

Finance Director Lund provided additional information on an item mentioned that was a large change from the previous year noting that resulted from the developer of the Residence of The COR.

Councilmember Riley referenced the CAFR and a transfer out.

Finance Director Lund replied that would be the excessive revenue transfer in accordance with the City's fund balance policy. It was clarified that it was not necessarily excess revenue but also included items that were not done in that year and pushed to another year and was more likely expenses that did not occur or were delayed.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Councilmember LeTourneau stated that perhaps internet capacity within City Hall should be a topic of discussion at a future meeting.

City Administrator Ulrich noted that July 11th will be the Council's first look at the budget for 2018. He noted that a legislative summary will be provided in the near future from Mr. Tinklenberg.

4. MAYOR / COUNCIL / STAFF INPUT

None.

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 6:49 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Jo Ann M. Thieling
City Clerk

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

TABLE OF CONTENTS

1. CALL TO ORDER 2
2. PRESENTATION 2
2.01: Recognition of Heart Safe Ramsey Volunteers for Achieving Goal of 1400 Residents Trained in CPR and AED Use 2
2.02: Presentation of the 2016 Comprehensive Annual Financial Report by the City's Auditing Firm of Malloy, Montague, Karnowski, Radosevich & Company (MMKR) – Aaron Nielsen, Principal with the Firm Will be Presenting 3
3. CITIZEN INPUT 3
4. CONSENT AGENDA 3
5. APPROVE AGENDA 4
6. PUBLIC HEARING 5
7. COUNCIL BUSINESS 5
7.01: Consider Adopting of Resolution #17-06-127 Approving Preliminary Plat for COR Stonebrook Academy (Project #17-101): Case of Michael and Kristen Johnson 5
7.02: Consider Adoption of Resolution Approving Final Plat of Covenant Meadows and Rezoning of the Subject Property (Project #17-102): Case of Eric Thomsen 6
7.03: Consider Approvals for a Building Expansion at 17301 Nowthen Blvd NW (Project #17-03): Case of Trott Brook Hall 7
7.04: Consider Adoption of Resolution #17-06-126 Approving Conditional Use Permit and Site Plan for Danner's Cabinet Shop, Inc. on the Property Located at 16735 Quicksilver St NW (Project No. 16-37): Case of Danner's Cabinet Shop, Inc. 7
7.05: Consider Approvals Related to Homestead Road Addition (Project #16-23): Case of CTW Group 8
7.06: Consider Actions for Riverstone Addition Located Near Bunker Lake Boulevard and Puma Street: Case of Capstone Homes (Project No. 17-106) 9
7.07: Consider Adopting Resolution #17-06-139 Accepting Bids and Awarding Contract for Improvement Project #17-00, Sunwood Drive Reconstruction 12
7.08: Consider Adoption of Resolution #17-06-140 Accepting Bids and Awarding Contract for Improvement Project #17-01, Alpine Drive Reconstruction 12
7.09: Consider Maple Investments LLC (dba Sharp and Associates) Purchase Agreement (portions of the case may be closed to the public) 13
8. MAYOR, COUNCIL AND STAFF INPUT 14
9. ADJOURNMENT 15

CITY COUNCIL
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey City Council conducted a regular meeting on Tuesday, June 13, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Sarah Strommen
Councilmember Jill Johns
Councilmember Mark Kuzma
Councilmember John LeTourneau
Councilmember Chris Riley
Councilmember Melody Shryock
Councilmember Kristine Williams

Members Absent: None

Also Present: City Administrator Kurtis Ulrich
Finance Director Diana Lund
Police Chief Jeff Katers
Public Works Superintendent Grant Riemer
Community Development Director Timothy Gladhill
City Planner Chris Anderson
City Engineer Bruce Westby
Asst. City Administrator/Economic Development Manager Patrick Brama
Public Information and Event Specialist Nicole Wenberg

1. CALL TO ORDER

Mayor Strommen called the regular meeting of the Ramsey City Council to order at 7:00 p.m., followed by the Pledge of Allegiance led by Mayor Strommen.

2. PRESENTATION

2.01: Recognition of Heart Safe Ramsey Volunteers for Achieving Goal of 1400 Residents Trained in CPR and AED Use

Mayor Strommen invited members of the Ramsey Heart Safe Committee to come forward. She recognized the volunteers for achieving their goal of training 1,400 residents in CPR and AED use, noting that the initiative began in 2014. She stated that the City reached certification in just nine months but kept climbing in order to reach the goal the committee had set. She recognized Tim Hoffman, who has been the champion of this cause and brought forth the idea to the City Council. She presented the certificate of achievement to the group and thanked them for their service to the community.

Tim Hoffman stated that it was not just the group but also other organizations including the City Council, Ramsey Lions and Ramsey Rotary. He stated that the sustainability of the plan is important now that they have reached this level.

Mayor Strommen stated that the slogan says, "don't wait for the help, be the help" and believed that it a great mantra. She noted that this is a wonderful example of how people can contribute to the community as this was community driven and community led. She again thanked the group for their efforts.

2.02: Presentation of the 2016 Comprehensive Annual Financial Report by the City's Auditing Firm of Malloy, Montague, Karnowski, Radosevich & Company (MMKR) – Aaron Nielsen, Principal with the Firm Will be Presenting

Aaron Nielsen, MMKR, stated that he is here to present the three reports included in the Council packet. He noted that a more detailed presentation was given to the Council prior to this meeting at the worksession. He reported that an unmodified, or clean, opinion was given on the audit. He stated that the reports required have been filed and there was one finding in the area of internal controls regarding the capture of assets received by developers the previous year. He stated that there were no findings in regard to Minnesota state legal compliance. He stated that they did testing from the finding from the previous year and they were pleased that the City had addressed the item and the finding was eliminated this year.

Councilmember Riley stated that there is a lot of information included in the reports and it can be difficult to interpret. He thanked Mr. Nielsen and Finance Director Lund and her staff.

Mayor Strommen agreed and recognized the high level of work that is needed from staff. She stated that there is an action item on the consent agenda to receive the audit and submit for excellence in financial reporting.

3. CITIZEN INPUT

None.

4. CONSENT AGENDA

Motion by Councilmember Kuzma, seconded by Councilmember Johns, to approve the following items on the Consent Agenda:

4.01: Receive 2016 Comprehensive Annual Financial Report (CAFR)
4.02: Receive Cash and Investments for Period Ending May 31, 2017
4.03: Approve Licenses:

Solicitor
Maintenance Free Minnesota Inc/4220 83rd Ave N Minneapolis
Temporary On-Sale Liquor License
Ramsey Lions Club/P.O. Box 771

Temporary On-Sale Liquor License
Ramsey Lions Club/P.O. Box 771

4.04: Approve the following Meeting Minutes:
1) City Council Work Session dated May 23, 2017
2) City Council Regular dated May 23, 2017

4.05: Approve Development Agreement for Regency Commons (Project #108); Case of National Self Storage

4.06: Approve Off-Sale Intoxicating Liquor, Off-Sale 3.2% Liquor, On-Sale Intoxicating Liquor, Beer, Sunday Sales, and Optional 2:00 a.m. Closing

4.07: Approve Rental Licenses

4.08: Approve Aeon Purchase Agreement: Multiple Actions

4.09: Adopt Resolution #17-06-135 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of May 18, 2017 through June 7, 2017

4.10: Adopt Resolution #17-06-136 to Hire Seasonal Public Works Maintenance Workers

4.11: Adopt Resolution #17-06-141 International Code Council (ICC) Nonexclusive License Agreement

4.12: Adopt Resolution #17-06-143 to Approve Participation in the Public Employees Retirement Association Phased Retirement Option

4.13: Report from the Public Works Committee Meeting dated May 16, 2017:
1) Review Pedestrian Safety Concerns at Variolite Street and 161st Avenue – *Ratify the recommendation of the Public Works Committee to request that the Police Department use the speed trailer at Variolite Street/161st Avenue NW intersection periodically to help reduce traffic speeds, and to consider an amendment to the Capital Improvement Plan regarding lowering the grade at the Variolite Street/161st Avenue NW intersection to improve the site line to the north.*
2) Parking Concern Near Rhinestone Street and Ramsey Parkway – *Ratify the recommendation of the Public Works Committee to recommend that the yellow curb marking be extended, as needed, to ensure uniform "No Parking" restrictions on all legs of the intersection at Rhinestone Street/Ramsey Parkway.*
3) Consider Recommending City Council Approval of Plans and Specifications for Improvement Project #17-03, 2017 Crackseal and Sealcoat Improvements – *Ratify the recommendation of the Public Works Committee to approve plans and specifications for Project #17-03 – 2017 Crackseal and Sealcoat Program, and to recommend that the following related items be funded through the 2017 Street Maintenance Contract under the Streets Department Budget: Analyze payment sections using ground penetrating radar - $35,000; Spray patching machine rental - $35,000.*

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Kuzma, Johns, LeTourneau, Riley, Shryock, and Williams. Voting No: None.

5. APPROVE AGENDA

Motion by Councilmember Shryock, seconded by Councilmember Johns, to approve the agenda as presented.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Shryock, Johns, Kuzma, LeTourneau, Riley, and Williams. Voting No: None.

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Consider Adopting of Resolution #17-06-127 Approving Preliminary Plat for COR Stonebrook Academy (Project #17-101): Case of Michael and Kristen Johnson

Community Development Director Gladhill reviewed the staff report and recommendation to adopt Resolution #17-06-129 approving the Preliminary Plat request as recommended by the Planning Commission. He stated that the proposed project appears to comply with the bulk standards of The COR Design Framework and the proposed use would be an asset to The COR development as well as the City of Ramsey.

Councilmember Riley stated that there were a few members of the Planning Commission that did not vote in favor and asked for additional details.

Community Development Director Gladhill stated that there are different aspects which include the minimum zoning requirements and the fact that the City owns the parcel and has more control. He stated that some of the comments were regarding whether this is the right location for this business and whether more than the base minimum should be required. He stated that there seems to be more concern with pitched roofs in the central corridor of The COR.

Councilmember Riley stated that the City does have the flexibility and this does meet the requirements, therefore this could be built.

Community Development Director Gladhill noted that with the comments being addressed from the staff review letter and Planning Commission conditions the request would meet the standards.

Councilmember LeTourneau noted that he attended the Planning Commission meeting and there was robust discussion. He stated that while not everyone agreed, the item did pass. He stated that the comments he heard were around the location of the main door and whether that should be on the Sunwood side. He stated that the decision showed flexibility in the City's standards that would best fit that use and would not set precedent. He agreed that it would not be appropriate for the main door to be off Sunwood Drive. He referenced the glass and believed that the building should have more glass. He wanted to ensure that the building meets the minimum standard of glass for The COR. He believed that the proposal in front of the Council is very reasonable.

Councilmember Williams stated that she does not see a reference to the cross-access easement.

Community Development Director Gladhill noted that easement will come forward in a separate document at the time of Final Plat.

Mayor Strommen referenced the facing of the building and access from Sunwood. She stated that she is less concerned with the pitch roof but does agree with the statement requesting more glass, especially on the Sunwood facing side. She explained that would make it appear more as the front of the building, she does agree that for safety and operating reasons that is not the right location for the door.

Motion by Councilmember LeTourneau, seconded by Councilmember Williams, to Adopt Resolution #17-06-129 Granting Preliminary Plat Approval of COR Stone Brook Academy.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers LeTourneau, Williams, Johns, Kuzma, Riley, and Shryock. Voting No: None.

7.02: Consider Adoption of Resolution Approving Final Plat of Covenant Meadows and Rezoning of the Subject Property (Project #17-102): Case of Eric Thomsen

City Planner Anderson reviewed the staff report and recommendation to approve the Zoning Amendment and Final Plat for Covenant Meadows. He stated that the Final Plat is generally consistent with the approved Preliminary Plat. He stated that the Zoning Amendment would rezone the subject property to a Planned Unit Development with the public benefit for being about 15 acres of land that would be deeded to the City for permanent protection of open space. He stated that this area also includes a portion of land that is classified as having conservation value based on the Minnesota Biological Survey. He stated that furthermore this would preserve in perpetuity another segment of a greenway corridor along the Trott Brook.

Councilmember Riley applauded staff for protecting a resource that is known to be precious while still allowing this parcel to develop.

1. Adopt Ordinance #17-05 Approving Zoning Amendment to Planned Unit Development (PUD)

Motion by Councilmember Shryock, seconded by Councilmember LeTourneau, to waive the charter requirement to read the Ordinance aloud and adopt Ordinance #17-05 Amending Section 117-90 "MAP" of Chapter 117 of the City Code of Ramsey, Minnesota.

A roll call vote was performed by the Recording Secretary:

Councilmember Riley	aye
Councilmember Shryock	aye
Councilmember Williams	aye
Councilmember LeTourneau	aye
Councilmember Johns	aye
Councilmember Kuzma	aye
Mayor Strommen	aye

Motion carried.

2. Adopt Resolution #17-06-138 Approving Final Plat

Motion by Councilmember Johns, seconded by Councilmember LeTourneau, to Adopt Resolution #17-06-138 Granting Final Plat Approval of Covenant Meadows.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Johns, LeTourneau, Kuzma, Riley, Shryock, and Williams. Voting No: None.

7.03: Consider Approvals for a Building Expansion at 17301 Nowthen Blvd NW (Project #17-03): Case of Trott Brook Hall

City Planner Anderson reviewed the staff report and recommendation to approve the CUP, Minor Plat, Site Plan, and Development Agreement contingent upon compliance with the Staff Review Letter and subject to review and approval as to legal form by the City Attorney. He stated that the church has been operating in this location for a number of years with no known issues. He stated that the proposed building expansion complies with all building setbacks as does the plat.

Councilmember LeTourneau stated that this is a well thought out plan and he is pleased that the Planning Commission views this as a positive measure. He stated that he does like the elimination of the access points, which will be a benefit for the community. He asked if there is any concern from engineering regarding the access points.

City Engineer Westby stated that staff did not see any issues and believes that the elimination of an access point along Highway 5 will be a benefit and therefore support the request.

1. **Conditional Use Permit**
2. **Site Plan**
3. **Minor Plat**
4. **Development Agreement**

Motion by Councilmember LeTourneau, seconded by Councilmember Johns, to Adopt Resolution #17-06-142 Approving a Conditional Use Permit Allowing the Operation of a Religious Institution in the R-1 Residential District, Site Plan for Expansion of an Existing Facility, and Final Plat for Trott Brook Addition.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers LeTourneau, Johns, Kuzma, Riley, Shryock, and Williams. Voting No: None.

7.04: Consider Adoption of Resolution #17-06-126 Approving Conditional Use Permit and Site Plan for Danner's Cabinet Shop, Inc. on the Property Located at 16735 Quicksilver St NW (Project No. 16-37): Case of Danner's Cabinet Shop, Inc.

City Planner Anderson reviewed the staff report and recommendation to adopt Resolution #17-06-126 granting approval of the Site Plan and Conditional Use Permit for the expansion of a lawful, nonconforming use on the subject property. He stated that the cabinet shop has been operating in this location for over 40 years and while it is tight in terms of expansion, it appears that all minimum setbacks are being met and that the additional two parking stalls required can fit on site. He stated that as long as the applicant provides a Certificate of Survey from a licensed surveyor that confirms this information and revises the plans as outlined in the Staff Review Letter.

Councilmember Kuzma asked the applicant for more details on the landscaping for the project.

Troy Danner stated that he is open to suggestions but is willing to plant trees or shrubs.

Councilmember Kuzma asked if a fence would be feasible.

Mr. Danner stated that he would be open to a section of fence but would still need to maneuver a forklift.

City Planner Anderson stated that there was discussion regarding fencing of the dumpster. He noted that the applicant needs access to maneuver equipment to access the dumpster and therefore the fence could end up in the right-of-way. He stated that for that reason staff would prefer to work with landscaping plantings.

Motion by Councilmember Riley, seconded by Councilmember Kuzma, to Adopt Resolution #17-06-126 Approving a Site Plan and a Conditional Use Permit for the Expansion of a Lawful Nonconforming Use in the B-1 General Business District for Danner's Cabinet Shop, Inc.

Further discussion: Councilmember LeTourneau stated that Troy is the third generation of the Danner family to be involved with the cabinet business. He stated that it is great to see the business continue to be a success in the community. Mayor Strommen echoed the comments that it is great to see a local longtime family business thriving in the community.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Riley, Kuzma, Johns, LeTourneau, Shryock, and Williams. Voting No: None.

7.05: Consider Approvals Related to Homestead Road Addition (Project #16-23): Case of CTW Group

City Planner Anderson reviewed the staff report and recommendation to approve the Final Plat for Homestead Road Addition. He noted that this is a challenging site to work with based on the amount of wetland and floodplain and the proposed subdivision seems a reasonable use of the property. He noted that the Final Plat is consistent with the approved Preliminary Plat.

Councilmember Riley asked for additional information on the rain gardens and how enforcement would occur.

City Planner Anderson stated that it is a challenging site to work with and rather than entirely regrading the site, this would seem to be the best fit. He was unsure that this had been done with any other single family residential development. He stated that it has been done with multi-family developments. He stated that this will be a good exploration and could be an element that could be built into future road projects. He stated that enforcement will probably be built into an annual inspection. He noted that a maintenance schedule was borrowed from the conservation district and the number of species will be limited to make maintenance easier. He stated that this will be a pilot project that will provide the City with additional information for the future.

Councilmember Johns asked the downside if someone does not maintain the rain garden.

City Planner Anderson noted that financial surety would be in place to ensure that the rain gardens are designed and installed correctly. He noted that the rain gardens would fall within the drainage and utility easement and therefore that could be used as enforcement. He confirmed that this would be an element of the Lower Rum River Water Management Organization permit as well.

1. **Final Plat**
2. **Development Agreement**
3. **Rain Garden Maintenance Agreement**

Motion by Councilmember Johns, seconded by Councilmember LeTourneau, to Adopt Resolution #17-06-137 Granting Approval of the Final Plat, Development Agreement, and Maintenance Agreement for Homestead Road Addition.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Johns, LeTourneau, Kuzma, Riley, Shryock, and Williams. Voting No: None.

7.06: Consider Actions for Riverstone Addition Located Near Bunker Lake Boulevard and Puma Street: Case of Capstone Homes (Project No. 17-106)

Community Development Director Gladhill reviewed the staff report and recommendation to approve the Preliminary Plat as presented. Staff believes that the proposed contingencies are appropriate for approval, acknowledging that additional steps are forthcoming. He stated that the Preliminary Plat is focused on giving approval to layout with specific agreements and construction plans approved with Final Plat. He thanked the developer for their cooperation throughout this process which has helped to make the process run smoothly.

Councilmember Kuzma asked if there will be a sidewalk as part of the process.

Community Development Director Gladhill replied that all public streets will have a sidewalk on one side of the street.

Councilmember Kuzma stated that his concern would be because the density is tight, future homeowners may have guests and parking may be tight with only allowing parking on one side

of the street. He stated that he would prefer to see a wider street with parking allowed on both sides.

Councilmember Riley stated that a narrower roadway would have less impervious street. He stated that public works supports a wider street. He asked how that would help public works and public safety.

Public Works Superintendent Riemer stated that it is not just cars that park on the road but people also put their trash cans down at the road. He stated that there will be a lot of no parking signs in the neighborhood that would need to be enforced and parking would be at a premium. He stated that he also has concern with the turning radius for public works vehicles, trash vehicles, fire trucks, and school busses.

Police Chief Katers stated that there is concern for multiple large equipment vehicles responding to an emergency. He stated that parking can be an issue, especially with enforcement. He noted that for enforcement, one side would need to be adequately signed for no parking to be properly enforced and not everyone wants a sign in their yard.

Councilmember LeTourneau stated that he appreciates the additional feedback from public works and public safety but noted that the 29-foot width is something that public works and public safety are willing to work with to ensure everyone is safe and the surface is reasonably being used. He stated that he would therefore support the 29-foot width. He asked the width of the Sunfish Lake subdivision.

Community Development Director Gladhill stated that the width varies from 28 to 29-foot width. He stated that parking is not restricted in that development which has caused issues. He noted that if the 29-foot width is approved there should be restricted parking.

Councilmember Kuzma asked for input from the developer.

Steve Bona, Capstone Homes, stated that they sent a letter to staff on April 6th to provide background information. He noted that their position comes from the experience they have in other communities. He stated that the roadways in the other communities have 28 foot roadways and there have not been problems. He noted that this is a common practice throughout the growing cities in the metropolitan area. He stated that this will slow traffic down in a neighborhood and that is why they do the narrower width. He stated that big roads make traffic go faster.

Councilmember Kuzma stated that he is still concerned with the density and the restricted parking as that could be problematic for homeowners and therefore would support the wider streets.

Mr. Bona stated that he visited Sunfish Lake and measured the roadway, which was 28 feet, and that development does not have restricted parking.

Councilmember Johns stated that she does not like a lot of signage and asked if painted curbs could be used rather than a multitude of signage.

Community Development Director Gladhill stated that not everyone will know what a yellow curb means and that comes with additional maintenance. He stated that these residents would be moving into the neighborhood with restricted parking.

Mayor Strommen stated that she likes restricting parking to one side as that will assist with pedestrian safety when people are attempting to cross.

Councilmember Johns asked if the placement of the sidewalk is known and whether parking would be allowed on the side with the sidewalk or the alternate side.

Community Development Director Gladhill noted that a recommendation for that element will be known when Final Plat comes back.

Councilmember Riley asked if enforcement would be built into the median language.

Community Development Director Gladhill confirmed that the language would be built into the Final Plat/Development Agreement for the ongoing maintenance of the medians. He noted that he did receive a comment from the public that they did not want to see another roundabout.

Community Development Director Gladhill stated that there are no plans for a roundabout at this time.

Councilmember LeTourneau stated that this development is a major movement for the City of Ramsey and commended staff, the developer and those that have been involved in this process. He noted that this is just the beginning of the process and he would like to continue to see this move on.

1. **Introduce Ordinance #17-06 Approving Zoning Amendment to Planned Unit Development (PUD)**
2. **Adopt Resolution #17-06-144 Declaring Environmental Impact Statement Not Needed and Approving Preliminary Plat**

Motion by Councilmember LeTourneau, seconded by Councilmember Williams, to introduce Ordinance #17-06 approving a zoning amendment to planned unit development and Adopt Resolution #17-06-144 Determining That an Environmental Impact Statement is not Necessary and Granting Preliminary Plat Approval of Riverstone Addition.

Further discussion: Matt Kuker stated that PSD is in the process of doing an industrial project adjacent to this project. He was concerned that this project would use half of the Puma Street vacation. He stated that he has been in discussion with Capstone Homes on how to cost-share a landscaping berm to help buffer the noise. He stated that he is attempting to be proactive to create a noise buffer and eliminate that issue from the start. He stated that he does not have a signed agreement with Capstone. He stated that he is held to a City spec when building roads

and there is not an option to shrink the width. Mayor Strommen noted that the Puma Street vacation is noted in the staff report and could require a change to the plat if an agreement is not reached. She noted that this would not foreclose the opportunity for the parties to work something out. Mr. Bona stated that they are working with PSD and there will not be any problems creating the berm. He stated that they are working through details on trail crossings with staff. He noted that a new trail was proposed at the last minute between Alpine and the park and because of the significant topography the cost would be high. He stated that they will continue to work with staff but simply wanted those items noted. Mayor Strommen asked if the applicant is in agreement with the staff review letter. Mr. Bona stated that he is simply adding to that information. Community Development Director Gladhill noted that there are cost implements to the elements that will be negotiated throughout this process. Mr. Bona stated that they really appreciate working with staff on this process and Community Development Director Gladhill has been great with meeting their schedule. He noted that City Engineer Westby, City Planner Anderson, and Asst. City Administrator/Economic Development Manager Brama have all been amazing. Councilmember Kuzma asked if there is flexibility on the road width or whether that would be settled with this motion. Community Development Director Gladhill noted that if approved tonight that would include 29-foot-wide roadways. Councilmember Shryock stated that she wants to ensure that the road width is appropriate and not something done just for this development. Community Development Director Gladhill confirmed that this narrower roadway is not appropriate for all developments and would depend on the details including density. He noted that this is a planned unit development, where the City can provide flexibility for the benefit that is received in return.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers LeTourneau, Williams, Johns, Riley, and Shryock. Voting No: Councilmember Kuzma.

7.07: Consider Adopting Resolution #17-06-139 Accepting Bids and Awarding Contract for Improvement Project #17-00, Sunwood Drive Reconstruction

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #17-06-139 accepting bids and awarding a contract for construction for Improvement Project #17-00, Sunwood Drive Reconstruction, to North Valley, Inc. in the amount of $409,385.03.

Motion by Councilmember Kuzma, seconded by Councilmember Shryock, to adopt Resolution #17-06-139 Accepting Bids and Awarding Contract for Improvement Project #17-00, Sunwood Drive Reconstruction.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Kuzma, Shryock, Johns, LeTourneau, Riley, and Williams. Voting No: None.

7.08: Consider Adoption of Resolution #17-06-140 Accepting Bids and Awarding Contract for Improvement Project #17-01, Alpine Drive Reconstruction

City Engineer Westby reviewed the staff report and recommendation to adopt Resolution #17-06-140 accepting bids and awarding a contract for construction for Improvement Project #17-01, Alpine Drive Reconstruction, to North Valley, Inc. in the amount of $341,407.52.

Motion by Councilmember Shryock, seconded by Councilmember Johns, to Adopt Resolution #17-06-140 Accepting Bids and Awarding Contract for Improvement Project #17-01 Alpine Drive Reconstruction.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Shryock, Johns, Kuzma, LeTourneau, Riley, and Williams. Voting No: None.

7.09: Consider Maple Investments LLC (dba Sharp and Associates) Purchase Agreement (portions of the case may be closed to the public)

Asst. City Administrator/Economic Development Manager Brama reviewed the staff report and recommendation to consider the purchase agreement between the City of Ramsey and Maple Investments LLC for 9.33 acres of City owned land.

Councilmember Williams stated that she did have concerns when this was reviewed at the EDA and appreciated the outline of her concerns in the packet. She commented that this is not the same structure the last time a purchase agreement was negotiated for this site. She stated that this proposal is lower than the original asking price and does not have the incentives aligning in the same manner. She believed that half of the proposal is a speculative development and she felt that the City is incentivizing and subsidizing the development. She stated that she would not support the request.

Councilmember Riley stated that he has a different perspective, noting that this is a completely different deal with a different user and purchaser. He stated that this is within the deal range and there are some issues with the land. He noted that this is a quality user in the City that has done this exact thing repeatedly. He stated that there is surety that the first building will come with hope for a second building. He noted that this deal will feel different because it is different.

Councilmember LeTourneau appreciates the input from both Councilmembers Williams and Riley. He stated that it brings him back to the comment that the asking price is within the deal range and meets the other obligation of the arrangement to sell land. He agreed that Mr. Sharp is a known commodity in the community and has success with great projects. He stated that this seems like a very reasonable thing to do.

Councilmember Riley asked the amount of TIF or business subsidy being provided.

Asst. City Administrator/Economic Development Manager Brama stated that there is not explicit assistance being provided to the project. He stated that this property was never officially listed with CBRE and therefore the deal range was not adopted and therefore staff made similar assumptions for the property.

Councilmember Williams noted that this property was never marketed and offered to the general public. She believed that this is a reduction to the potential selling price because it has not been actively marketed.

Mayor Strommen appreciated the comments of Councilmember Williams regarding the previous deal structure. She noted that the previous purchase agreement incentivized the building while this purchase agreement would penalize in the case that the building is not constructed. She provided a suggested change to the language to include the correct reference. She appreciated the perspective of Councilmember Williams but agreed with Councilmember Riley that this is a different deal. She noted that this would accomplish a similar goal but from a different perspective.

Asst. City Administrator/Economic Development Manager Brama acknowledged that this is a difference from the previous purchase agreement, likening it to the carrot versus the stick approach. He noted that while this method would have risk, the City is comfortable collecting on letters of credit. He stated that this is the route the developer preferred.

Motion by Councilmember Riley, seconded by Councilmember LeTourneau, to approve the purchase agreement between the City of Ramsey and Maple Investments LLC for 9.33 acres of City owned land.

Further discussion: Councilmember Kuzma stated that there is a long history with the developer and he appreciates his willingness to bring another project to Ramsey. He stated that the City still has land to sell and wanted to welcome the opportunity for this developer to expand his business in Ramsey and therefore would support this.

Motion carried. Voting Yes: Mayor Strommen, Councilmembers Riley, LeTourneau, Johns, Kuzma, and Shryock. Voting No: Councilmember Williams.

8. MAYOR, COUNCIL AND STAFF INPUT

Mayor Strommen noted that there is a resident that was not present for open forum but would like to address the Council.

Jim Kazet, 15052 Limonite, stated that he has been a resident of Ramsey for 30 years. He stated that someone recently purchased the property across the street from him and began to construct a structure. He stated that the building is a machine shed sits 75 feet back from the street on a corner lot and is ugly. He stated that this is an established neighborhood and this is not a structure that should be in this residential neighborhood. He stated that he had no idea that this structure was going up but it is completed. He believed that there should be some regulation when constructing an accessory structure in an existing residential neighborhood. He stated that he does have photographs.

Community Development Director Gladhill noted that this item will be routed to the Planning Commission to review the regulations.

Councilmember Riley asked if this was built within the existing code.

Community Development Director Gladhill stated that the codes are being followed and noted that this has to do with metal structures. He stated that the regulations have evolved, noting that

the overarching theme was that they would rather see these structures compared to junk outside. He stated that the discussion will be when a metal pole barn is appropriate and when it is not.

Mayor Strommen encouraged the Planning Commission to do a comprehensive review in attempt to prevent similar situations in the future.

City Administrator Ulrich announced upcoming meetings and events.

Mayor Strommen noted that the League of Minnesota Cities conference begins the following day.

9. ADJOURNMENT

Motion by Councilmember LeTourneau, seconded by Councilmember Williams, to adjourn the meeting.

Motion carried.

The regular meeting of the City Council adjourned at 9:13 p.m.

Respectfully submitted,

_____
Kurtis G. Ulrich
City Administrator

ATTEST:

_____
Jo Ann M. Thieling
City Clerk

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **4. 4.**

Meeting Date: 06/27/2017

By: JoAnn Shaw, Community Development

Information

Title

Approve Rental Licenses

Purpose/Background:

Purpose: The purpose of this case is to approve rental license requests for 2017.

Background: Detached Single-Family Homes and Attached Single-Family Homes (townhomes, duplexes, etc.) are required to obtain a license (registration), but are not subject to inspections (unless the City has sufficient evidence of a violation of City Code).

Multi-Family Units (apartments, condos, etc.) will continue to be subject to the license and inspection program as required today, but the inspection frequency will be reduced.

New license application requests are attached for Council approval.

Recommendation:

Staff recommends approval of license applications.

Action:

Motion to approve rental license applications.

Attachments

Rental License Applications

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	06/21/2017 02:17 PM
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:23 AM
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:24 AM
Form Started By: JoAnn Shaw		Started On: 06/14/2017 12:34 PM
Final Approval Date: 06/22/2017		

Report Name: Rental License - License Types
Council Dates: 6/27/2017 to 6/27/2017
Status: Active, Inactive
License Type(s): Rental, Rental-Type I-3 Year, Rental-Type II-2 Year, Rental-Type III-1 Year, Rental-Type IV-6 Months, Rental-Type IV-Pending

City of Ramsey
Rental License - License Types

Company	Location	Complex	Exp. Date	Council Date	Statu
Rental					
Joseph Matzke	6972 139th Ave NW		6/27/2020	6/27/2017	A
Craig and Jessica Wahlberg	7014 139th Ave NW		6/27/2020	6/27/2017	A
Amy and Brian Bradley	7024 139th Ave NW		6/27/2020	6/27/2017	A
Candace Fisher	7053 139th Ave NW		6/27/2020	6/27/2017	A
Joseph Braun	7075 139th Ave NW		6/27/2020	6/27/2017	A
Sara Pladson	6854 139th La NW #4		6/27/2020	6/27/2017	A
Tom and Linda Zappe	6870 139th La NW #5		6/27/2020	6/27/2017	A
Jeremy James and Tahlia Kueton	5374 140th Ave NW		6/27/2020	6/27/2017	A
Kraig Domogalla	5420 144th Way NW #24		6/27/2020	6/27/2017	A
Kraig Domogalla	5430 144th Way NW #12		6/27/2020	6/27/2017	A
Kraig Domogalla	5430 144th Way NW #14		6/27/2020	6/27/2017	A
Kraig Domogalla	5430 144th Way NW #16		6/27/2020	6/27/2017	A
Kraig Domogalla	5430 144th Way NW #18		6/27/2020	6/27/2017	A
Kraig Domogalla	5430 144th Way NW #20		6/27/2020	6/27/2017	A
Kraig Domogalla	5430 144th Way NW #22		6/27/2020	6/27/2017	A
Kraig Domogalla	5430 144th Way NW #24		6/27/2020	6/27/2017	A
Kraig Domogalla	5430 144th Way NW #26		6/27/2020	6/27/2017	A
Larry Kuperus	5440 144th Way NW #16		6/27/2020	6/27/2017	A
Larry Kuperus	5440 144th Way NW #18		6/27/2020	6/27/2017	A
Larry Kuperus	5440 144th Way NW #24		6/27/2020	6/27/2017	A
Larry Kuperus	5440 144th Way NW #26		6/27/2020	6/27/2017	A
Daren Willenbring	7312 147th Ter NW		6/27/2020	6/27/2017	A
Teddy Bear Houses, LLP	5715 150th La NW		6/27/2020	6/27/2017	A
Scott Walden	7961 150th La NW		6/27/2020	6/27/2017	A
Teddy Bear Houses, LLP	5515 152nd Ave NW		6/27/2020	6/27/2017	A
Jacob Webb	8331 158th La NW		6/27/2020	6/27/2017	A
Tyler Rowe	8750 167th La NW		6/27/2020	6/27/2017	A
Kylas LLC	15313 Argon St NW		6/27/2020	6/27/2017	A
Pete Medred	15385 Armstrong Blvd NW		6/27/2020	6/27/2017	A
Tom and Linda Zappe	14700 Cobalt St NW #20		6/27/2020	6/27/2017	A
RSDN Properties	13741 Dolomite St NW		6/27/2020	6/27/2017	A
Huy T Le	14111 Dysprosium St NW		6/27/2020	6/27/2017	A
Igor Belii	15255 Fluorine St NW		6/27/2020	6/27/2017	A
Joseph Braun	15256 Fluorine St NW		6/27/2020	6/27/2017	A
Tom and Linda Zappe	15396 Germanium St NW		6/27/2020	6/27/2017	A
Kylas LLC	14615 Helium St NW		6/27/2020	6/27/2017	A
Loren and Carole Peterson	13943 Ironstone Ter NW		6/27/2020	6/27/2017	A
Kylas LLC	15340 Kangaroo St NW		6/27/2020	6/27/2017	A
Andrew Gentz	15331 Krypton St NW		6/27/2020	6/27/2017	A
Teddy Bear Houses, LLP	15051 Nowthen Blvd NW		6/27/2020	6/27/2017	A
Teddy Bear Houses, LLP	15123 Nowthen Blvd NW		6/27/2020	6/27/2017	A
Ehssanollah Taghizaden	16000 Nowthen Blvd NW		6/27/2020	6/27/2017	A
Dan Dikken	14613 Olivine St NW		6/27/2020	6/27/2017	A
Jeffrey S Berg	14627 Olivine Ter NW		6/27/2020	6/27/2017	A

City of Ramsey
Rental License - License Types

Company	Location	Complex	Exp. Date	Council Date	Statu
Rental					
Angela Halek	14569 Olivine Way NW		6/27/2020	6/27/2017	A
Thomas and Patricia Abeln	14652 Peridot Ter NW		6/27/2020	6/27/2017	A
Nathan and Elizabeth Brotzel	15398 Radium St NW		6/27/2020	6/27/2017	A
Jack Spray	15429 Radium St NW		6/27/2020	6/27/2017	A
Jonathan and Jennifer Bicknese	15467 Radium St NW		6/27/2020	6/27/2017	A
William and Elizabeth Erhart	16300 Ramsey Blvd NW		6/27/2020	6/27/2017	A
Ryan Peterson	6926 Riverdale Dr NW		6/27/2020	6/27/2017	A
Dean M. Scott (C4D w/ Scott Vaver	6936 Riverdale Dr NW		6/27/2020	6/27/2017	A
MCR Investments III, LLC	15533 Sodium Way NW		6/27/2020	6/27/2017	A
Tom and Linda Zappe	15555 Sodium Way NW		6/27/2020	6/27/2017	A
Bury Properties, LLC	14190 Tungsten St NW		6/27/2020	6/27/2017	A
Jason Domino	18031 Vanadium St NW		6/27/2020	6/27/2017	A
Gene and Mary Jo Strande	14180 Xenon St NW #6		6/27/2020	6/27/2017	A
Paula Anderson	14211 Xenon St NW #27		6/27/2020	6/27/2017	A
Ingrid Melander	14220 Xenon St NW #10		6/27/2020	6/27/2017	A
Beverly Pouti	16520 Yttrium St NW		6/27/2020	6/27/2017	A
Figge Family Properties, LLC	13929 St Francis Blvd NW	Rivers Bend Apartments	6/27/2020	6/27/2017	A

Rental License Count: 61

Total Licenses: 61

CC Regular Session **4. 5.**

Meeting Date: 06/27/2017

By: Jeff Katers, Police

Information

Title

Award Contract for a Towing Vendor for the City of Ramsey

Purpose/Background:

The City of Ramsey has a two-year contract for towing services with NorthStar Towing that will expire June 30, 2017. Staff s requesting authorization to enter into a new three-year contract for towing services with NorthStar Towing for the City of Ramsey. This contract would run through June 30, 2020.

Notices were published in the Anoka County Union and a Request for Proposal (RFP) was released on May 24, 2017. The deadline for proposals was June 13, 2017, at 4:30 p.m. The RFP was modified from previous years based on discussions with council at work sessions.

Staff was aware of four towing companies that provided proposals for service in past years. City Wide Services, First Choice Towing, NorthStar Towing, and Collins Brothers Towing) were all mailed requests for proposals during the release date. Staff received two proposals in response to the RFP. The proposals are not attached to the case as they contain proprietary information and information on towing personnel. A summary sheet has been added to this case that shows the various charges for services as requested in the RFP.

Notification:

A Letter will be mailed to the company not selected. Staff will contact the selected company and present a contract for services.

Funding Source:

Police, Fire and Public Works vehicles will be towed at a flat rate of $25. Seized vehicles will be at a rate determined in the towing contract. Tows that occur due to arrest, accident, motorist aid or other police matter will be paid by the owner/driver of the vehicle at the rate determined in the contract.

Recommendation:

Staff is recommending entering into a contract with NorthStar Towing for three years. NorthStar had the overall lowest prices and met all the conditions of the RFP. Staff is familiar with the equipment, capabilities, and public safety towing experience of both companies that provided proposals. Both companies have been long time providers of public safety towing with other municipalities and state agencies. The City Attorney will review the contract prior to signature by city staff.

Action:

Motion to authorize city staff to enter into a three year contract with NorthStar Towing.

Attachments

Towing RFP 2017

Summary of proposed charges

Form Review

Inbox	Reviewed By	Date
Jo Thieling	Jo Thieling	06/22/2017 12:50 PM
Kurt Ulrich	Kurt Ulrich	06/22/2017 01:29 PM

Form Started By: Jeff Katers Started On: 06/22/2017 11:48 AM

Final Approval Date: 06/22/2017

CITY OF RAMSEY

REQUEST FOR PROPOSAL

TOWING, IMPOUNDING AND STORAGE OF MOTOR VEHICLES

Proposal Release Date: May 24, 2017
Proposal Due Date: June 13, 2017 4:30pm

Chief Jeff Katers
Ramsey Police Department
7550 Sunwood Dr.
Ramsey, MN 55303
(753)-427-6812

Introduction

The City of Ramsey, Minnesota, hereby issues a Request for Proposal for the intended purpose of retaining a service to provide Towing, Impounding and Storage of Motor Vehicles for the City 24 hours per day, 365 days per year, on an as needed and directed basis. Such direction is to be by the Chief of Police, the Fire Chief, the Director of Public Works and the Director of Fire and Building Inspections, of the City of Ramsey or their authorized and legal representatives.

Interested parties in the Towing service business may submit a proposal for Towing, Impounding and Storage of Motor Vehicles services. Each proposal must be submitted in a sealed envelope. To be considered a valid proposal, all interested Towing service businesses must submit proposals consistent with the terms and conditions outlined herein on or by 4:30 p.m. on Tuesday, June 13, 2017. A copy of the RFP may be received by contacting Chief Jeff Katers, Ramsey Police Department, 7550 Sunwood Dr NW, Ramsey, MN 55303.

The contract for service shall commence on July 1, 2017 and terminate on June 30, 2020.

RFP Process and Limitations

Prospective Towing service businesses please note that this is a request for proposal process and not a request for bids. The City of Ramsey will take all factors into consideration when determining the appropriate service provider for Ramsey. This RFP outlines minimum terms and conditions that must be met in order to be considered a viable proposal. Any proposal that does not meet the minimum requirements will be rejected. Towing service businesses have the option of making a proposal that is above and beyond the minimum terms and conditions. There will be no public bid opening.

The RFP does not commit the City of Ramsey to award or pay any costs incurred in preparation of a Towing service business's proposal. The City may modify any part of the RFP at any time prior to the contract selection. The City will modify the RFP only by issuing a written addendum. Addenda will be consecutively numbered in the order they are issued. The City reserves the right to reject all proposals. The City reserves the right to cancel this RFP if it is in the best interest of the City. The selection of this contract is contingent upon the approval of the Ramsey City Council.

Any addenda issued by the City will be mailed to all that are specifically known by the City to have received an original RFP. The City is not responsible for a Towing service business that does not receive an addendum.

Each towing service business may supplement their proposal once in response to each addendum. Towing service businesses may also clarify their proposals in response to a written request by the City for supplemental information. The City will consider no other proposal supplements.

All submissions by the towing service business will become part of the selected towing service business's contract by the City.

Any proposal received after 4:30 p.m. on June 13, 2017 will not be considered and will be returned to the towing service business unopened. Once the City receives the proposals, Towing service businesses cannot modify or withdraw their proposal unless directed by the City. All proposals become the property of the City of Ramsey, and will be considered public information after a proposal has been selected. Towing service businesses may label certain sections as "Proprietary," as allowed by the Minnesota Government Data Practices Act, and those sections will not be made public.

Submittal of RFP

Proposal shall be submitted to the attention of

Chief Jeff Katers
Ramsey Police Department
7550 Sunwood Dr NW
Ramsey, MN 55303

Deadline for submission of proposals is 4:30 p.m., Tuesday, June 13, 2017.

Questions relative to the RFP should be directed to Chief Katers at (763) 427-6812. Requests for clarification(s) will be considered until five (5) working days prior to proposal due date.

Terms and Conditions

1. In order to qualify for consideration under these terms and conditions, the potential Contractor's proposal must state what satisfactory equipment the Towing service actually owns, plans to buy, or is planning to rent at the time the proposal is submitted. The potential Contractor must also have direct access to trained, available personnel at the time the contract begins, in order to provide immediate and prompt service as ordered and requested by the authorized City officials. The qualifying of proposals to meet this will be permitted, such as the acquisition of equipment being dependent upon proposal selection, etc. Failure to have or have access to the listed equipment when the contract is to commence will void the contract.

2. The successful Contractor must own or have available within a 10-mile radius of the Intersection of Ramsey Blvd NW (Co Rd 56) and Bunker Lake Blvd NW (Co Rd 116), Ramsey, MN 55303, the following equipment as a minimum:

    A. To tow passenger vehicles, including cars, light trucks, vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), one truck having a manufacturer's gross vehicle weight rating of 12,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and

    B. To tow vehicles of ¾ ton to 1 ½ ton capacity, one truck having a manufacturer's gross vehicle weight rating of 16,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and

C. One truck having a manufacturer's gross vehicle weight rating of 52,000 lbs., to be equipped with a crane and winch, and further equipped to control movement of the towed vehicle, and

D. Equipment sufficient and designed to move vehicles not amenable to towing or to move a completely demolished vehicle by means of dollies or low bed trailers.

E. Equipment for 2-way communications with Anoka County Central Communications (Dispatch).

A listing of all equipment to be utilized shall be submitted with the proposal. Such listing shall show the make and model of all equipment available for use under this contract, along with size and all other pertinent information, such as specialized equipment not necessarily herein specified, but which may be a factor in performing effectively and efficiently.

All equipment to be used by the Contractor under this contract shall be maintained in good repair and condition. The City reserves the right to inspect the equipment from time to time for the purpose of determining that equipment condition is in conformance with the terms and conditions and the contract.

3. In order to be in consideration for proposal selection, all storage and parking lot facilities and all equipment to be used by the Contractor under this contract must be located within a 10-mile radius of the Intersection of Ramsey Blvd NW (Co Rd 56) and Bunker Lake Blvd NW (Co Rd 116), Ramsey, MN 55303. The storage and parking lot facilities must meet all of the applicable State building code standards and municipal license and zoning requirements, including those relating to screening and landscaping of the City in which the facility is located.

4. The facilities proposed to be utilized under this contract must have the capability of storing a minimum of one (1) vehicle inside and a further capability of providing storage for a minimum of ten (10) vehicles outside. Inside storage will be necessary only when so requested or directed by an authorized official of the City of Ramsey as identified in these terms and conditions. When a direction is given to store a unit inside, such directions may be accompanied by certain instructions for security measures to be employed. The security responsibilities become the responsibility of the storing agent while the unit is in his/her keeping.

5. The Contractor performing under this contract shall assume all and full responsibility for the conduct of his/her employees. The Contractor guarantees that all of the employees performing under this contract will be adequately trained in their profession, will respond promptly to all calls, will provide safe and adequate equipment (as herein specified), be clean and neat in appearance, use decent language, free of profanity, and treat the public courteously at all times. Request for service from the Ramsey Police Department must be given first priority by all towing dispatchers serving as agents for the Contractor.

6. The Contractor will be solely responsible for loss or damage to any vehicle, including all equipment and contents, from the time direction is given by the authorized City representative turning the vehicle over to the Contractor or his Agency and until such time as the vehicle is legally released to the registered or actual owner or legal agent thereof.

7. The performing Contractor must agree to maintain proper records of all vehicles received. The record keeping system shall meet the approval of the Ramsey Chief of Police and records are to be available at all times for inspection by authorized City officials. The records must include a copy of the police impounding report. A report shall be submitted monthly to the Ramsey Chief of Police detailing all vehicles towed for the City and charges incurred during that current month. All contents of such reports shall meet the approval of the Ramsey Chief of Police.

8. All vehicles towed or impounded are to be released only upon receipt of the proper legal release form to be issued by the Ramsey Police Department, except for private tows. In special cases, a verbal release may be given by the Ramsey Police Department. The release form will then include the name of the department official that approved the release.

9. While performing under this contract and under these terms and conditions, the Contractor or his/her designated representative(s) must be present at the storage facility for the purpose of releasing vehicles to authorized persons Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m. (excluding legal holidays). During Saturdays, Sundays, and legal holidays, the Contractor must be available between 12:00 p.m. and 2:00 p.m. by appointment only. It is not necessary that the Contractor or his/her designated representatives be physically present at the storage facility, but the City must be able to contact the Contractor or his/her designated representative on an as needed basis during these times. Providing the City with a phone number where the Contractor can be reached during these times would be adequate for purposes of this paragraph.

10. It shall be agreed under this contract that motor vehicles will not be driven at any time during the towing procedure. In the event that the vehicle is without tires or has flat tires, the performing Contractor agrees to tow the vehicle without damaging the wheels and further agrees not to tow any vehicle on its rims, on wheels without tires, or on flat tires.

11. Upon arrival at the scene of a tow where a vehicle accident has occurred, the performing Contractor, in addition to the physical removal of the vehicle, assumes full responsibility for removing any vehicular parts or debris, excluding liquids and commercial cargo, resulting from the accident. This clean-up is to be completed without any additional compensation.

12. The performing Contractor shall be entitled to a charge for his/her towing and storage services pursuant to the fees submitted in the accompanying proposal. The Contractor shall agree that neither the City nor any Department thereof is responsible for any charges as a result of towing and/or storage and that the Contractor assumes all liability for any and all unpaid charges. NOTE: This provision and these terms and conditions are in no way a law or regulation relating to the “price, route, or service of

any motor carrier… with respect to the transportation of property" under 49 U.S.C. Sec. 14501 (C)(1)(1997).

13. If an involved private owner/operator makes a timely request for a tow by someone other than our Contractor, such request shall be honored by the Police Department. In either instance, the owner/operator is solely responsible for all associated charges.

14. For vehicles identified by the Police Department as subject to forfeiture, and subsequently released to the Police Department pending the outcome of forfeiture proceedings, the performing Contractor shall indicate a flat rate charge per forfeited vehicle. The flat rate shall include towing, storage on the date of the tow, and three days of storage after the date of the tow. The flat rate applies to all cars, light trucks, vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), identified by the Police Department as subject to forfeiture by the City.

15. Should the Contractor fail to appear at a designated tow point **within twenty (20) minutes** after receiving a call for a tow, the City reserves the right to call another towing service to perform the work.

    If the Contractor is called and is unable to respond due to conditions beyond his/her control, the authorized City officials shall be immediately so informed, and the right is hereby reserved to call another service to perform the work.

    In the event that at any time, it becomes necessary for the City to request the services of another towing service for the reasons detailed above, the City retains the right to hold the Contractor retained under this contract responsible for any additional charges over and above the fee schedule recorded in this proposal. Such charges shall be assessed only if the response time is due to negligence or laxity on the part of the Contractor, which negligence might include equipment failure.

16. The Contractor performing under this contract shall operate and maintain its parking and storage facility in compliance with the terms of this contract and all State and City applicable laws, ordinances, rules and regulations that are presently in effect or which may hereafter be adopted. Pursuant to Minnesota Statutes section 168B.06, subdivisions 1 and 2, it is the responsibility of the Contractor taking a vehicle in custody to give notice of the taking within five (5) days to the vehicle owner and/or lien holder(s).

17. The Contractor performing under this contract shall allow other towing companies into their facility to retrieve or claim vehicles that they have been authorized to remove.

18. No alterations or modifications of the terms of this contract shall be valid unless made in writing and signed by authorized representatives of both parties hereto.

19. In the event of a breach by the Contractor of any terms or conditions of this agreement, the City shall have, in addition to any other legal recourse, the right to terminate this agreement forthwith.

20. Either party may terminate this contract upon the serving of such termination notice to the other, in writing, thirty (30) days prior to the intended termination date.

21. A copy of this contract, along with the authorized fee schedule, shall be posted in a conspicuous place in the Contractor's place of business.

Failure to meet any or all of the requirements of this section may result in termination of the contract at any time, as per the conditions specified for contract termination.

Insurance

The successful Contractor shall not commence work under the contract until the specified insurance coverages have been obtained. The Contractor shall file, within seven (7) days following notification of proposal selection, with the Ramsey City Clerk, all certificates of insurance or documentation thereof indicating that all specific insurance has been obtained and is in full force. The City of Ramsey shall be named as an additional insured on said comprehensive general liability policy.

The following coverage's are required as minimums:

A.

1. Public Liability Insurance: $1,000,000 Comprehensive General Liability (including assault)

2. Business Auto Policy with all coverage's (all vehicles) with $1,000,000 limits.

3. Garage Keepers Legal Liability.

B. Workers' Compensation Insurance covering all employees of the Contractor, or his/her agents, working under this contract in accordance with the Minnesota Workers' Compensation Law.

The Contractor shall agree to provide to the Ramsey City Clerk, thirty (30) days prior written notice in the event any policy is canceled or a material change is effected and each policy must contain a provision that the insurer notify the Ramsey City Clerk immediately if a policy is canceled or a material change has been effected.

Performance Bond

On or before the date that the contract between the City and the towing service becomes effective, the Contractor shall file with the Ramsey City Clerk an acceptable Corporate surety bond in the amount of $10,000, payable to the City of Ramsey and subject to the approval by the Ramsey City Attorney for the faithful performance of all duties and obligations imposed under the terms and conditions of the contract.

Proposal Evaluation and Selection of Contract

It is the intent of the City to enter into a contract with the towing service that will best serve the City's needs and who meets all of the terms and conditions set forth herein. In addition, the City will evaluate proposals in a manner consistent with the following:

Evaluation Criteria

All towing service proposals will be evaluated on their ability to provide the following services and the cost that each towing service business will charge for providing each service. The towing and storage services listed below have been given a point total based on service provided to citizens and the City of Ramsey. Proposals can score a maximum of **75 points.** The towing service business that offers to provide each service for the lowest cost shall receive the highest point value for that service. The towing service business with the highest aggregate point total is the low proposal in terms of cost, but is not necessarily the Towing service that will best serve the City's needs. The Chief of Police will have sole discretion on additional evaluation criteria, including but not limited to, experience in public safety towing, quality of services provided, customer complaints, equipment and facilities, etc. Please include professional references and any additional towing contract experience in proposals so it can be evaluated.

1. Charge for towing of passenger vehicles; including cars, light trucks (3/4 ton or less), vans, utility vehicles, 4-wheel drive vehicles, motorcycles, and recreational vehicles (to include ATV's, snowmobiles and mini-bikes), i.e.- a basic impound tow. ***10 points possible- 5 each***
    a) tow truck
    b) flat bed

2. Charge for towing of passenger vehicles (listed above) that have been involved in an accident. ***10 points possible- 5 each***
    a) tow truck
    b) flat bed

3. Charge for towing of vehicles ¾ ton to 1½ ton capacity ***5 points possible***
    a) tow truck
    b) flat bed

4. Charge for towing of vehicles larger than 1½ ton capacity ***5 points possible***

5. Charge for towing of vehicles larger than 1½ ton capacity involved in an accident ***5 points possible***

6. Winch out charge (use the following location for purposes of this proposal: median of Hwy 10 NW, 30 feet off roadway) ***5 points possible***

7. "Hook up" or "Impound" charge (in lieu of fees charged in #1, #2, #3 or #4 above) Charge for vehicle dropped at same location- not removed ***5 points possible***

8. "Loaded Mile" rate for transporting vehicle to impound lot ***5 points possible***

9. Charge for each 24 hours of storage; including day of tow.
   Inside storage ***5 points possible***
   Outside storage ***5 points possible***

10. Flat rate charge for designated forfeiture vehicles released to Police ***5 points possible***

11. Charge for towing of marked or unmarked police vehicles, fire department administrative vehicles, and public works utility vehicles and equipment ***5 points possible***

12. Administrative fee (per tow) ***5 points possible***

All prices or rates for these services contained in a towing business's proposal are considered the prices that will be used when the City enters into the contract for Towing services with the Contractor. The Contractor may not change, modify, alter, or amend the prices or rates for services contained in its proposal when entering into the contract for towing services. The Contractor also may not change, modify, alter, or amend the prices or rates for services contained in its proposal for the duration of the contract period, unless such change, modification, alteration, or amendment is made in writing and approved by both the City and the Contractor.

The City retains the right to waive any informality or irregularity in any proposal or proposals received; and to select the proposal(s) which in its judgment is in its own best interest. Upon selection, the Towing service shall negotiate with the City for the purpose of entering into a contract implementing the terms of the proposal. Unsuccessful Towing service businesses will receive notification within ten (10) working days after the selection of the Towing services.

Each proposal shall address items called out in the Terms and Conditions section along with each of the evaluation standards.

Towing Services	Collins Brothers Towing	North Star Towing
Base Charge Tow Truck (Cars/Light Trucks/MC/ATV)	$90.00	$80.00
Involved in Accident	$110.00	$95.00
Base Charge Flat Bed (Cars/Light Trucks/MC/ATV)	$90.00	$85.00
Involved in Accident	$110.00	$100.00
Base Charge Tow Truck (Large Trucks 3/4-1 1/2 ton)	$115.00	$85.00
Base Charge Flat Bed (Large Trucks 3/4-1 1/2 ton)	$115.00	$85.00
Base Charge Med Duty Tow (L Trucks over 1 1/2 ton)	$290.00	$100.00
Involved in Accident	$435.00	$150.00
Base Charge Heavy Duty Tow (L Trucks over 1 1/2 ton)	$290.00	$100.00
Per Mile Additional Charge	$0.00	$0.00
Winch Out Charge	$65.00	$30.00
Winch Out + 30 Feet	$65.00	$30.00
Hook Up/Impound Charge	$50.00	$75.00
Loaded Mile Rate	$4.00	$4.00
Inside Storage (per day)	$45.00	$30.00
Outside Storage (per day)	$35.00	$30.00
Extra Large Storage (per day)	$0.00	$0.00
Police Forfeited Vehicle Flat Rate Charge	$75.00	$65.00
Police & Fire Vehicle Tows	$0.00	$25.00
Administrative Fee Per Tow ***	$30.00	$15.00
Fuel Surcharge	$0.00	$0.00
Clean Up Fee	$0.00	$0.00

CC Regular Session **4. 6.**

Meeting Date: 06/27/2017

By: Jackie Lipski, Finance

Information

Title

Adopt Resolution #17-06-152 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 8, 2017 through June 21, 2017

Action:

Motion to Adopt Resolution #17-06-152 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of June 8, 2017 through June 21, 2017.

Attachments

Bills List 06/27/2017

Resolution 6/27/2017

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	06/21/2017 11:29 AM
Kurt Ulrich	Kurt Ulrich	06/22/2017 12:19 PM
Form Started By: Jackie Lipski		Started On: 06/21/2017 11:20 AM
Final Approval Date: 06/22/2017		

RAMSEY CITY COUNCIL MEETING

6/27/2017

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Purchase Journal:	
Prepaids 6/8/17-6/21/17	315,112.81
Accounts Payable 6/8/17-6/21/17	240,782.92
Payroll 6/16/17	171,859.20
Pay Estimates- Projects	262,980.61

TOTAL SUBMITTED FOR APPROVAL THIS MEETING **$ 990,735.54**

		APPROVED PREV. MTG	2017 Y.T.D.
DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:			
	NET PAYROLL TOTAL	$ 315,185.40	$ 1,802,320.02
-	CORRECTION TO PAYROLL		
	PREPAIDS	1,187,513.36	3,730,240.99
-	PREPAID ADJUSTMENTS		
	WIRE TRANSFERS FOR DEBT SERVICE	362,658.76	1,043,452.51
-	CORRECTION TO D.S.		
	ACCOUNTS PAYABLE INVOICING - PREVIOUS MEETING:		
-	BILLS LIST SUBMITTED	250,466.66	2,923,165.26
	ADD (DELETE) BILLS LIST SUBMITTED		
	PAY ESTIMATE(S)		410,413.44
-	CHECKS VOIDED	0.00	0.00
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED		**$ 2,115,824.18**	**$ 9,909,592.22**

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
102925	6/8/2017		110553 ANCHOR PAPER COMPANY						
		1,641.42	COPIER PAPER		86766	10515341-00	0130.6203		DUPLICATING SUPPLY &
		1,641.42							
102926	6/8/2017		100404 CENTURYLINK						
		65.35	MAY 2017 SERVICE		86767	763 422-1452 795 MAY 2017	0452.6321		TELEPHONE
		65.35							
102927	6/8/2017		113306 DEFINITIVE TECHNOLOGY SOLUTIONS INC						
		228.64	PRINTERS MAY/JUNE 2017		86768	INV145169	0192.6405		OFFICE & DATA PROCES:
		228.64							
102928	6/8/2017		100169 EMERGENCY APPARATUS MAINTENANCE INC						
		497.21	WORK ON TANKER 21		86769	91711	0220.6388		OTHER VEHICLE REPAIR
		497.21							
102929	6/8/2017		115328 LENNAR						
		2,308.75	CANCEL PERMIT RA034613		86770	060617	9101.4205		BUILDING PERMIT
		159.65	CANCEL PERMIT RA034613		86770	060617	9101.2081		SURCHARGES-PERMITS
		75.00	CANCEL PERMIT RA034613		86770	060617	9101.4221		URBAN SEWER PERMIT
		75.00	CANCEL PERMIT RA034613		86770	060617	9101.4222		URBAN WATER PERMIT
		150.00	CANCEL PERMIT RA034613		86770	060617	9101.4208		MECHANICAL PERMIT
		140.00	CANCEL PERMIT RA034613		86770	060617	9101.4655		WATER METER INSTALLA
		200.00	CANCEL PERMIT RA034613		86770	060617	9101.4206		PLUMBING PERMIT
		275.00	CANCEL PERMIT RA034613		86770	060617	9601.4656		WATER METERS
		19.59	CANCEL PERMIT RA034613		86770	060617	9601.2082		SALES/USE TAX PAYABLE
		1,236.00	CANCEL PERMIT RA034613		86770	060617	9601.4606		DEVELOPER FEES (WAC
		2,485.00	CANCEL PERMIT RA034613		86770	060617	9602.2083		SAC CHARGES
		1,500.00	CANCEL PERMIT RA034613		86770	060617	9804.6433	00115712	REFUNDS
		8,623.99							
102930	6/8/2017		100291 MET COUNCIL SAC						
		44,730.00	MAY 2017 SAC CHARGES		86771	060617	9602.2083		SAC CHARGES
		447.30-	MAY 2017 SAC CHARGES		86771	060617	9602.4356		SEWER AVAILABILITY CH
		44,282.70							
102931	6/8/2017		100351 NCPERS MINNESOTA						
		368.00	JUNE 2017 LIFE INS		86772	7048617 JUNE 17	9101.2170		DENTAL/DISABILITY/LIFE
		368.00							
102932	6/8/2017		100510 VERIZON WIRELESS						
		170.99	APR/MAY 17 SERVICE		86773	9786154489	0130.6323		CELLULAR PHONES
		170.99							
102933	6/8/2017		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						
		27.95	5650 ALPINE DR- FIRE STATION 2		86774	150-1691-2206 MAY 17	0220.6489		OTHER CONTRACTED SE
		27.95							
102934	6/13/2017		113093 4 ACE PRODUCTIONS						
		295.00	SAFETY CAMP 2017 BE AWARE		86786	060717	0237.6249		MISCELLANEOUS OPERA
		295.00							
102935	6/13/2017		113929 BAGNE, JAMES						
		42.50	REIMBURSE- BELT/LUNCH TRAIN		86787	060917	0211.6231		UNIFORMS & TURN-OUT

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
									Continued.
102935	6/13/2017		113929 BAGNE, JAMES						
		10.00	REIMBURSE- BELT/LUNCH TRAIN		86787	060917	0211.6331		TRAVEL & LODGING
		52.50							
102936	6/13/2017		103324 BALABON, JAMES						
		155.00	REFUND DAMAGE/KEY DEPOSIT		86788	061217	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
102937	6/13/2017		112663 CAPSTONE HOMES INC						
		1,500.00	REFUND ERO ESC 16759 KAMACITE		86789	061317	9804.6433	00115484	REFUNDS
		2,000.00	REFUND DRIVE ESC 16747 KAMACIT		86790	061317A	9252.1155.1		MANUAL-ACCOUNTS RE(
		1,500.00	REFUND ERO ESC 16731 KAMACITE		86791	061317B	9804.6433	00115504	REFUNDS
		7,000.00	REF LAND/DRW ESC 16731 KAMACIT		86792	061317C	9252.1155.1		MANUAL-ACCOUNTS RE(
		2,000.00	REFUND DRIVE ESC 7042 167TH XI		86793	061317D	9252.1155.1		MANUAL-ACCOUNTS RE(
		1,500.00	REFUND ERO ESC 7085 167TH XING		86794	061317E	9804.6433	00115468	REFUNDS
		7,000.00	REF LAND/DRW ESC 7085 167TH XI		86795	061317F	9252.1155.1		MANUAL-ACCOUNTS RE(
		7,000.00	REF LAND/DRW 16736 KAMACITE		86796	061317G	9252.1155.1		MANUAL-ACCOUNTS RE(
		1,500.00	REFUND ERO ESC 16736 KAMACITE		86797	061317H	9804.6433	00115439	REFUNDS
		31,000.00							
102938	6/13/2017		110734 CITY OF RAMSEY						
		100.00	# 722155		86798	061317	9601.4651		WATER REVENUE
		189.77	# 718888		86798	061317	9601.4651		WATER REVENUE
		165.00	# 720561		86798	061317	9601.4651		WATER REVENUE
		454.77							
102939	6/13/2017		100112 COMMISSIONER OF TRANSPORTATION						
		60.00	PERMIT 2519 - YEARLY 2017		86799	2519 YEAR 2017	9230.6249		MISCELLANEOUS OPERA
		60.00							
102940	6/13/2017		100112 COMMISSIONER OF TRANSPORTATION						
		180.00	PERMITS 16114/16115- YEARLY 17		86800	16114/16115 YEAR-2017	9230.6249		MISCELLANEOUS OPERA
		180.00							
102941	6/13/2017		107523 CREATURE ENCOUNTERS						
		225.00	SAFETY CAMP 2017- ANIMAL SAFE		86801	060717	0237.6249		MISCELLANEOUS OPERA
		225.00							
102942	6/13/2017		107274 G L BERG ENTERTAINMENT						
		180.00	HAPPY DAYS DEP. 2017		86802	061217	0296.6249		MISCELLANEOUS OPERA
		180.00							
102943	6/13/2017		115762 HOLLENBECK, BRIAN						
		155.00	REFUND DAMAGE/KEY DEPOSIT		86803	061217	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
102944	6/13/2017		115763 JACOBSON, JENNY						
		155.00	REFUND DAMAGE/KEY DEPOSIT		86804	061217	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
102945	6/13/2017		115764 MCDONALD, CHRIS						
		155.00	REFUND DAMAGE/KEY DEPOSIT		86805	060817	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
102946	6/13/2017		109213 MOLDENHAUER, DREW						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
									Continued.
102946	6/13/2017		109213 MOLDENHAUER, DREW						
		1,283.16	REIMBURSE-LEEDS CONF 2017		86806	061217	0211.6335		TRAINING
		1,283.16							
102947	6/13/2017		115765 MURAWSKI, NICOLE						
		155.00	REFUND DAMAGE/KEY DEPOSIT		86807	061217	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
102948	6/13/2017		108181 PERKINS MEDIA GROUP						
		400.00	SAFETY CAMP 2017- DJ		86808	060717	0237.6249		MISCELLANEOUS OPERA
		400.00							
102950	6/13/2017		115767 SWENSON, JEFFREY JAMES						
		155.00	REFUND DAMAGE/KEY DEPOSIT		86810	061217	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
102951	6/13/2017		105628 WELLS CATERING SERVICE						
		790.88	SAFETY CAMP 2017- 2 DAYS BRKFS		86811	42859/42858	0237.6249		MISCELLANEOUS OPERA
		790.88							
102952	6/13/2017		113058 WIEBER, RICH						
		375.00	SAFETY CAMP- BIKE SAFETY 17		86812	7967	0237.6249		MISCELLANEOUS OPERA
		375.00							
102953	6/13/2017		111137 WRIGHT HENNEPIN COOPERATIVE ELECTRIC						
		27.95	7550 SUNWOOD DR- PD		86813	150-1682-6501 MAY 17	0211.6489		OTHER CONTRACTED SE
		27.95							
103044	6/15/2017		100012 ACE SOLID WASTE INC						
		26,145.85	MAY 17 RECYCLE CONTRACT		86900	2829403	9604.6489		OTHER CONTRACTED SE
		84.53	FIRE DEPTS MAY 2017		86901	2840750	0220.6374		REFUSE/RECYCLING
		106.13	MAY 17 MISC PW ACCTS		86902	2829419	0311.6374		REFUSE/RECYCLING
		153.32	MAY 17 MISC PW ACCTS		86902	2829419	0194.6374		REFUSE/RECYCLING
		424.80	MAY 17 MISC PW ACCTS		86902	2829419	0452.6374		REFUSE/RECYCLING
		35.38	MAY 17 MISC PW ACCTS		86902	2829419	9601.6374		REFUSE/RECYCLING
		35.38	MAY 17 MISC PW ACCTS		86902	2829419	9602.6374		REFUSE/RECYCLING
		35.37	MAY 17 MISC PW ACCTS		86902	2829419	9605.6374		REFUSE/RECYCLING
		528.00	RECYCLE DAYS MAY 2017		86903	2829418	9604.6249		MISCELLANEOUS OPERA
		27,548.76							
103045	6/15/2017		103678 CLIMB THEATRE INC						
		476.00	SAFETY CAMP 2017-DIFF CLASS		86904	2017.0087	0237.6249		MISCELLANEOUS OPERA
		476.00							
103046	6/15/2017		115768 GABLES MANOR HOMEOWNERS ASSOCIATION						
		100.00	REFUND DAMAGE DEPOSIT 2/12/16		86905	061317	9804.1160		KEY & DAMAGE DEPOSIT
		100.00							
103047	6/15/2017		114431 HINNENKAMP, JAKE						
		10.00	MEAL REIMBURSE- TRAINING		86906	061517	0211.6331		TRAVEL & LODGING
		10.00							
103048	6/15/2017		100602 MN POLLUTION CONTROL AGENCY						
		310.00	MPCA SEWER EXT PERMIT		86907	061417	9602.1730	00201709	IMPROVEMENTS OTHER
		310.00							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
103048	6/15/2017		100602 MN POLLUTION CONTROL AGENCY						Continued.
103049	6/15/2017		115232 NORTHERN TECHNOLOGIES LLC						
		1,500.75	RE: COR THREE		86908	19666	9804.6315	00115237	MISCELLANEOUS PROFE
		791.25	RE: COR THREE		86909	19872	9804.6315	00115237	MISCELLANEOUS PROFE
		2,292.00							
103050	6/15/2017		115766 PETERSON, JESSICA						
		57.07-	DAMAGE DEP REFUND		86910	061217	9101.4609		OTHER MISCELLANEOUS
		100.00	DAMAGE DEP REFUND		86910	061217	9804.1160		KEY & DAMAGE DEPOSIT
		42.93							
103051	6/15/2017		112959 PREMIUM WATERS INC						
		106.04	FD WATER		86911	621332-05-17	0220.6489		OTHER CONTRACTED SE
		29.64	FD- WATER		86912	621331-05-17	0220.6489		OTHER CONTRACTED SE
		135.68							
103052	6/15/2017		113737 RATWIK ROSZAK AND MALONEY PA						
		2,828.99	APRIL 2017 RETAINER		86913	60513	0161.6304		LEGAL FEES
		290.00	APRIL 2017 RETAINER		86913	60513	9435.6304		LEGAL FEES
		407.50	APRIL 17 SERVICES		86914	60512	0161.6304		LEGAL FEES
		304.50	APRIL 17 SERVICES		86914	60512	9214.6304		LEGAL FEES
		411.50	APRIL 17 SERVICES		86914	60512	9230.6315		MISCELLANEOUS PROFE
		145.00	APRIL 17 SERVICES		86914	60512	9410.6304	00041017	LEGAL FEES
		37.00	APRIL 17 SERVICES		86914	60512	9804.6304	00114649	LEGAL FEES
		37.00	APRIL 17 SERVICES		86914	60512	9804.6304	00115142	LEGAL FEES
		290.00	APRIL 17 SERVICES		86914	60512	9804.6304	00115267	LEGAL FEES
		4,751.49							
103053	6/15/2017		100440 SHORT ELLIOT HENDRICKSON INC						
		499.37	ANTENNA PROJECT		86915	328793	9804.6315	00114873	MISCELLANEOUS PROFE
		499.37							
103054	6/15/2017		114151 TASC (FEES)						
		378.25	REBA/VEBA FEES MAY 2017		86916	IN1048225	0130.6315		MISCELLANEOUS PROFE
		378.25							
103055	6/15/2017		101292 THIELING, JOANN						
		30.41	REIMBURSE MNFOA MTG		86917	061317	0130.6331		TRAVEL & LODGING
		30.41							
103056	6/15/2017		100510 VERIZON WIRELESS						
		727.22	MAY/JUNE 2017 SERVICE		86918	9786740600	0211.6415		OTHER EQUIPMENT REN
		727.22							
103057	6/19/2017		100257 LAW ENFORCEMENT LABOR SRV INC						
		539.00			86642	060117958102	9101.2177		UNION DUES
		539.00			86890	061517736172	9101.2177		UNION DUES
		1,078.00							
103058	6/19/2017		100298 MN AFSCME COUNCIL 5						
		744.95			86643	060117958103	9101.2177		UNION DUES
		773.59			86891	061517736173	9101.2177		UNION DUES
		1,518.54							
103059	6/20/2017		115647 AURA FABRICATORS INC						

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
103059	6/20/2017		115647 AURA FABRICATORS INC						Continued.
		3,820.00	METAL RAILING		86970	8598	0452.6249		MISCELLANEOUS OPERA
		3,820.00							
103060	6/20/2017		106346 BAUER BUILT INCORPORATED						
		202.00	TIRE REPAIR 686		86964	940043551	0311.6387		TIRE MOUNTING & BALAI
		345.00	TIRE REPAIR 686		86964	940043551	0311.6257		OTHER VEHICLE PARTS
		345.00	TIRE REPAIR 686		86964	940043551	0452.6257		OTHER VEHICLE PARTS
		892.00							
103061	6/20/2017		115774 HAYFT FIELDS, TAMMY						
		155.00	REFUND DAMAGE/KEY DEPOSIT		86965	061617	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
103062	6/20/2017		115775 KING JONES, ANGELA						
		155.00	REFUND DAMAGE/KEY DEPOSIT		86966	061617	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
103063	6/20/2017		115776 METROPOLITAN COUNCIL						
		100.00	REFUND ROOM DEP CDC MTG		86967	061617	9101.4304		RENTAL FEES - REAL PR
		100.00							
103064	6/20/2017		115746 PRASKE, TERESA						
		155.00	REISSUE DEP REFUND		86968	062017	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
103065	6/20/2017		115773 RINDERKNCHT, JAMIE						
		155.00	REFUND DAMAGE/KEY DEPOSIT		86969	061617	9804.1160		KEY & DAMAGE DEPOSIT
		155.00							
103066	6/20/2017		112719 WHEELS OF THUNDER						
		1,498.00	JULY/AUG 17 RAM RESIDENT ADS		86971	062017	9101.4609		OTHER MISCELLANEOUS
		1,498.00							
90422066	6/16/2017		100398 PUBLIC EMPLOYEES RETIREMENT ASSN						
		50.00			86780	061317928101	9101.2174		PERA-EMPLOYEE
		50.00			86781	061317928102	9101.2183		PERA-EMPLOYER
		17,975.86			86892	061517736174	9101.2174		PERA-EMPLOYEE
		23,830.67			86893	061517736175	9101.2183		PERA-EMPLOYER
		41,906.53							
92030058	6/16/2017		101306 IRS						
		353.59			86776	0612171134142	9101.2171		FEDERAL WITHHOLDING
		1,509.17			86777	0612171134143	9101.2173		FICA & MEDICARE-EMPL
		1,509.17			86778	0612171134144	9101.2182		FICA & MEDICARE-EMPL
		417.07			86783	061317928104	9101.2171		FEDERAL WITHHOLDING
		330.24			86784	061317928105	9101.2173		FICA & MEDICARE-EMPL
		330.24			86785	061317928106	9101.2182		FICA & MEDICARE-EMPL
		27,218.41			86895	061517736177	9101.2171		FEDERAL WITHHOLDING
		12,402.92			86896	061517736178	9101.2173		FICA & MEDICARE-EMPL
		12,402.92			86897	061517736179	9101.2182		FICA & MEDICARE-EMPL
		56,473.73							
98061617	6/16/2017		115568 ALERUS FINANCIAL NA						
		741.00			86889	0615177361714	9101.2176		LIFE/HEALTH-EMPLOYEE
		741.00							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
98061617	6/16/2017		115568 ALERUS FINANCIAL NA						Continued.
98846016	6/16/2017		100601 MN DEPT OF REV WH						
		338.78			86775	0612171134141	9101.2172		STATE WITHHOLDING
		83.00			86782	061317928103	9101.2172		STATE WITHHOLDING
		10,847.28			86894	061517736176	9101.2172		STATE WITHHOLDING
		11,269.06							
99060817	6/8/2017		100629 MN DEPT OF REV SALES TX						
		114.93	May Sales Tax		86714	053117	9101.4305		RENTAL FEES
		18.51	May Sales Tax		86714	053117	9101.4328		ACCIDENT REPORTS
		8.69	May Sales Tax		86714	053117	9101.4308		SALES OF MAPS & PUBLI
		.54	May Sales Tax		86714	053117	9101.4609		OTHER MISCELLANEOUS
		309.86	May Sales Tax		86714	053117	9601.2082		SALES/USE TAX PAYABLE
		1.42	May Sales Tax		86714	053117	9601.2082		SALES/USE TAX PAYABLE
		.05	May Sales Tax		86714	053117	9601.2085		ANOKA COUNTY TRANSI
		454.00							
99061217	6/12/2017		114740 BOND TRUST SERVICES CORPORATION						
		6,502.50	SERIES 2014A/2016A		86779	35024/35027	9349.6611		BOND INTEREST
		29,700.00	SERIES 2014A/2016A		86779	35024/35027	9352.6611		BOND INTEREST
		36,202.50							
99061317	6/13/2017		107885 DEPARTMENT OF LABOR AND INDUSTRY						
		2,159.17	May Surcharges		86765		9101.2081		SURCHARGES-PERMITS
		43.22-	May Surcharges		86765		9101.4604		SURCHARGES
		2,115.95							
99061517	6/15/2017		108768 COMDATA NETWORK INC						
		7.96	AMAZON.COM AMZN.COM/BI , BLUML		86898	MAY17 COMDATA PCARD	0211.6208		MISCELLANEOUS OFFICI
		6.07	AMAZON.COM AMZN.COM/BI , BLUML		86898	MAY17 COMDATA PCARD	0211.6208		MISCELLANEOUS OFFICI
		212.23	COBORN'S SUPERSTORE , BLUML		86898	MAY17 COMDATA PCARD	0211.6331		TRAVEL & LODGING
		7.49	MENARDS ELK RIVER MN , BLUML		86898	MAY17 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		14.58	MENARDS ELK RIVER MN , BLUML		86898	MAY17 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		5.97	MENARDS ELK RIVER MN , BLUML		86898	MAY17 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		9.34	MENARDS ELK RIVER MN , BLUML		86898	MAY17 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		2.98	MENARDS ELK RIVER MN , BLUML		86898	MAY17 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		23.49	MENARDS ELK RIVER MN , BLUML		86898	MAY17 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		6.49	MENARDS ELK RIVER MN , BLUML		86898	MAY17 COMDATA PCARD	0211.6207		TRAINING SUPPLIES
		25.00	TLO TRANSUNION , BLUML		86898	MAY17 COMDATA PCARD	0211.6315		MISCELLANEOUS PROFE
		74.95	AMAZON MKTPLACE PMTS , BRAMA		86898	MAY17 COMDATA PCARD	0130.6246		MARKETING & PROMOTI
		10.00	PARK & SHOP , BRAMA		86898	MAY17 COMDATA PCARD	0130.6331		TRAVEL & LODGING
		37.77	WM SUPERCENTER , BRAY		86898	MAY17 COMDATA	0194.6249		MISCELLANEOUS OPERA

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99061517	6/15/2017		108768 COMDATA NETWORK INC						Continued.
						PCARD			
		1.98	THE HOME DEPOT , FRANKFURTH		86898	MAY17 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERA
		1.98	THE HOME DEPOT , FRANKFURTH		86898	MAY17 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERA
		1.98	THE HOME DEPOT , FRANKFURTH		86898	MAY17 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERA
		1.98	THE HOME DEPOT , FRANKFURTH		86898	MAY17 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERA
		1.98	THE HOME DEPOT , FRANKFURTH		86898	MAY17 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERA
		1.98	THE HOME DEPOT , FRANKFURTH		86898	MAY17 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERA
		1.98	THE HOME DEPOT , FRANKFURTH		86898	MAY17 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERA
		1.98	THE HOME DEPOT , FRANKFURTH		86898	MAY17 COMDATA PCARD	0211.6249		MISCELLANEOUS OPERA
		9.99	AMAZON.COM , FREDRICKSON		86898	MAY17 COMDATA PCARD	0452.6208		MISCELLANEOUS OFFICI
		36.36	AMAZON.COM , FREDRICKSON		86898	MAY17 COMDATA PCARD	0452.6208		MISCELLANEOUS OFFICI
		30.00	AMERICAN PLANNING ASSO , GLADH		86898	MAY17 COMDATA PCARD	0191.6451		MEMBERSHIP DUES
		581.00	AMERICAN PLANNING ASSO , GLADH		86898	MAY17 COMDATA PCARD	0191.6451		MEMBERSHIP DUES
		2.99	BP#485011110TH AVE QPS , GLADH		86898	MAY17 COMDATA PCARD	0191.6331		TRAVEL & LODGING
		.27	BP#485011110TH AVE QPS , GLADH		86898	MAY17 COMDATA PCARD	0191.6331		TRAVEL & LODGING
		15.00	FACEBK P2MQXCN8U2 , GLADHILL		86898	MAY17 COMDATA PCARD	0191.6352		GENERAL NOTICE & PUB
		8.50	JACOB JAVITS CC CONCES , GLADH		86898	MAY17 COMDATA PCARD	0191.6331		TRAVEL & LODGING
		19.80	GALLS , KOHNER		86898	MAY17 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		1.50	GALLS , KOHNER		86898	MAY17 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		1.33	GALLS , KOHNER		86898	MAY17 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		425.00	MID AMERICA METER , NELSON		86898	MAY17 COMDATA PCARD	0452.6249		MISCELLANEOUS OPERA
		27.37-	FIRST STATE TIRE DISPO , RIEME		86898	MAY17 COMDATA PCARD	0311.6374		REFUSE/RECYCLING
		516.96	GRANDVIEW LODGE AND TE , RIEME		86898	MAY17 COMDATA PCARD	0311.6335		TRAINING
		216.45	JEFF STEIN SNAPON , RIEMER		86898	MAY17 COMDATA PCARD	0311.6281		SMALL TOOLS & MINOR E
		469.99	MENARDS COON RAPIDS MN , RIEME		86898	MAY17 COMDATA PCARD	0311.6281		SMALL TOOLS & MINOR E
		108.30	SMARTSIGN , RIEMER		86898	MAY17 COMDATA PCARD	0260.6249		MISCELLANEOUS OPERA
		618.75	ACTIVE911 INC , SCHIFERLI		86898	MAY17 COMDATA PCARD	0220.6452		SUBSCRIPTIONS
		66.75	CHIEF SUPPLY , SCHIFERLI		86898	MAY17 COMDATA	0220.6281		SMALL TOOLS & MINOR E

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99061517	6/15/2017		108768 COMDATA NETWORK INC						Continued.
		33.38	MAMA DE LUCAS PIZZERIA , SCHIF		86898	PCARD MAY17 COMDATA PCARD	0220.6249		MISCELLANEOUS OPERA
		87.95	RESCUE SOURCE , SCHIFERLI		86898	MAY17 COMDATA PCARD	0220.6281		SMALL TOOLS & MINOR E
		56.70	CHANTICLEAR PIZZA , THIELING		86898	MAY17 COMDATA PCARD	0130.6249		MISCELLANEOUS OPERA
		141.90	GRANDVIEW LODGE AND TE , ULRIC		86898	MAY17 COMDATA PCARD	0311.6331		TRAVEL & LODGING
		52.71	AMAZON MKTPLACE PMTS , WIEMANN		86898	MAY17 COMDATA PCARD	0211.6204		STATIONERY, ENVELOPE
		44.58	AMAZON.COM , WIEMANN		86898	MAY17 COMDATA PCARD	0211.6204		STATIONERY, ENVELOPE
		3.18	AMAZON.COM , WIEMANN		86898	MAY17 COMDATA PCARD	0211.6204		STATIONERY, ENVELOPE
		90.00	BIFFS INC - ONLINE , WIEMANN		86898	MAY17 COMDATA PCARD	0270.6249		MISCELLANEOUS OPERA
		13.86	COBORN'S SUPERSTORE , WIEMANN		86898	MAY17 COMDATA PCARD	0270.6249		MISCELLANEOUS OPERA
		85.69	JIMMY JOHNS , WIEMANN		86898	MAY17 COMDATA PCARD	0270.6249		MISCELLANEOUS OPERA
		149.00	SKILLPATH NATIONAL , WIEMANN		86898	MAY17 COMDATA PCARD	0211.6335		TRAINING
		295.00	ECONOMIC DEVEL00 OF , BRAMA		86898	MAY17 COMDATA PCARD	9230.6451		MEMBERSHIP DUES
		559.96	AMAZON MKTPLACE PMTS , BLUML		86898	MAY17 COMDATA PCARD	0237.6249		MISCELLANEOUS OPERA
		275.00	MINNESOTA RURAL WATER , NELSON		86898	MAY17 COMDATA PCARD	9601.6335		TRAINING
		64.28	BURGER KING , ANDERSON		86898	MAY17 COMDATA PCARD	9604.6249		MISCELLANEOUS OPERA
		31.75	COBORN'S SUPERSTORE , ANDERSON		86898	MAY17 COMDATA PCARD	9604.6249		MISCELLANEOUS OPERA
		29.00	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		20.00	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		44.86	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		46.00	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		49.44	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0301.6223		GASOLINE
		16.00	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		46.61	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0301.6223		GASOLINE
		14.74	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		31.03	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		36.70	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0301.6223		GASOLINE
		51.13	BILL'S SUPERETTE		86899	MAY17 COMDATA	0220.6225		DIESEL FUEL

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99061517	6/15/2017		108768 COMDATA NETWORK INC						Continued.
						FUEL			
		28.73	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		25.04	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		44.00	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6225		DIESEL FUEL
		28.01	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6225		DIESEL FUEL
		30.32	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		28.85	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		32.17	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6225		DIESEL FUEL
		58.75	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		66.65	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		17.59	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6225		DIESEL FUEL
		50.73	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		44.19	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		56.05	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		45.58	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		60.86	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		43.30	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		102.81	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		48.16	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		49.60	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		79.40	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		54.65	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		29.01	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		39.00	CASEYS GEN STORE		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		11.06	CASEYS GEN STORE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		33.85	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0240.6223		GASOLINE
		28.65	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0240.6223		GASOLINE
		32.13	CASEYS RAMSEY		86899	MAY17 COMDATA	0240.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99061517	6/15/2017		108768 COMDATA NETWORK INC						Continued,
						FUEL			
		68.19	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		29.20	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0240.6223		GASOLINE
		69.09	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		41.57	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		33.06	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0240.6223		GASOLINE
		33.72	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		49.52	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		50.59	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		38.79	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		18.68	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		32.55	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		47.03	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0301.6223		GASOLINE
		47.74	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0301.6223		GASOLINE
		28.74	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		55.07	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		55.53	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		62.08	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		57.88	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		48.50	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		66.58	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		60.92	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		44.90	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		61.02	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		68.10	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		28.30	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0301.6223		GASOLINE
		40.00	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		38.45	HOLIDAY STNSTORE		86899	MAY17 COMDATA	0220.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99061517	6/15/2017		108768 COMDATA NETWORK INC						Continued.
						FUEL			
		48.05	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		48.26	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0452.6223		GASOLINE
		49.75	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		45.17	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0301.6223		GASOLINE
		27.73	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		33.20	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		40.44	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0194.6223		GASOLINE
		35.52	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0194.6223		GASOLINE
		45.00	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0194.6223		GASOLINE
		19.32	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		22.69	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		52.36	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		21.60	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		50.09	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		34.08	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0194.6223		GASOLINE
		95.20	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		50.25	SUPERAMERICA		86899	MAY17 COMDATA FUEL	0311.6223		GASOLINE
		29.31	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		20.28	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		10.31	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.14	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		21.70	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		21.68	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		12.92	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		19.55	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		19.38	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		27.33	CASEYS RAMSEY		86899	MAY17 COMDATA	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99061517	6/15/2017		108768 COMDATA NETWORK INC						Continued.
						FUEL			
		25.87	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		25.74	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		27.07	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		30.19	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		35.50	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		28.00	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		29.71	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		44.48	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		35.12	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		9.36	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.28	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		22.35	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		21.01	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		28.87	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		14.93	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		23.60	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		46.68	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		49.52	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		43.29	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		46.17	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		35.75	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		35.38	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		3.93	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		24.71	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		28.70	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		16.49	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		22.39	CASEYS RAMSEY		86899	MAY17 COMDATA	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99061517	6/15/2017		108768 COMDATA NETWORK INC						Continued.
		13.24	CASEYS RAMSEY		86899	FUEL MAY17 COMDATA FUEL	0211.6223		GASOLINE
		31.98	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		24.88	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		11.27	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		25.73	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.93	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		15.41	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		35.49	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.17	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		29.53	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		45.40	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		49.81	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		29.77	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.98	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		28.37	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		27.40	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		29.17	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		24.68	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		29.50	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		32.89	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		23.71	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		34.70	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		25.32	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		29.39	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		30.68	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.90	HOLIDAY DEALER		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		29.01	HOLIDAY STNSTORE		86899	MAY17 COMDATA	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99061517	6/15/2017		108768 COMDATA NETWORK INC						Continued.
						FUEL			
		15.49	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.00	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		28.50	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		14.00	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		17.00	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		17.00	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		30.07	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		33.77	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		37.18	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		27.33	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		40.87	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		28.15	KWIK TRIP		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		28.17	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		24.68	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		19.19	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		16.75	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		23.18	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		9.42	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		24.41	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		15.99	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		7.57	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.32	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		16.64	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		18.74	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		31.61	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		23.23	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		23.63	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99061517	6/15/2017		108768 COMDATA NETWORK INC						Continued.
		37.31	LITTLE DUKES RAMSEY		86899	FUEL MAY17 COMDATA FUEL	0211.6223		GASOLINE
		16.59	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		16.69	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		22.17	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		29.60	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		23.48	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		23.80	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		17.06	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.52	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		34.53	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		41.43	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		21.78	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		18.51	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		27.58	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		34.46	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		41.65	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		33.35	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		30.97	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		20.07	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		29.63	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		20.16	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		20.83	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		24.35	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		34.53	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		30.60	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		31.13	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		20.12	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99061517	6/15/2017		108768 COMDATA NETWORK INC						Continued.
		27.45	LITTLE DUKES RAMSEY		86899	FUEL MAY17 COMDATA FUEL	0211.6223		GASOLINE
		14.76	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		20.85	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		12.71	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		29.34	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		25.07	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		28.08	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		33.12	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		28.25	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		30.12	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		23.17	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		28.50	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		36.50	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		37.46	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		61.98	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		49.36	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		68.58	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.61	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		20.43	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		23.00	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		22.02	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		32.75	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		21.67	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		20.61	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		28.42	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		17.64	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.41	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA	0211.6223		GASOLINE

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
99061517	6/15/2017		108768 COMDATA NETWORK INC						Continued.
						FUEL			
		30.81	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		26.50	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		38.59	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		22.51	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		38.74	SUPERAMERICA		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		14.88	SUPERAMERICA		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		23.75	SUPERAMERICA		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		30.81	SUPERAMERICA		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		22.92	SUPERAMERICA		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		34.00	SUPERAMERICA		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		33.60	SUPERAMERICA		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		32.50	SUPERAMERICA		86899	MAY17 COMDATA FUEL	0211.6223		GASOLINE
		43.62	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	0220.6223		GASOLINE
		49.64	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	9601.6223		GASOLINE
		29.82	CASEYS RAMSEY		86899	MAY17 COMDATA FUEL	9601.6223		GASOLINE
		61.75	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	9602.6223		GASOLINE
		72.55	BILL'S SUPERETTE		86899	MAY17 COMDATA FUEL	9602.6223		GASOLINE
		65.50	HOLIDAY STNSTORE		86899	MAY17 COMDATA FUEL	9602.6223		GASOLINE
		69.90	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	9602.6223		GASOLINE
		55.10	LITTLE DUKES RAMSEY		86899	MAY17 COMDATA FUEL	9602.6223		GASOLINE
		13,795.97							
99061617	6/16/2017		107962 TOTAL ADMINISTRATIVE SERVICE CORP						
		3,080.56			86885	0615177361710	9101.2176		LIFE/HEALTH-EMPLOYEE
		3,080.56							
99411612	6/16/2017		100223 ICMA RETIREMENT TRUST 457						
		1,895.33			86884	061517736171	9101.2175		DEFERRED COMPENSAT
		1,895.33							
99633228	6/16/2017		114790 GREAT WEST LIFE AND ANNUITY INS CO						
		4,275.00			86887	0615177361712	9101.2175		DEFERRED COMPENSAT
		4,275.00							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description
									Continued.
99633501	**6/16/2017**		**114790 GREAT WEST LIFE AND ANNUITY INS CO**						
		1,342.10			86888	0615177361713	9101.2176		LIFE/HEALTH-EMPLOYEE
		1,342.10							
99724617	**6/16/2017**		**114486 SUN LIFE ASSURANCE COMPANY OF CANADA**						
		855.92			86638	0601179581011	9101.2176		LIFE/HEALTH-EMPLOYEE
		863.33			86886	0615177361711	9101.2176		LIFE/HEALTH-EMPLOYEE
		21.40	COBRA LUECK/PETERSON		86886	0615177361711	9101.2176		LIFE/HEALTH-EMPLOYEE
		264.97	LTD		86886	0615177361711	9101.2170		DENTAL/DISABILITY/LIFE
		566.30	LTD-Others		86886	0615177361711	9101.2170		DENTAL/DISABILITY/LIFE
		2,571.92							
		315,112.81	Grand Total						

Payment Instrument Totals

Checks	138,989.16
EFT Payments	176,123.65
Total Payments	315,112.81

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
110789	4IMPRINT	SAFETY CAMP WATER BOTTLES	PV	87009	001	09290	6/12/2017	5502007	91.17
	4IMPRINT P O BOX 320 101 COMMERCE STREET OSHKOSH WI 54901					Summary Total			91.17
						Payment Amount			91.17
110402	ADVANCE AUTO PARTS	MAY 2017 PURCHASES	PV	86850	001	09101	5/31/2017	053117	509.37
	ADVANCE AUTO PARTS	MAY 2017 PURCHASES	PV	86850	002	09101	5/31/2017	053117	123.94
	AAP FINANCIAL SERVICES P O BOX 742063 ATLANTA GA 30374-2063					Summary Total			633.31
						Payment Amount			633.31
100017	AIRGAS USA, LLC	MISC GASES	PV	86851	001	09101	5/31/2017	9944885168	28.76
	AIRGAS USA LLC P O BOX 802576 CHICAGO IL 60680-2576					Summary Total			28.76
						Payment Amount			28.76
109256	AMERICAN ENGINEERING TESTING INC	RE: SUNWOOD DR	PV	86919	001	09435	5/31/2017	96738	11,234.00
	AMERICAN ENGINEERING TESTING INC 550 CLEVELAND AVENUE NORTH ST. PAUL MN 55114					Summary Total			11,234.00
						Payment Amount			11,234.00
102953	AMERIGAS OF ANOKA	PROPANE	PV	86976	001	09101	6/16/2017	100566898	91.28
	AMERIGAS OF ANOKA P O BOX 371473 PITTSBURGH PA 15250-7473					Summary Total			91.28
						Payment Amount			91.28
100618	ANCOM COMMUNICATIONS INC	4 HEADSETS	PV	86920	001	09101	6/6/2017	70090	1,395.00
	ANCOM COMMUNICATIONS INC 1800 EAST CLIFF ROAD SUITE 17 BURNSVILLE MN 55337					Summary Total			1,395.00
						Payment Amount			1,395.00

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
Version	LOGIS004V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100026	ANDERSON IRRIGATION	WORK AT CENTRAL PARK	PV	86977	001	09805	6/6/2017	07-7140	552.61
				Summary Total					552.61
	ANDERSON IRRIGATION 3200 MAIN STREET NE SUITE 240	WORK AT CENTRAL PARK	PV	86978	001	09805	6/6/2017	07-7138	724.18
	MINNEAPOLIS MN 55448			Summary Total					724.18
		WORK AT CENTRAL PARK	PV	86979	001	09805	6/5/2017	07-7129	5,140.00
				Summary Total					5,140.00
		RE: SUNWOOD DR	PV	86980	001	09101	5/23/2017	07-7101	651.27
				Summary Total					651.27
		ALPINE PARK/COR	PV	86981	001	09101	5/11/2017	07-7062	3,036.15
				Summary Total					3,036.15
		ELMCREST PRK/SUNWOOD DR	PV	86982	001	09101	5/25/2017	07-7107	474.59
				Summary Total					474.59
		THE COR	PV	86983	001	09101	5/11/2017	07-7061	1,489.67
				Summary Total					1,489.67
		ELMCREST PRK	PV	86984	001	09101	5/25/2017	07-7106	1,299.85
				Summary Total					1,299.85
		CENTRAL PARK	PV	86985	001	09101	6/6/2017	07-7139	1,674.04
				Summary Total					1,674.04
				Payment Amount					15,042.36
100029	ANOKA AREA CHAMBER OF COMMERCE	2017 PAR SPONSORSHIP	PV	86816	001	09230	6/8/2017	060817	250.00
	ANOKA AREA CHAMBER OF COMMERCE 12 BRIDGE SQUARE ANOKA MN 55303			Summary Total					250.00
				Payment Amount					250.00
100948	ANOKA COUNTY LICENSE CENTER	TITLE APP FEE 373	PV	86814	001	09101	6/12/2017	061217	21.75
	ANOKA COUNTY LICENSE CENTER			Summary Total					21.75
				Payment Amount					21.75
		363 REG RENEW TABS	PV	86815	001	09101	6/12/2017	061217A	11.00
				Summary Total					11.00

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					11.00
100043	ANOKA COUNTY PROPERTY RECORDS TAXATION	MAY 2017 FEES	PV	86921	001	09804	6/1/2017	534 MAY 2017	92.00
	ANOKA COUNTY PROPERTY RECORDS TAXATION 2100 - 3RD AVENUE ANOKA MN 55303			Summary Total					92.00
				Payment Amount					92.00
107587	ANOKA COUNTY TREASURY DEPARTMENT	JULY 2017 BROADBAND	PV	86925	001	09101	6/1/2017	B170601M	604.50
	ANOKA COUNTY TREASURY DEPARTMENT 2100 THIRD AVENUE ANOKA MN 55303			Summary Total					604.50
				Payment Amount					604.50
100052	ANOKA POLICE DEPARTMENT	ANIMAL CONTAINMENT MAY 2017	PV	86817	001	09101	6/6/2017	060617	1,825.00
	ANOKA POLICE DEPARTMENT 275 HARRISON STREET ANOKA MN 55303			Summary Total					1,825.00
				Payment Amount					1,825.00
100058	ANOKA RAMSEY FARM AND GARDEN	MINK MULCH	PV	86922	001	09101	6/7/2017	060717	135.00
	ANOKA RAMSEY FARM AND GARDEN			Summary Total					135.00
	7435 HIGHWAY 10	MINK MULCH	PV	86923	001	09101	6/8/2017	060817	135.00
	RAMSEY MN 55303			Summary Total					135.00
		WEED AND FEED	PV	86924	001	09101	6/1/2017	060117	98.97
				Summary Total					98.97
				Payment Amount					368.97
113508	APPRIZE TECHNOLOGY SOLUTIONS	JUNE 17 ADMIN FEE	PV	86818	001	09101	6/1/2017	14448	180.00
	APPRIZE TECHNOLOGY SOLUTIONS 10405 6TH AVENUE NORTH SUITE 100 PLYMOUTH MN 55441			Summary Total					180.00
				Payment Amount					180.00

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
Version	LOGIS004V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100063	ASPEN MILLS	M. TURNER MISC FD	PV	86926	001	09101	6/8/2017	199124	52.80
				Summary Total					52.80
	ASPEN MILLS 8201 C CENTRAL AVE NE SPRING LAKE PARK MN 55432	J. HOVORKS MISC FD	PV	86927	001	09101	6/8/2017	199123	45.95
				Summary Total					45.95
		D. SCHMIDT MISC FD	PV	86928	001	09101	6/8/2017	199122	50.80
				Summary Total					50.80
				Payment Amount					149.55
100070	B AND B HOFFMAN SOD FARMS INC	SOD	PV	86930	001	09101	6/6/2017	53113	133.80
				Summary Total					133.80
	B AND B HOFFMAN SOD FARMS INC 22390 GRANT STREET NW ELK RIVER MN 55330								
				Payment Amount					133.80
100086	BLUE VELVET INC	PD JUNE 2017 WASHES	PV	86819	001	09101	6/5/2017	060517	299.50
				Summary Total					299.50
	BLUE VELVET INC 14101 ST FRANCIS BLVD RAMSEY MN 55303								
				Payment Amount					299.50
100647	BOLTON AND MENK INC	TROTT BRK GREENWAY EXH	PV	86852	001	09101	5/24/2017	0203434	855.00
				Summary Total					855.00
	BOLTON AND MENK INC 1960 PREMIER DRIVE	MISS RIVER SKYWAY DESIGN	PV	86853	001	09805	5/24/2017	0203445	22,272.50
	MANKATO MN 56001-5900			Summary Total					22,272.50
		MISS RIVER TRAIL # 3	PV	86854	001	09805	5/24/2017	0203441	6,974.00
				Summary Total					6,974.00
				Payment Amount					30,101.50
103641	BOYER TRUCKS ROGERS	BRAKE MISC	PV	86820	001	09101	6/8/2017	182109R	9.27
				Summary Total					9.27
	BOYER TRUCKS 2601 NE BROADWAY	MISC VALVE	PV	86821	001	09101	6/6/2017	182020R	13.31
	MINNEAPOLIS MN 55413			Summary Total					13.31
		MISC PARTS FOR 668	PV	86822	001	09101	6/7/2017	182071R	180.56
				Summary Total					180.56

Bank Account	00002224 CASH IN BANK
Version	LOGIS004V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
		MISC PARTS FOR 668	PV	86823	001	09101	6/8/2017	181960R	796.88
				Summary Total					796.88
		RETURN- FILTER	PD	86986	001	09101	6/15/2017	CM182264R	10.70-
				Summary Total					10.70-
		MISC PARTS	PV	86987	001	09101	6/14/2017	182264R	67.43
				Summary Total					67.43
		FILTER	PV	86988	001	09101	6/15/2017	182369R	36.09
				Summary Total					36.09
				Payment Amount					1,092.84
100297	CENTERPOINT ENERGY	14515 E TOWN CENTER DR	PV	86989	001	09601	6/9/2017	8782239-1 JUN 17	71.67
				Summary Total					71.67
	CENTERPOINT ENERGY P O BOX 4671	7550 SUNWOOD DR	PV	86990	001	09101	6/9/2017	6702493-5 JUN 17	822.68
	HOUSTON TX 77210-4671			Summary Total					822.68
		6701 HIGHWAY 10	PV	87010	001	09410	6/9/2017	6011580-5 JUNE 17	50.93
				Summary Total					50.93
				Payment Amount					945.28
106670	CENTRAL POWER DISTRIBUTORS INC	PARTS FOR CHAINSAW	PV	86991	001	09101	6/15/2017	770761	2.99
				Summary Total					2.99
	CENTRAL POWER DISTRIBUTORS INC 3801 THURSTON AVENUE	TRIMMER HEAD	PV	87011	001	09101	6/20/2017	781291	32.37
	ANOKA MN 55303			Summary Total					32.37
				Payment Amount					35.36
111496	CENTRAL TURF AND IRRIGATION SUPPLY	MISC PARTS	PV	86931	001	09101	6/9/2017	6054685-00	111.84
	CENTRAL TURF AND IRRIGATION SUPPLY 8 WILLIAMS STREET ELMSFORD NY 10523			Summary Total					111.84
				Payment Amount					111.84
108480	CENTRAL WOOD PRODUCTS	RED CEDAR WOODCHIPS	PV	86992	001	09101	6/7/2017	371906	765.60
	RIVARD COMPANIES C/O NORTH MILL CAPITAL LLC P O BOX 270107 MINNEAPOLIS MN 55427-0107			Summary Total					765.60

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
Version	LOGIS004V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					765.60
114549	CHET S SHOES INC	PW BOOTS	PV	86855	001	09101	5/30/2017	35757	89.99
	CHET S SHOES INC	PW BOOTS	PV	86855	002	09101	5/30/2017	35757	300.00
	8870 RENDOVA STREET NE	PW BOOTS	PV	86855	003	09101	5/30/2017	35757	135.99
	CIRCLE PINES MN 55014			Summary Total					525.98
				Payment Amount					525.98
108228	COBORN'S INC	CMBR RILEY- FATHER IN LAW	PV	86824	001	09101	5/23/2017	103158654	47.08
	COBORN'S INC			Summary Total					47.08
	1921 COBORN BLVD								
	ST CLOUD MN 56301			Payment Amount					47.08
100122	COOP'S LOCKSMITH SERVICES	6 KEYS	PV	86856	001	09101	6/13/2017	41055	12.00
	COOP'S LOCKSMITH SERVICES			Summary Total					12.00
	220 WEST MAIN STREET								
	ANOKA MN 55303			Payment Amount					12.00
100125	COUNTRYSIDE PRINTING INC	WINDOW ENVELOPES	PV	86857	001	09101	6/12/2017	34718	175.00
	COUNTRYSIDE PRINTING			Summary Total					175.00
	6250 BUNKER LAKE BLVD NW								
	SUITE 113								
	RAMSEY MN 55303			Payment Amount					175.00
103642	DAVE'S CUSTOM DIGGING	SERVICE CALL-CENTRAL PRK	PV	86993	001	09101	6/9/2017	2017423	125.00
	DAVE'S CUSTOM DIGGING			Summary Total					125.00
	P O BOX 347								
	ELK RIVER MN 55330			Payment Amount					125.00
100624	DLT SOLUTIONS INC	REF: PO#061817-IT CONTRACT	PV	86932	001	09101	6/9/2017	4572448A	3,067.77

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	DLT SOLUTIONS INC 2411 DULLES CORNER PARK SUITE 800 HERNDON VA 20171			Summary Total					3,067.77
				Payment Amount					3,067.77
101185	DO ALL PRINTING COM INC	SUMMER PROGRAM YARD SIGNS	PV	86825	001	09101	6/7/2017	35967	71.65
	DO ALL PRINTING COM INC 6360 HIGHWAY 10 NW RAMSEY MN 55303			Summary Total					71.65
		DRAW EVENT POSTERS	PV	86826	001	09101	6/9/2017	36001	96.00
				Summary Total					96.00
		ON CALL BOOKS	PV	86827	001	09601	6/12/2017	36012	65.15
				Summary Total					65.15
		BOY BANNER	PV	86933	001	09230	6/9/2017	36035	45.00
				Summary Total					45.00
		SAFETY CAMP YARD SIGNS	PV	86934	001	09290	6/9/2017	36014	59.00
				Summary Total					59.00
		MOVIE IN PARK STICKERS	PV	86994	001	09101	6/9/2017	36011	90.00
				Summary Total					90.00
		ART FAIR YARD SIGNS	PV	86995	001	09101	6/9/2017	36010	143.30
				Summary Total					143.30
				Payment Amount					570.10
100158	ECM PUBLISHERS INC	AD- BUNKER LK BLVD UTL	PV	86858	001	09601	6/2/2017	496829	193.50
	ECM PUBLISHERS INC 4095 COON RAPIDS BLVD			Summary Total					193.50
		AD- CRACKSEAL BIDS 2017	PV	86859	001	09101	6/2/2017	496828	193.50
	COON RAPIDS MN 55433			Summary Total					193.50
		TOWING CONTRACT BIDS	PV	87012	001	09101	6/9/2017	499051	129.00
				Summary Total					129.00
				Payment Amount					516.00
100164	ELECTRIC SYSTEMS OF ANOKA INC	REPAIR SIREN 4	PV	86935	001	09101	6/1/2017	6538	2,972.68
	ELECTRIC SYSTEMS OF ANOKA INC 6314 HIGHWAY 10 NW ANOKA MN 55303			Summary Total					2,972.68

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
Version	LOGIS004V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					2,972.68
104267	ELITE SANITATION	PARK- TOILET SERVICE	PV	86828	001	09101	5/24/2017	23948	486.00
	ELITE SANITATION PO BOX 526 ELK RIVER MN 55330			Summary Total					486.00
				Payment Amount					486.00
112596	ENVIRONMENTAL PRODUCTS AND ACCESS	TIGER TAIL/ROPE AND CLAMP	PV	86829	001	09601	6/7/2017	228623	51.77
	ENVIRONMENTAL PRODUCTS AND ACCESS MSC #30157 P O BOX 415000 NASHVILLE TN 37241-0157			Summary Total					51.77
				Payment Amount					51.77
113321	FACTORY MOTOR PARTS CO	LUBRICANTS	PV	87013	001	09101	6/20/2017	6-1476371	41.16
	FACTORY MOTOR PARTS CO BIN 139107 P O BOX 9107 MINNEAPOLIS MN 55480-9107			Summary Total					41.16
				Payment Amount					41.16
107099	FASTENAL	MISC PARTS	PV	86830	001	09601	6/9/2017	MNTC8153627	39.28
	FASTENAL COMPANY P O BOX 978			Summary Total					39.28
		MISC PARTS	PV	86860	001	09101	6/9/2017	MNTC8153625	17.75
	WINONA MN 55987			Summary Total					17.75
		MISC PARTS	PV	86936	001	09101	6/5/2017	MNTC8153386	41.03
				Summary Total					41.03
				Payment Amount					98.06
100143	FERGUSON WATERWORKS # 2516	MISC PARK SUPPLIES	PV	86937	001	09101	6/8/2017	0244638	591.89
	FERGUSON WATERWORKS 2516 P O BOX 802817 CHICAGO IL 60680-2817			Summary Total					591.89
				Payment Amount					591.89

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
Version	LOGIS004V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
107737	FINANCE AND COMMERCE INC	AD BUNKER LK BLVD UTILITIES	PV	86831	001	09601	6/2/2017	743305380	166.27
				Summary Total					166.27
	FINANCE AND COMMERCE INC SDS 12-2619	CRACKSEAL/SEALCOAT 2017	PV	86832	001	09101	6/2/2017	743305379	161.43
	P O BOX 86 MINNEAPOLIS MN 55486-2619			Summary Total					161.43
				Payment Amount					327.70
110760	FIRE SAFETY USA, INC	TNT DUST COVERS	PV	86938	001	09101	6/6/2017	100918	106.00
	FIRE SAFETY USA, INC 3253 19TH STREET NW ROCHESTER MN 55901			Summary Total					106.00
				Payment Amount					106.00
112421	FIRST SCRIBE	JUNE 17 ROW WEB APP.	PV	86861	001	09101	6/1/2017	2473532	200.00
	FIRST SCRIBE 110 CHESHIRE LANE SUITE 105 MINNETONKA MN 55305			Summary Total					200.00
				Payment Amount					200.00
115666	FIRSTNET LEARNING INC	TRAIN- SAFETY CENTER 17-18	PV	86939	001	09101	6/14/2017	8017	1,026.00
	FIRSTNET LEARNING INC 1350 17TH STREET SUITE 250 DENVER CO 80202			Summary Total					1,026.00
				Payment Amount					1,026.00
100189	G AND K SERVICES INC	UNIFORM CLEANING	PV	86862	001	09101	6/7/2017	6006520714	21.00
	G AND K SERVICES INC	UNIFORM CLEANING	PV	86862	002	09101	6/7/2017	6006520714	5.00
	P O BOX 842385	UNIFORM CLEANING	PV	86862	003	09101	6/7/2017	6006520714	26.21
	BOSTON MA 02284-2385	UNIFORM CLEANING	PV	86862	004	09101	6/7/2017	6006520714	26.21
				Summary Total					78.42
		FD MATS	PV	86940	001	09101	6/7/2017	6006520712	11.76
				Summary Total					11.76
		UNIFORM CLEANING	PV	86996	001	09101	6/14/2017	6006531855	21.00
		UNIFORM CLEANING	PV	86996	002	09101	6/14/2017	6006531855	5.00
		UNIFORM CLEANING	PV	86996	003	09101	6/14/2017	6006531855	25.04
		UNIFORM CLEANING	PV	86996	004	09101	6/14/2017	6006531855	25.04
				Summary Total					76.08

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
Version	LOGIS004V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
				Payment Amount					166.26
100200	GOPHER STATE ONE CALL INC	227 TICKETS	PV	86833	001	09601	5/31/2017	7050663	102.15
	GOPHER STATE ONE CALL	227 TICKETS	PV	86833	002	09601	5/31/2017	7050663	102.15
	7223 PARKWAY DRIVE	227 TICKETS	PV	86833	003	09601	5/31/2017	7050663	102.15
	SUITE 210								
	HANOVER MD 21076-1317			Summary Total					306.45
				Payment Amount					306.45
100650	GRAINGER	GOGGLES	PV	86863	001	09101	6/8/2017	9466976934	44.44
				Summary Total					44.44
	GRAINGER INC								
	DEPT. 806511127	MISC SUPPLIES	PV	86864	001	09101	6/8/2017	9468011797	11.40
	PALATINE IL 60038-0001			Summary Total					11.40
				Payment Amount					55.84
109910	GREAT NORTHERN LANDSCAPE INC	WORK AT CENTRAL PARK	PV	86997	001	09805	6/10/2017	12005	2,165.05
				Summary Total					2,165.05
	GREAT NORTHERN LANDSCAPE INC								
	19720 IGUANA STREET NW	WORK AT CENTRAL PARK	PV	86998	001	09101	5/17/2017	11958	814.12
	ELK RIVER MN 55330			Summary Total					814.12
				Payment Amount					2,979.17
100211	HAWKINS INC	CHEMICALS	PV	86941	001	09601	6/8/2017	4090347	5,379.05
				Summary Total					5,379.05
	HAWKINS INC								
	P O BOX 860263								
	MINNEAPOLIS MN 55486-0263			Payment Amount					5,379.05
115760	HENRY SCHEIN INC	MISC MEDICAL SUPPLIES FD	PV	86834	001	09101	5/26/2017	42049339	261.30
				Summary Total					261.30
	HENRY SCHEIN INC								
	DEPT CH 10241	GLOVES FIRE DEPT.	PV	86942	001	09101	6/8/2017	42447537	84.32
	PALATINE IL 60055-0241			Summary Total					84.32
				Payment Amount					345.62
113985	HYDRO KLEAN	TELEVISE SANITARY SEWER LINES	PV	86943	001	09435	5/31/2017	57883	3,834.50

Bank Account	00002224 CASH IN BANK
Version	LOGIS004V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	HYDRO KLEAN	TELEVISE SANITARY SEWER LINES	PV	86943	002	09435	5/31/2017	57883	3,834.50
	333 NW 49TH PLACE DES MOINES IA 50313					Summary Total			7,669.00
						Payment Amount			7,669.00
112475	INNOVATIVE OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	PV	86835	001	09101	5/26/2017	IN1628050	369.10
	INNOVATIVE OFFICE SOLUTIONS	MISC OFFICE SUPPLIES	PV	86835	002	09101	5/26/2017	IN1628050	80.75
	AB # 1004	MISC OFFICE SUPPLIES	PV	86835	003	09101	5/26/2017	IN1628050	125.17
	P O BOX 249004					Summary Total			575.02
	APPLE VALLEY MN 55124-9017	MISC SUPPLIES	PV	86836	001	09101	6/1/2017	IN1631784	46.26
						Summary Total			46.26
		MISC OFFICE SUPPLIES	PV	87014	001	09101	6/19/2017	IN1651187	37.46
						Summary Total			37.46
		MISC OFFICE SUPPLIES	PV	87015	001	09101	6/19/2017	IN1651913	180.77
						Summary Total			180.77
						Payment Amount			839.51
100256	LANO EQUIPMENT INC	FILLER CAP	PV	86999	001	09101	6/16/2017	02-458913	3.68
	LANO EQUIPMENT INC					Summary Total			3.68
	6140 HIGHWAY 10 NW ANOKA MN 55303	MISC FOR BOBCAT	PV	87000	001	09101	6/9/2017	02-457297	64.97
		MISC FOR BOBCAT	PV	87000	002	09101	6/9/2017	02-457297	64.97
		MISC FOR BOBCAT	PV	87000	003	09101	6/9/2017	02-457297	136.25
		MISC FOR BOBCAT	PV	87000	004	09101	6/9/2017	02-457297	136.26
						Summary Total			402.45
		FILLER CAP /CHAIN OIL	PV	87001	001	09101	6/16/2017	02-458877	3.92
		FILLER CAP /CHAIN OIL	PV	87001	002	09101	6/16/2017	02-458877	44.34
		FILLER CAP /CHAIN OIL	PV	87001	003	09101	6/16/2017	02-458877	44.34
						Summary Total			92.60
						Payment Amount			498.73
100258	LEAGUE OF MINNESOTA CITIES	S. STROMMEN RACE EQUITY	PV	86837	001	09101	6/12/2017	256566	100.00
	LEAGUE OF MN CITIES					Summary Total			100.00

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	FINANCE DEPT 145 UNIVERSITY AVE WEST ST PAUL MN 55103-2044								
				Payment Amount					100.00
100266	LOGIS	NETWORK APRIL 2017	PV	86838	001	09101	5/12/2017	43570	690.00
	LOCAL GOVERNMENT INFORMATION SYSTEMS ASS			Summary Total					690.00
	5750 DULUTH STREET GOLDEN VALLEY MN 55422-4036								
				Payment Amount					690.00
105991	M K GRAPHICS	AP CHECKS	PV	87018	001	09101	6/15/2017	6505	313.76
	M K GRAPHICS			Summary Total					313.76
	8224 FLORIDA COURT BROOKLYN PARK MN 55445								
				Payment Amount					313.76
100273	MALLOY MONTAGUE KARNOWSKI RADOSEVIC	FINAL- AUDIT 2016 FIRE RELIEF	PV	86944	001	09101	6/13/2017	42386	3,600.00
	MALLOY MONTAGUE KARNOWSKI RADOSEVIC			Summary Total					3,600.00
	410 PARK NATIONAL BANK BLDG	AUDIT 2016	PV	87016	001	09101	6/13/2017	42384	5,825.00
	5353 WAYZATA BLVD MINNEAPOLIS MN 55416			Summary Total					5,825.00
				Payment Amount					9,425.00
100283	MENARDS COON RAPIDS	MISC SUPPLIES	PV	86840	001	09101	5/30/2017	46952	147.90
	MENARDS COON RAPIDS			Summary Total					147.90
	3045 MAIN STREET	MISC SUPPLIES	PV	86945	001	09101	6/9/2017	47876	39.97
	COON RAPIDS MN 55433			Summary Total					39.97
		MISC SUPPLIES	PV	86946	001	09101	6/1/2017	47161	15.57
				Summary Total					15.57
		MISC SUPPLIES	PV	86947	001	09101	6/5/2017	47497	11.43
				Summary Total					11.43
		HIGH PRESSURE REG.	PV	86948	001	09101	6/4/2017	47409	39.98
				Summary Total					39.98
		SUMP PUMP	PV	87002	001	09101	6/13/2017	48217	96.00
				Summary Total					96.00
				Payment Amount					350.85

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100284	MENARDS ELK RIVER	MISC SUPPLIES	PV	86839	001	09601	5/31/2017	33590	46.73
	MENARDS ELK RIVER					Summary Total			46.73
	19521 EVANS STREET NW	MISC FIRE SUPPLIES	PV	86949	001	09101	6/3/2017	33869	143.95
	ELK RIVER MN 55330-1077					Summary Total			143.95
						Payment Amount			190.68
100285	MET COUNCIL ENVIRONMENTAL SRV	WASTE WATER JULY 2017	PV	86841	001	09602	6/7/2017	0001069265	62,966.65
	MET COUNCIL ENVIRONMENTAL SRV					Summary Total			62,966.65
	P O BOX 856513								
	MINNEAPOLIS MN 55485-6513					Payment Amount			62,966.65
108208	METRO PRODUCTS INC	MISC SHOP SUPPLIES	PV	87003	001	09101	6/8/2017	126869	118.48
	METRO PRODUCTS INC					Summary Total			118.48
	7401 CENTRAL AVENUE NE								
	FRIDLEY MN 55432					Payment Amount			118.48
100293	MIDC ENTERPRISES	MISC PARTS	PV	86842	001	09602	5/30/2017	I0039993	40.34
	MIDC ENTERPRISES					Summary Total			40.34
	1450 WEST COUNTY ROAD C								
	ROSEVILLE MN 55113					Payment Amount			40.34
100435	MINNESOTA EQUIPMENT	HUB ASSY	PV	87017	001	09101	6/16/2017	P39159	129.86
	MINNESOTA EQUIPMENT					Summary Total			129.86
	13725 MAIN STREET								
	ROGERS MN 55374					Payment Amount			129.86
104920	MINNESOTA HIGHWAY SAFETY RESEARCH CNTR	B. ELLIOTT CLASS 39910	PV	86951	001	09101	6/13/2017	572544	525.00
	MINNESOTA HIGHWAY SAFETY RESEARCH CNTR					Summary Total			525.00
	720 FOURTH AVENUE SOUTH								
	ST CLOUD MN 56301-4498					Payment Amount			525.00

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
107333	MN DEPT OF LABOR AND INDUSTRY	SHOP 14100 JASPAR ST	PV	86865	001	09101	6/1/2017	ABR0165597I	20.00
	MN DEPT OF LABOR AND INDUSTRY FINANCIAL SERVICES OFFICE 443 LAFAYETTE ROAD ST PAUL MN 55155			Summary Total					20.00
				Payment Amount					20.00
		RAMP 7650 SUNWOOD DR	PV	86866	001	09240	6/1/2017	ALR0073322I	200.00
				Summary Total					200.00
				Payment Amount					200.00
		CITY HALL 7550 SUNWOOD DR	PV	86867	001	09101	6/1/2017	ABR0165039I	40.00
				Summary Total					40.00
				Payment Amount					40.00
		CH ELE 7550 SUNWOOD DR	PV	86868	001	09101	6/1/2017	ALR0073339I	100.00
				Summary Total					100.00
				Payment Amount					100.00
			PV	86963	001	09101	6/1/2017	ABR0165406I	10.00
				Summary Total					10.00
				Payment Amount					10.00
110797	MOST DEPENDABLE FOUNTAINS INC	MISC SUPPLIES	PV	86952	001	09101	6/2/2017	INV46625	104.00
	MOST DEPENDABLE FOUNTAINS INC 5705 COMMANDER DRIVE ARLINGTON TN 38002-0587			Summary Total					104.00
				Payment Amount					104.00
100341	MTI DISTRIBUTING INC	MISC SUPPLIES	PV	86869	001	09101	6/9/2017	1122334-00	241.13
	MTI DISTRIBUTING INC			Summary Total					241.13

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	SDS 12-1900	MISC PARTS	PV	86953	001	09101	6/8/2017	1121769-00	183.01
	P O BOX 86 MINNEAPOLIS MN 55486-1900			Summary Total					183.01
				Payment Amount					424.14
115167	NET TRANSCRIPTS INC	TRANSCRIPTION	PV	87019	001	09101	5/31/2017	0013564	591.95
	NET TRANSCRIPTS INC 3707 N. 7TH STREET SUITE 320 PHOENIX AZ 85014			Summary Total					591.95
				Payment Amount					591.95
100363	NORTHERN SANITARY SUPPLY CO	MISC SUPPLIES	PV	86870	001	09101	6/6/2017	186306	253.71
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433			Summary Total					253.71
				Payment Amount					253.71
115232	NORTHERN TECHNOLOGIES LLC	RAMSEY CENTRAL PARK	PV	86843	001	09805	4/30/2017	21462	1,213.50
	NORTHERN TECHNOLOGIES LLC 3522 4TH AVENUE S FARGO ND 58103			Summary Total					1,213.50
				Payment Amount					1,213.50
115071	NORTHLAND OCCUPATIONAL HEALTH	RANDOM/PRE EMPLY TESTING	PV	87004	001	09101	6/15/2017	1316	500.00
	NORTHLAND OCCUPATIONAL HEALTH 7533 SUNWOOD DRIVE NW SUITE 212 RAMSEY MN 55303			Summary Total					500.00
				Payment Amount					500.00
100373	PALEN KIMBALL COMPANY	MISC WORK	PV	86871	001	09101	5/31/2017	14996	239.32
	PALEN KIMBALL COMPANY MI-98 P O BOX 1414 MINNEAPOLIS MN 55423-1414			Summary Total					239.32
				Payment Amount					239.32

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
Version	LOGIS004V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100384	PLAISTED COMPANIES INC	BLACK DIRT	PV	86872	001	09101	5/31/2017	8692	573.75
	PLAISTED COMPANIES INC PO BOX 332 11555 - 205TH AVENUE NW ELK RIVER MN 55330						Summary Total		573.75
							Payment Amount		573.75
111488	POPP.COM INC	MAY 2017 SERVICE	PV	86954	001	09101	5/31/2017	992416980	119.45
	POPP.COM INC	MAY 2017 SERVICE	PV	86954	002	09101	5/31/2017	992416980	27.15
	620 MENDELSSOHN AVENUE	MAY 2017 SERVICE	PV	86954	003	09101	5/31/2017	992416980	32.58
	NORTH SUITE 101								
	GOLDEN VALLEY MN 55427	MAY 2017 SERVICE	PV	86954	004	09101	5/31/2017	992416980	184.60
		MAY 2017 SERVICE	PV	86954	005	09101	5/31/2017	992416980	32.58
		MAY 2017 SERVICE	PV	86954	006	09101	5/31/2017	992416980	92.30
		MAY 2017 SERVICE	PV	86954	007	09101	5/31/2017	992416980	38.01
		MAY 2017 SERVICE	PV	86954	008	09101	5/31/2017	992416980	108.23
		MAY 2017 SERVICE	PV	86954	009	09101	5/31/2017	992416980	86.28
		MAY 2017 SERVICE	PV	86954	010	09101	5/31/2017	992416980	105.96
		MAY 2017 SERVICE	PV	86954	011	09101	5/31/2017	992416980	57.50
							Summary Total		884.64
							Payment Amount		884.64
100393	PRAIRIE RESTORATIONS INC	2017 VEG MANAGEMENT	PV	86955	001	09605	6/9/2017	6621	400.01
	PRAIRIE RESTORATIONS INC 31646 128TH STREET PRINCETON MN 55371						Summary Total		400.01
							Payment Amount		400.01
100413	RANDALL GOODRICH AND HAAG PLC	MAY/JUNE 17 PROSECUTION	PV	86956	001	09101	6/19/2017	061917	2,872.60
	RANDALL GOODRICH AND HAAG PLC 2140 FOURTH AVENUE NORTH ANOKA MN 55303						Summary Total		2,872.60
							Payment Amount		2,872.60
113241	RANGER CHEVROLET-CADILLAC	2017 CHEV TAHOE 373	PV	86844	001	09101	5/30/2017	9991405	36,074.90
	RANGER CHEVROLET-CADILLAC 1502 E. HOWARD STREET						Summary Total		36,074.90

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	HIBBING MN 55746								
				Payment Amount					36,074.90
113737	RATWIK ROSZAK AND MALONEY PA	MAY 2017 BILLING	PV	86876	001	09230	5/31/2017	60569	129.50
	RATWIK ROSZAK AND MALONEY PA	MAY 2017 BILLING	PV	86876	002	09230	5/31/2017	60569	2,959.72
	300 U.S. TRUST BUILDING			Summary Total					3,089.22
	730 SECOND AVENUE SOUTH	MAY 17 SERVICES	PV	86877	001	09101	5/31/2017	60568	756.50
	MINNEAPOLIS MN 55402	MAY 17 SERVICES	PV	86877	002	09101	5/31/2017	60568	275.50
		MAY 17 SERVICES	PV	86877	003	09101	5/31/2017	60568	486.00
		MAY 17 SERVICES	PV	86877	004	09101	5/31/2017	60568	333.50
		MAY 17 SERVICES	PV	86877	005	09101	5/31/2017	60568	37.00
		MAY 17 SERVICES	PV	86877	006	09101	5/31/2017	60568	275.50
		MAY 17 SERVICES	PV	86877	007	09101	5/31/2017	60568	111.00
		MAY 17 SERVICES	PV	86877	008	09101	5/31/2017	60568	333.00
				Summary Total					2,608.00
				Payment Amount					5,697.22
114163	RCM SPECIALTIES INC	DRESSER	PV	86873	001	09101	6/9/2017	6097	1,969.24
	RCM SPECIALTIES INC			Summary Total					1,969.24
	12090 MARGO AVENUE SOUTH SUITE B	EMULSION	PV	86874	001	09101	6/1/2017	6078	3,294.50
	HASTINGS MN 55033			Summary Total					3,294.50
				Payment Amount					5,263.74
100421	REGAL AWARDS AND TROPHIES	MISC FIRE DEPARTMENT	PV	86957	001	09101	6/14/2017	17616	265.00
	REGAL AWARDS AND TROPHIES			Summary Total					265.00
	530 WEST MAIN STREET								
	ANOKA MN 55303			Payment Amount					265.00
110330	RESHETAR SYSTEM INC	6820 158TH-CONCRETE	PV	86875	001	09605	6/1/2017	17-22761	3,175.00
	RESHETAR SYSTEM INC			Summary Total					3,175.00
	730 BUNKER LAKE BLVD								
	ANOKA MN 55303			Payment Amount					3,175.00
115125	ROYAL VENDING INC	COFFEE	PV	86878	001	09101	6/2/2017	22039	175.50

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	ROYAL VENDING INC 9633 85TH AVENUE NORTH MAPLE GROVE MN 55369			Summary Total					175.50
				Payment Amount					175.50
100431	SAFETY KLEEN CORPORATION	RECYCLE OIL	PV	86879	001	09101	6/1/2017	CN04890770	110.97
	SAFETY KLEEN CORPORATION PO BOX 382066 PITTSBURGH PA 15250-8066			Summary Total					110.97
				Payment Amount					110.97
115583	SANDARIN, BARBARA	7 YOGA CLASSES JUNE 2017	PV	86845	001	09101	6/5/2017	060517	315.00
	BARBARA SANDARIN 1824 113TH LANE NW COON RAPIDS MN 55433			Summary Total					315.00
				Payment Amount					315.00
111291	SHRM	C. LASHER RENEW MEMBERSHIP	PV	86846	001	09101	6/12/2017	01348907 2017	199.00
	SHRM P O BOX 791139 BALTIMORE MD 21279-1139			Summary Total					199.00
				Payment Amount					199.00
114269	SPEEDCUTTERS OUTDOOR MAINTENANCE LLC	APRIL/MAY 17 SERVICE	PV	87005	001	09101	6/24/2017	04806	5,295.06
	SPEEDCUTTERS OUTDOOR MAINTENANCE LLC 18523 OLSON STREET NW ELK RIVER MN 55330			Summary Total					5,295.06
				Payment Amount					5,295.06
100456	ST CROIX RECREATION FUN PLAYGROUNDS	MISC PARTS	PV	87006	001	09101	6/14/2017	19362	107.00
	ST CROIX RECREATION FUN PLAYGROUNDS INC 225 NORTH SECOND STREET STILLWATER MN 55082			Summary Total					107.00
				Payment Amount					107.00

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
100469	STREICHER'S POLICE EQUIPMENT	MISC AMMO	PV	86958	001	09101	6/12/2017	I1266724	266.88
	STREICHER'S POLICE EQUIPMENT 10911 WEST HWY 55 MINNEAPOLIS MN 55441			Summary Total					266.88
				Payment Amount					266.88
110313	SUMMIT FIRE PROTECTION	INSPECT CITY HALL	PV	86880	001	09101	6/1/2017	1191145	260.00
	SUMMIT FIRE PROTECTION P O BOX 6205 CAROL STREAM IL 60197-6205			Summary Total					260.00
		INSPECT PARK RAMP	PV	86881	001	09240	6/1/2017	1190978	225.00
				Summary Total					225.00
		INSPECT CITY HALL	PV	86882	001	09101	6/1/2017	1190976	600.00
				Summary Total					600.00
		INSPECTION-FIRE STATION 2	PV	86959	001	09101	6/1/2017	1191107	235.00
				Summary Total					235.00
		2017 ANNUAL INSPECT FIRE 2	PV	86960	001	09101	6/1/2017	1190979	260.00
				Summary Total					260.00
				Payment Amount					1,580.00
100474	SUPERIOR STRIPING INC	PAINT CURBS SUNWOOD/COR	PV	87007	001	09101	6/13/2017	41900	395.00
	SUPERIOR STRIPING INC 14021 BASALT STREET NW RAMSEY MN 55303			Summary Total					395.00
				Payment Amount					395.00
100485	TIMESAVER OFF SITE SECRETARIAL INC	JUNE 17 MEETINGS	PV	87008	001	09101	6/13/2017	M22995	804.38
	TIMESAVER OFF SITE SECRETARIAL INC 5291 RIVER OAK DRIVE SAVAGE MN 55378			Summary Total					804.38
				Payment Amount					804.38
103007	TRAF O TERIA SYSTEM	CUSTOM PRINTED ENVELOPES	PV	86847	001	09101	5/31/2017	16224	197.88
	TRAF O TERIA SYSTEM 121 WEST ASH			Summary Total					197.88

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Name / Mailing Address	Stub Message	Document Ty	Number	Itm	Co	Due Date	Invoice Number	Payment Amount
	EL DORADO KS 67042								
				Payment Amount					197.88
111742	TWIN CITY WATER CLINIC INC	10 WATER TESTS	PV	86848	001	09601	5/31/2017	9744	200.00
	TWIN CITY WATER CLINIC INC 617 13TH AVENUE SOUTH HOPKINS MN 55343			Summary Total					200.00
				Payment Amount					200.00
111532	USA INFLATABLES	HAPPY DAYS 2017 DOWN PYMT	PV	86961	001	09297	6/15/2017	061517	2,395.50
	USA INFLATABLES 10964 MISSISSIPPI DRIVE N CHAMPLIN MN 55316			Summary Total					2,395.50
				Payment Amount					2,395.50
105628	WELLS CATERING SERVICE	CC MEAL 6/13/17	PV	86849	001	09101	6/13/2017	42901	81.23
	WELLS CATERING SERVICE 7533 SUNWOOD DRIVE SUITE 108 RAMSEY MN 55303			Summary Total					81.23
				Payment Amount					81.23
100529	WENDELL'S INC	T. BAILEY BADGE	PV	86962	001	09101	6/2/2017	2183029	5.23
	WENDELL'S INC 6601 BUNKER LAKE BLVD PO BOX 458 RAMSEY MN 55303-0458			Summary Total					5.23
				Payment Amount					5.23
113539	WINSUPPLY TWIN CITIES MN CO.	MISC PARTS	PV	86883	001	09101	6/5/2017	102142 00	190.21
	WINSUPPLY TWIN CITIES MN CO. 13930 RADIUM STREET NW RAMSEY MN 55303			Summary Total					190.21
				Payment Amount					190.21
100539	WRIGHT TIRE SERVICE INC	TIRES KUBOTA MOWER 690	PV	87020	001	09101	6/19/2017	48738	25.79

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224	CASH IN BANK
Version	LOGIS004V	
Originator	JLIPSKI	
Payment Instrument		Check Payment
Pay Through Date	12/31/2017	

Payee Number	Payee Name / Mailing Address	Stub Message	Document Ty	Document Number	Document Itm	Document Co	Due Date	Invoice Number	Payment Amount
	WRIGHT TIRE SERVICE INC 710 WEST MAIN STREET ANOKA MN 55303								
				Summary Total					25.79
				Payment Amount					25.79
				Total Amount to be Processed					240,782.92
				Total Number of Payments to be Processed					100

R04570

CITY OF RAMSEY
Create Payment Control Groups

Bank Account	00002224 CASH IN BANK
Version	LOGIS004V
Originator	JLIPSKI
Payment Instrument	Check Payment
Pay Through Date	12/31/2017

Payee Number	Payee Name / Mailing Address	Stub Message	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount
115603	DRC INC	FINAL- OLD MUNI DEMO	PV	86972	001	09412	6/20/2017	062017	6,036.50
	DRC INC 4880 CLEAR SPRING ROAD MINNETONKA MN 55345						Summary Total		6,036.50
							Payment Amount		6,036.50
111598	NEW LOOK CONTRACTING INC	PAY EST 2 BUS PRK-STORMWATER	PV	86973	001	09605	6/20/2017	062017	9,303.83
	NEW LOOK CONTRACTING INC 14045 NORTHDALE BLVD ROGERS MN 55374						Summary Total		9,303.83
							Payment Amount		9,303.83
103848	PARK CONSTRUCTION CO.	PAY EST 3 MISS RIVER TRL #3	PV	86974	001	09805	6/20/2017	062017	16,850.15
	PARK CONSTRUCTION CO. 1481 81ST AVENUE NE						Summary Total		16,850.15
		PAY EST 4 MISS RIVER TRL #3	PV	86975	001	09805	6/20/2017	062017 A	230,790.13
	MINNEAPOLIS MN 55432						Summary Total		230,790.13
							Payment Amount		247,640.28
							Total Amount to be Processed		262,980.61
							Total Number of Payments to be Processed		3

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-152

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF JUNE 8, 2017 THROUGH JUNE 21, 2017.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of June 8, 2017, through June 21, 2017, in the amount of $ 990,735.54 and

WHEREAS, the City Council of the City of Ramsey is required to authorize payment for all disbursement transactions.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period June 8, 2017, through June 21, 2017, in the amount of $ 990,735.54.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember , and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

None

and the following abstained:

None

and the following were absent:

Councilmember LeTourneau

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June, 2017.

_____

Mayor

ATTEST:

_____

City Clerk

CC Regular Session **4. 7.**

Meeting Date: 06/27/2017

Submitted For: Bruce Westby, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Information

Title

Adopt Resolution #17-06-146 Authorizing Partial Payment to New Look Contracting, Inc for IP 16-36 Business Park 95 Regional Stormwater Pond Outlet

Purpose/Background:

Resolution and Pay Request attached.

Recommendation:

The Senior Engineering Technician has inspected the completed work and recommends partial payment to New Look Contracting, Inc. for IP 16-36 Business Park 95 Regional Stormwater Pond Outlet Improvements in the amount of $9,303.83.

Action:

Motion to adopt Resolution #17-06-146 authorizing partial payment to New Look Contracting, Inc. for IP 16-36 Business Park 95 Regional Stormwater Pond Outlet Improvements in the amount of $9,303.83.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	06/21/2017 02:49 PM
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:38 AM
Form Started By: MaryJo Warner		Started On: 06/19/2017 03:51 PM
Final Approval Date: 06/22/2017		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-146

RESOLUTION AUTHORING PARTIAL PAYMENT TO NEW LOOK CONTRACTING, INC FOR IP 16-36 BUSINESS PARK 95 REGIONAL STORMWATER POND OUTLET IMPROVEMENTS

WHEREAS, pursuant to a resolution of the City Council adopted January 11, 2016, a Feasibility Report was prepared by the City Engineer with reference to the proposed Business Park 95 Regional Stormwater Pond Improvements; and

WHEREAS, on February 16, 2016, the Ramsey Public Works Committee reviewed the draft Feasibility Report and recommended City Council approval of the Report; and

WHEREAS, pursuant to a resolution of the City Council adopted February 23, 2016, the Feasibility Report was accepted and the City Engineer was ordered to prepare plans and specifications for the making of such improvements; and

WHEREAS, pursuant to a resolution of the City Council adopted May 24, 2016, final plans and specifications were approved and advertisements for bids were authorized for said improvements; and

WHEREAS, pursuant to a resolution of the City Council adopted on June 28, 2016 the bid of New Look Contracting, Inc. in the amount of $165,480.50 for the total bid is the lowest responsible bidder; and

WHEREAS, as of June 27, 2017 $124,553.07 has been paid to date; and

WHEREAS, the Senior Engineering Technician has inspected the completed work and recommends partial payment to New Look Contracting, Inc. in the amount of $9,303.83.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1) That the City Council hereby authorizes partial payment to New Look Contracting, Inc. for Improvement Project 16-36 Business Park 95 Regional Stormwater Pond Outlet Improvements in the amount of $9,303.83.

2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of June 27, 2017.

4) That the City of Ramsey Finance Department will be provided a signed copy of this

resolution

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June 2017.

_____
Mayor

ATTEST:

_____
City Clerk

Pay Estimate Summary Sheet
IP 16-36 Business Park 95 Regional Stormwater Pond Outlet Improvements

City of Ramsey

Estimate no 2

TOTAL CONTRACT	$	165,480.50
ADDITIONAL WORK	$	-
TOTAL WITH ADDITIONAL WORK	$	165,480.50
STORED MATERIALS		
TOTAL, COMPLETED WORK TO DATE	$	140,902.00
TOTAL WORK COMPLETED PLUS STORED MATERIALS	$	140,902.00
RETAINED PERCENTAGE 5.0%	$	7,045.10
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	133,856.90
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	124,553.07
PAY CONTRACTOR PER ESTIMATE NO. 2	$	9,303.83

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on the this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the contract amount for the period covered by this estimate.

Contractor: New Look Contracting, Inc.

By _____ President
Name Title

Date 6-8-17

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: CITY OF RAMSEY

By _____ Civil Engineer IV
Leonard Linton, PE

Date 6-15-17

APPROVED FOR PAYMENT:
OWNER: City of Ramsey

By _____ City Engineer 6/16/17
Name Title Date

CC Regular Session **4. 8.**

Meeting Date: 06/27/2017

Submitted For: Bruce Westby, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Information

Title

Adopt Resolution #17-06-153 Authorizing Final Payment to DRC, Inc. for Ramsey Municipal Complex Site Demolition

Purpose/Background:

Resolution and Pay Request attached.

Observations/Alternatives:

Issuing final payment will be contingent on receipt of the following items from DRC, Inc.:

1. IC 134 (Contractor's Withholding Affidavit showing compliance with the provisions of Minnesota Statute 290.92 requiring withholding state income tax)
2. Waiver of Mechanic's Lien Rights (Affidavits that all claims against DRC, Inc. by reasons of the contract have been fully paid or satisfactorily secured)
3. Consent of Surety to Final Payment (Certification from the contractor's surety)

Following receipt of these items, final payment will be issued.

Recommendation:

The Senior Engineering Technician has inspected the completed work and recommends final payment to DRC, Inc. for Ramsey Municipal Complex Site Demolition the amount of $6,036.50.

Action:

Motion to adopt Resolution #17-06-153 authorizing final payment to DRC, Inc. for Ramsey Municipal Complex Site Demolition in the amount of $6,036.50.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	06/21/2017 02:52 PM
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:39 AM
Form Started By: MaryJo Warner		Started On: 06/20/2017 10:31 AM
Final Approval Date: 06/22/2017		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-153

RESOLUTION AUTHORIZING FINAL PAYMENT TO DRC, INC. FOR RAMSEY MUNICIPAL COMPLEX SITE DEMOLITION

WHEREAS, pursuant to a resolution of the City Council adopted August 23, 2016, the City Council accepted final plans and specifications and authorized advertisement for bids for said project; and

WHEREAS, pursuant to a resolution of the City Council adopted on November 22, 2016 the bid of DRC, Inc. in the amount of $119,500.00 for the total bid is the lowest responsible bidder; and

WHEREAS, Change Order #1 covers costs outside the scope of the contract as required to test internal fireproof doors for asbestos and to remove and dispose of four (4) doors that were found to contain asbestos. This work totaled $1,230 and is included as part of pay request #2.

WHEREAS, as of June 27, 2017 $114,693.50 has been paid to date; and

WHEREAS, the Senior Engineering Technician has inspected the completed work and recommends final payment to DRC, Inc. in the amount of $6,036.50.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA:

1) That the City Council hereby authorizes final payment to DRC, Inc. for Ramsey Municipal Complex Site Demolition in the amount of $6,036.50.

2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of June 27, 2017.

That the City of Ramsey Finance Department will be provided a signed copy of this resolution.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June 2017.

_____
Mayor

ATTEST:

_____
City Clerk

Pay Estimate Summary Sheet
OLD MUNICIPAL CENTER DEMOLITION

City of Ramsey

FINAL

Estimate no 4

CONTRACT	$	119,500.00
CHANGE ORDER #1	$	1,230.00
TOTAL CONTRACT	$	120,730.00
STORED MATERIALS		
TOTAL, COMPLETED WORK TO DATE	$	120,730.00
TOTAL WORK COMPLETED PLUS STORED MATERIALS	$	120,730.00
RETAINED PERCENTAGE 0%	$	-
NET AMOUNT DUE TO CONTRACTOR TO DATE	$	120,730.00
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$	114,693.50
PAY CONTRACTOR PER ESTIMATE NO. 4	$	6,036.50

Certificate for Final Payment

I hereby certify that, to the best of my knowledge and belief, all items, quantities and prices of work and material shown on the this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between owner and the undersigned Contractor, and as amended by any authorized changes and the foregoing is a true and correct statement of the amount for the Final Estimate, the provisions of M.S. 290.92 have been complied with and that all claims against me by reason of the contract have been paid or satisfactorily secured.

Contractor: DRC, Inc.

By _____
Dave Rettman, President

Date 06/19/2017

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: CITY OF RAMSEY

By _____
Bruce Westby, City Engineer

Date 6/20/17

APPROVED FOR PAYMENT:
OWNER: City of Ramsey

By _____ 6-20-17
Patrick Brama, Assistant City Administrator Date

CC Regular Session **4. 9.**

Meeting Date: 06/27/2017

Submitted For: Bruce Westby, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Information

Title

Adopt Resolution #17-06-154 Authorizing Partial Payment to Park Construction Company for IP #16-54 Mississippi River Trail Phase III

Purpose/Background:

Resolution and Pay Request attached.

Recommendation:

Bolton & Menk, Inc. has inspected the completed work and recommends partial payment to Park Construction Company for IP #16-54 Mississippi River Trail Phase III in the amount of $16,850.15.

Action:

Motion to adopt Resolution #17-06-154 approving partial payment to Park Construction Company for IP #16-54 Mississippi River Trail Phase III in the amount of $16,850.15.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	06/22/2017 07:34 AM
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:45 AM
Form Started By: MaryJo Warner		Started On: 06/20/2017 03:59 PM
Final Approval Date: 06/22/2017		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-154

RESOLUTION AUTHORIZING PARTIAL PAYMENT TO PARK CONSTRUCTION FOR CITY IMPROVEMENT PROJECT #16-54 MISSISSIPPI RIVER TRAIL PHASE III

WHEREAS, on October 27, 2015, the City Council authorized the preparations of Plans and Specifications and the Ads for Bids for the Mississippi River Trail through the City of Ramsey; and

WHEREAS, pursuant to a resolution of the City Council adopted September 13, 2016 the bid of Park Construction in the amount of $627,986.40 for the total bid is the lowest responsible bidder; and

WHEREAS, as of June 27, 2017 $238,294.19 has been paid to date; and

WHEREAS, Bolton & Menk, Inc. has inspected the completed work and recommends partial payment to Park Construction Company in the amount of $16,850.15.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA:

1) That the City Council hereby authorizes partial payment to Park Construction Company for Improvement Project 16-54 Mississippi River Trail Phase III in the amount of $16,850.15.

2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of June 27, 2017.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June 2017.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR'S PAY REQUEST **MISSISSIPPI RIVER TRAIL - PHASE 3** **S.P. 199-090-002** **CITY OF RAMSEY, MINNESOTA** **BMI PROJECT NO. R16.110941**	**DISTRIBUTION:** CONTRACTOR (1) OWNER (1) ENGINEER (1) BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$627,986.40
TOTAL, COMPLETED WORK TO DATE	$268,572.99
TOTAL, STORED MATERIALS TO DATE	$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	$268,572.99
RETAINED PERCENTAGE (5%)	$13,428.65
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$255,144.34
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$238,294.19
PAY CONTRACTOR AS ESTIMATE NO. 3	$16,850.15

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Park Construction Company
1481 81st Avenue NE
Minneapolis, MN 55432

By _____ Project Mgr
Name Title

Date 05/08/2017

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 7533 SUNWOOD DRIVE, SUITE 206, RAMSEY, MN 55303

By _____, PROJECT MANAGER
KEVIN P. KIELB, P.E.

Date 05/09/2017

APPROVED FOR PAYMENT:
OWNER: CITY OF RAMSEY

By _____ City Engineer 6/19/17
Name Title Date

And _____
Name Title Date

CC Regular Session **4. 10.**

Meeting Date: 06/27/2017

Submitted For: Bruce Westby, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Information

Title

Adopt Resolution #17-06-155 Authorizing Partial Payment to Park Construction Company for IP #16-54 Mississippi River Trail Phase III

Purpose/Background:

Resolution and Pay Request attached.

Recommendation:

Bolton and Menk, Inc. has inspected the completed work and recommends partial payment to Park Construction Company for IP #16-54 Mississippi River Trail Phase III in the amount of $230,790.13.

Action:

Motion to adopt Resolution #17-06-155 approving partial payment to Park Construction Company for IP #16-54 Mississippi River Trail Phase III in the amount of $230,790.13.

Attachments

Resolution

Pay Request

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:51 AM
Form Started By: MaryJo Warner		Started On: 06/21/2017 10:35 AM
Final Approval Date: 06/22/2017		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-155

RESOLUTION AUTHORIZING PARTIAL PAYMENT TO PARK CONSTRUCTION FOR CITY IMPROVEMENT PROJECT #16-54 MISSISSIPPI RIVER TRAIL PHASE III

WHEREAS, on October 27, 2015, the City Council authorized the preparations of Plans and Specifications and the Ads for Bids for the Mississippi River Trail through the City of Ramsey; and

WHEREAS, pursuant to a resolution of the City Council adopted September 13, 2016 the bid of Park Construction in the amount of $627,986.40 for the total bid is the lowest responsible bidder; and

WHEREAS, as of June 27, 2017 $255,144.34 has been paid to date; and

WHEREAS, Bolton & Menk, Inc. has inspected the completed work and recommends partial payment to Park Construction Company in the amount of $230,790.13.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA:

1) That the City Council hereby authorizes partial payment to Park Construction Company for Improvement Project 16-54 Mississippi River Trail Phase III in the amount of $230,790.13.

2) That the City Council hereby accepts the project and authorizes the Mayor or City Administrator to sign the release form for this payment.

3) That the total amount of this payment is not included in resolutions approving payment of bills for the date of June 27, 2017.

4) That the City of Ramsey Finance Department will be provided a signed copy of this resolution

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June 2017.

Mayor

ATTEST:

City Clerk

CONTRACTOR'S PAY REQUEST **MISSISSIPPI RIVER TRAIL - PHASE 3** **S.P. 199-090-002** **CITY OF RAMSEY, MINNESOTA** **BMI PROJECT NO. R16.110941**	**DISTRIBUTION:**
	CONTRACTOR (1)
	OWNER (1)
	ENGINEER (1)
	BONDING CO. (1)

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	$627,986.40
TOTAL, COMPLETED WORK TO DATE	$511,509.96
TOTAL, STORED MATERIALS TO DATE	$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	$511,509.96
RETAINED PERCENTAGE (5%)	$25,575.50
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	$485,934.47
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	$255,144.34
PAY CONTRACTOR AS ESTIMATE NO. 4	$230,790.13

Certificate for Partial Payment

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the contract amount for the period covered by this Estimate.

Contractor: Park Construction Company
1481 81st Avenue NE
Minneapolis, MN 55432

By Steve Brown Project Manager
Name Title

Date June 8th, 2017

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:
ENGINEER: BOLTON & MENK, INC., 7533 SUNWOOD DRIVE, SUITE 206, RAMSEY, MN 55303

By Kevin P Kielb, PROJECT MANAGER
KEVIN P. KIELB, P.E.

Date 6/8/2017

APPROVED FOR PAYMENT:
OWNER: CITY OF RAMSEY

By Bruce Westby City Engineer 6/19/17
Name Title Date

And _____
Name Title Date

CC Regular Session **4. 11.**

Meeting Date: 06/27/2017

By: Chris Anderson, Community Development

Information

Title

Adopt Resolution #17-06-156 Approving a Development Agreement for Covenant Meadows (Project #17-02)

Purpose/Background:

On June 13, 2017, the City Council approved the Final Plat for Covenant Meadows, a twelve (12) lot single family residential development. At the time of approval, Staff did not have sufficient time to review the Developer's construction estimates for the project's public improvements, which are needed to calculate the surety and inspection fees. Now that the estimates have been reviewed (and some slight adjustments made based on recently complete projects), the Development Agreement is ready for approval, pending City Attorney review and approval as to legal form.

Notification:

Notification is not required for consideration of a Development Agreement.

Funding Source:

All costs associated with this request are the responsibility of the Applicant.

Recommendation:

Staff recommends approving the Development Agreement subject to review and approval as to legal form by the City Attorney and incorporating the revision date of the final plans.

Action:

Motion to adopt Resolution #17-06-156 approving the Development Agreement for Covenant Meadows.

Attachments

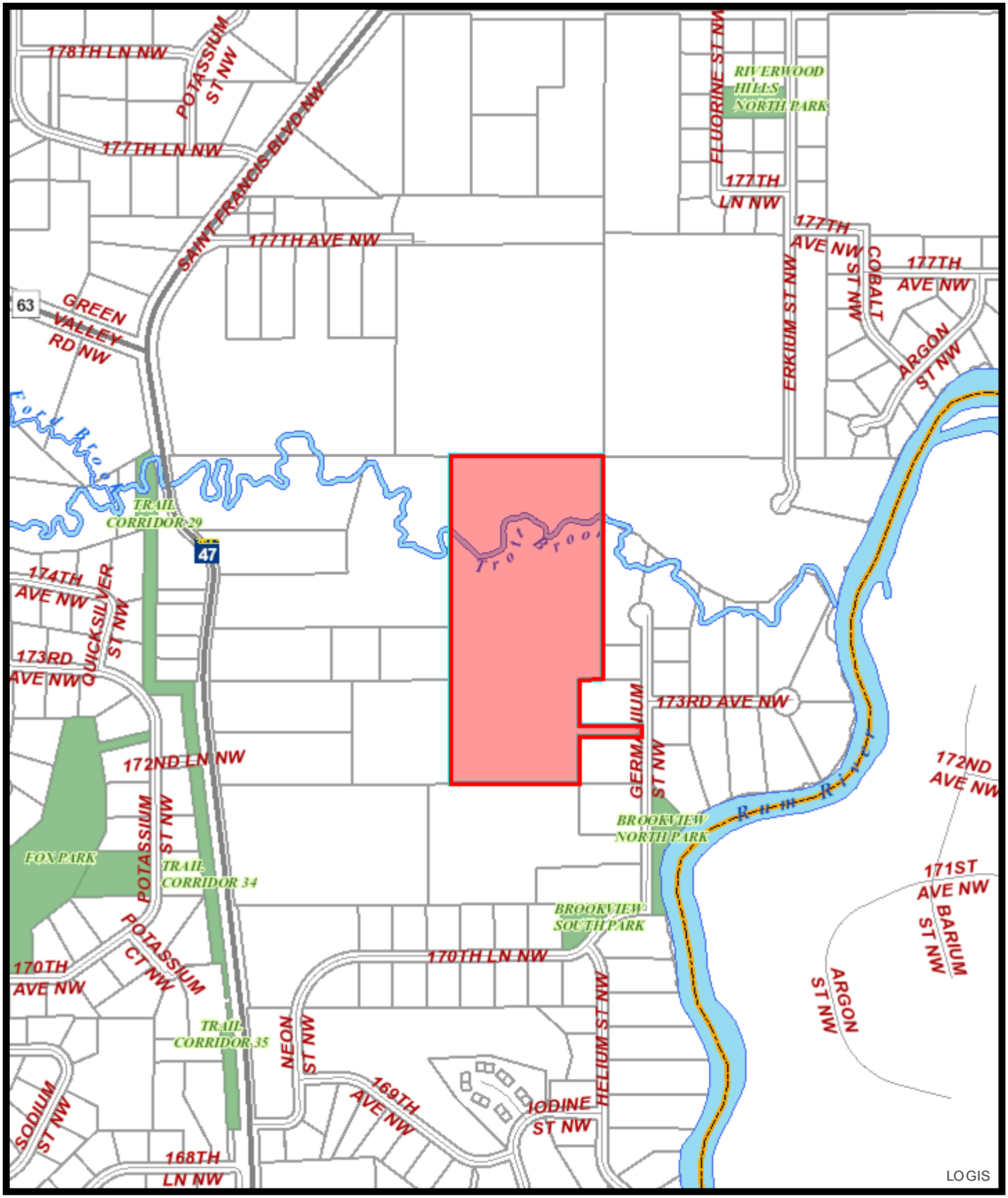
Site Location Map
Development Agreement
Resolution #17-06-156

Form Review

Inbox	Reviewed By	Date
Tim Gladhill	Tim Gladhill	06/21/2017 02:18 PM
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:44 AM
Form Started By: Chris Anderson		Started On: 06/20/2017 03:33 PM
Final Approval Date: 06/22/2017		

02-32-25-44-0004

Site Location Map



Feet
0 190 380 760 1,140 1,520

Print Date: December 1, 2016

CITY OF RAMSEY
DEVELOPMENT AGREEMENT FOR COVENANT MEADOWS

This Agreement (hereinafter the "Agreement") is dated as of this ____ day of _____, 2017 and is by and between the **CITY OF RAMSEY**, a Minnesota municipal corporation (the "**CITY**") and **BROOKVIEW ESTATES LLC**, a Limited Liability Company (Domestic), 6210 Green Valley Road NW, Ramsey, MN 55303, (the "**DEVELOPER**").

WHEREAS, the **DEVELOPER** is the owner of land legally described on the attached Exhibit A (the "Subject Property").

WHEREAS, the **DEVELOPER** received approval from the **CITY** to subdivide the Subject Property and plat the same as COVENANT MEADOWS (the "Plat").

WHEREAS, the Plat subdivides the Subject Property into Lots 1-8. Block 1 (Inclusive), Lots 1-4, Block 2 (Inclusive), and Outlot A COVENANT MEADOWS, Anoka County, Minnesota.

THEREFORE, THE **CITY** AND THE **DEVELOPER** AGREE AS FOLLOWS:

1. Conditions of Approval. The **CITY** approved the Plat subject to satisfaction of the following conditions subsequent:

   a. The **DEVELOPER'S** Execution of this Agreement. That the **DEVELOPER** enter into this Agreement.

   b. Marketable Title. That prior to recording the Plat, the **DEVELOPER** shall provide the **CITY** with proof of marketable title to the Subject Property either through a currently certified abstract, registered property abstract or title insurance commitment or policy**.**

2. The Plans. The term "Plans" as used in this Agreement means the Final Plat, prepared by LHB Engineers & Architects, and the Plans prepared by Roshell Engineering, LLC dated December 19, 2016, revised _____. The Plans remain subject to: (a) **CITY** Staff's review and approval of the _____ revisions to, among other things, confirm that the revisions requested in the **CITY** Staff's June 9, 2017 review letter have been made; and (b) such further revisions as the **DEVELOPER** may propose and the **CITY** approves. The Plans shall not be attached to this Agreement, but are in the **CITY'S** files.

3. Stage I Improvements. The improvements, as stated in City Code Section 117-615 (b) (1), the **DEVELOPER** is required to construct or install are as follows (unless otherwise noted):

   a. Trunk and lateral sanitary sewer (not required)
   b. Trunk and lateral water main (not required)

c. Storm drainage facilities
d. Stormwater maintenance through ninety percent (90%) buildout
e. Streets
f. Concrete curb and gutter (not required)
g. Street traffic control signals (not required)
h. Lot grading
i. Trail development
j. Sidewalks (not required)
k. Electricity (within one-fourth mile)
l. Phone (within one-fourth mile)
m. Natural gas (within one-fourth mile)
n. Boulevard sodding
o. Water shut off boxes (not applicable)
p. Easement acquisition
q. As-built plans
r. Stage I financial surety

(the "Stage I Improvements").

The **DEVELOPER** agrees to construct the Stage I Improvements according to the terms and conditions of this Agreement and in accordance with the Plans and the City Code. Per City Code Section 117-615, the **DEVELOPER** shall provide the **CITY** with a set of re-producible as-built plans in Computer Aided Drafting (CAD) format upon completion of the Stage I Improvements and acceptance by the **CITY**. As as-built plans are a required Stage I Improvement item per City Code Section 117-615, the **CITY** will not release the required Stage I Improvement Financial Guarantee noted in Section 6 below until said as-built plans are provided to the **CITY**. Additionally, the **DEVELOPER** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage I Improvements.

4. Additional Requirements Related to Certain Stage I Improvements. The **DEVELOPER** is required to hold a pre-construction meeting at **CITY** offices. The **DEVELOPER** shall be responsible for contacting the **CITY** to schedule the pre-construction meeting. The **CITY** will contact all utilities listed above and prepare the agenda for the pre-construction meeting. Work within existing rights of way and roadways must be completed under traffic, be brought back up to grade, and must be restored to existing conditions within 24 hours.

5. Lot Corner Staking. The **DEVELOPER** must install lot corner stakes at all lot corners.

6. Stage I Improvement Financial Guarantee. The **DEVELOPER** shall provide a financial guarantee, in a form of cash or an irrevocable letter of credit, to the **CITY** guaranteeing the construction of the Stage I Improvements and their timely completion. The **DEVELOPER** shall be responsible for a financial guarantee in

the amount of Two Hundred Seventy Thousand Nine Hundred Fifty Five Dollars and No Cents **($270,955.00),** which amount is 125% of the Engineer's Estimate of the Stage I Improvements (based off 20% of grading estimate). Upon completion of Stage I Improvements (including the removal of "temporary" erosion control measures as identified in the approved Grading Plan), and acceptance by the **CITY**, supported by appropriate lien waivers, the **DEVELOPER** may request a reduction in the amount of the financial guarantee. The accepted engineer's estimate is attached as Exhibit C hereto.

7. Inspection Fees for the Stage I Improvements. The **DEVELOPER** shall provide an inspection fee to the **CITY** to inspect the Stage I Improvements. The **DEVELOPER** shall be responsible for an inspection fee in the amount of Fifteen Thousand Five Hundred Sixteen Dollars and No Cents **($15,516.00)**, which amount is 5% of the Engineer's Estimate of the Stage I Improvements. The inspection fee must be in the form of a cash escrow. The **DEVELOPER** may request a refund of the remaining balance in the escrow upon completion of the inspections for the Stage I Improvements and acceptance by the **CITY**. The accepted engineer's estimate is attached as Exhibit C hereto

8. Installation of the Stage I Improvements. The **DEVELOPER** shall obtain all necessary permits from all governmental agencies before commencing construction of the Stage I Improvements. The **PERMITEE** must provide the **CITY** with copies of all necessary permits from other governmental agencies prior to or when the **DEVELOPER** applies for a building permit to construct improvements on a lot within the Plat. Within thirty (30) days after the completion and acceptance of the Stage I Improvements, the **DEVELOPER** shall provide the **CITY** with a complete set of reproducible "As Built" plans in CAD format for the Stage I Improvements.

9. Time of Performance for the Stage I Improvements. The **DEVELOPER** must complete the Stage I Improvements within one (1) year after the recording of the Plat.

10. Ownership of the Stage I Improvements. The **DEVELOPER** owns the Stage I Improvements until the **CITY'S** acceptance of the Stage I Improvements. Title to the Stage I Improvements automatically passes to the **CITY** upon the **CITY'S** written acceptance of the Stage I Improvements. Except to the extent the **CITY** has accepted all or portions of the Stage I Improvements, in writing, prior to the lapse, expiration, or other termination of the **CITY'S** financial guaranty described in Section 6 and except to the extent the **CITY** and the **DEVELOPER** may agree, in writing, to defer the **CITY'S** acceptance of certain specified Stage I Improvements, the **CITY** is deemed to have accepted the Stage I Improvements when the **CITY** releases the financial guaranty described in Section 6.

11. Stage I Improvements License. The **DEVELOPER** hereby grants the **CITY** and the **CITY'S** agents, employees, officers, and contractors an irrevocable license to enter the Subject Property to perform all necessary work and/or inspections the

CITY deems appropriate during the **DEVELOPER'S** installation of the Stage I Improvements. The license shall expire after the **CITY** accepts ownership of Stage I Improvements.

12. Stage II **CITY** Improvements. The future improvements the **DEVELOPER** must construct or install are as follows:

    a. Street striping and signing (street signs to be installed by the **CITY**)
    b. Seal coating
    c. Street lights (not required)
    d. Inspections
    e. Installation of survey monumentation.
    f. Stage II cash deposit (not required)

    (the "Stage II Improvements"). The **DEVELOPER** must complete the construction of the Stage II Improvements within one (1) year after the date upon which the Plat is recorded.

    DEVELOPER must install the Stage II Improvements in accordance with the Plans. Per City Code Section 117-615, the **DEVELOPER** shall provide the **CITY** with a set of re-producible as-built plans CAD format upon completion of the Stage II Improvements and acceptance by the **CITY**. Additionally, the **DEVELOPER** agrees to provide to the **CITY** the plans in CAD format prior to the commencement of construction of the Stage II Improvements.

13. Stage I and Stage II Improvements to Outlots. The **DEVELOPER** acknowledges that Stage I and Stage II Improvements are not being required for the proposed Outlot.

14. Financial Guaranty for Stage II Improvements. The **CITY** does not require a financial guaranty to secure the **DEVELOPER'S** obligation to construct the Stage II Improvements.

15. Warranty for Stage I and Stage II Improvements. The **PERMITTEE** shall provide a one year warranty in the amount of Seventy Seven Thousand Five Hundred Eighty Dollars and No Cents **($77,580.00)** ($310,323.00 x .25), which is 25% of the cost of the Stage I and Stage II Improvements. Said warranty shall be in force for one year following the final acceptance of any required improvements and shall guarantee satisfactory performance of said improvements. The warranty must be in the form of an Irrevocable Letter of Credit in a form acceptable to the **CITY'S** Finance Director or cash escrow.

16. Street Cleaning and Clean Up. After the street surfacing that is a part of the Stage I Improvements is installed, the **DEVELOPER** shall clear any soil, earth, or debris from the streets. From time to time, the **CITY** may remove accumulations of soil, earth, and debris from the streets resulting from the construction of the Stage I Improvements. It shall be the **DEVELOPER'S** responsibility to pay the costs

associated with this necessary street cleaning. Invoices from the **CITY** to the **DEVELOPER** for such costs shall be paid within fifteen (15) days of the date of the invoice.

17. Payment of Development Fee's. The **DEVELOPER** must pay to the **CITY** the fees described on Exhibit B which may include, but are not limited to, Park Land Dedication Fees, Trail Development Fees, Sanitary Sewer Connection (Trunk) Fees (not applicable), Water Connection (Trunk) Fees (not applicable), Sanitary Sewer Lateral Fees (not applicable), Water Lateral Fees (not applicable), Stormwater Management Fees, Street Light as well as Street Light Operation and Maintenance Fees (not applicable).

18. Transfer of Outlot A to the **CITY**. The **DEVELOPER** must deed Outlot A COVENANT MEADOWS to the **CITY** upon recording of the Plat.

19. Requirements for Building and Occupancy Permits.

    a. No building permit for any lot in the Plat shall be issued until the **DEVELOPER** has: (a) installed a Class 5 driving surface to within 300 feet of the structure; (b) provided the **CITY** Building Official with a Certificate of Survey; c) provided the financial guaranty described in Section 6 to the **CITY**; and d) obtained all necessary permits from the Lower Rum River Watershed Management Organization, the Anoka County Soil Conservation District, and any other agencies, and has provided a copy of each such permit to the **CITY.**

    b. No occupancy permit for any lot in the Plat shall be issued until the **DEVELOPER** has: (a) constructed vehicular access to the lot, including the installation of at least one layer of bituminous surfacing; (b) constructed all utilities and storm water facilities this Agreement requires to serve the lot and such utilities and storm water facilities are in place, operational and the **CITY** has accepted those utilities and storm water facilities; (c) for lots that have a slope of less than 2%, provided the **CITY** with a certificate of grading, prepared by a licensed (State of Minnesota) professional land surveyor, certifying that the flattest grade on the lot is 1% or greater; and (d) installed and planted the sod and landscaping that are required as a part of the Stage I Improvements.

20. **DEVELOPER** Defaults. If the **DEVELOPER** defaults in the performance of one or more of the **DEVELOPER'S** obligations under this Contract, i) the **CITY** gives the **DEVELOPER** thirty (30) days written notice of the default and ii) the **DEVELOPER** fails to cure the default within said thirty (30) days, then the **CITY** may pursue any and all remedies available at law or in equity including, but not limited to, the following:

a. The **CITY** may, at its option, perform or engage one or more third parties to perform the **DEVELOPER'S** obligations. If, in the reasonable judgment of the **CITY'S** staff, the **DEVELOPER'S** default creates an immediate risk to public health or safety, the **CITY** may perform or engage one or more third parties to perform the work before the **CITY** provides the notice described in the initial paragraph of this Section, but the **CITY** must use commercially reasonable efforts to notify the **DEVELOPER** as promptly as possible that the **CITY** is undertaking to perform the **DEVELOPER'S** obligation or obligations. If the **CITY** performs one or more obligations of the **DEVELOPER**, the **DEVELOPER** must reimburse the **CITY** for any costs or expenses the **CITY** incurs, including costs and expenses for **CITY** staff time, to perform the work within 30 days after the **CITY** notifies the **DEVELOPER**, in writing, of the costs and expenses the **CITY** incurred to perform the work. If the **DEVELOPER** does not reimburse the **CITY** within said 30 day period, the **CITY** may pursue any remedies available to the **CITY** either at law or in equity or, in the alternative, the **CITY** may draw on the financial guaranty the **DEVELOPER** provided to the **CITY** pursuant to this Agreement to reimburse itself for the expenses the **CITY** incurs to perform the work. This Agreement is a license for the **CITY** to act and it shall not be necessary for the **CITY** to seek a Court Order for permission to enter the **DEVELOPER** Property. As an alternative to seeking recovery from the **DEVELOPER** or the financial guaranty, the **CITY** may levy special assessments against the **Subject** Property in accordance with Minnesota Statutes Section 429, and the **DEVELOPER**, for itself and its successors in title, hereby expressly waives any and all substantive and procedural objections or defenses the **DEVELOPER** may have to such special assessments;

b. The **CITY** may commence an action in Anoka County District Court to pursue any remedy available to the **CITY** at law or in equity including, but not limited to, injunctive relief;

c. The **CITY** may refuse to grant building permits for improvements to be constructed on any lots within the Plat until the **DEVELOPER** has cured all of its defaults; and

d. The **CITY** may draw upon all or any portion of the financial guaranty the **DEVELOPER** provided to the **CITY** pursuant to Section 6 and (i) use all or any portion of the proceeds from the financial guaranty to reimburse the **CITY** pursuant to subsection (a) above; (ii) use all or any portion of the proceeds from the financial guaranty to satisfy any judgment the **CITY** obtains against the **DEVELOPER** pursuant to subsection (b) above; (iii) use all or any portion of the proceeds to reimburse the **CITY** pursuant to

Section 21 (j) below; and (iv) hold all or any portion of the proceeds for a reasonable time for the future application as described in subsections (i), (ii) and (iii) of this Section 20 (d).

21. Miscellaneous.

a. Invalidity of Any Section. If any portion, section, subsection, sentence, clause, paragraphs or phrase of this Agreement is for any reason invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

b. Written Amendments Only. The action or inaction of the **CITY** or the **DEVELOPER** shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties, and approved by a resolution of the **CITY** Council. The **CITY'S** or the **DEVELOPER'S** failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

c. Compliance with Laws and Regulations. The **DEVELOPER** represents to the **CITY** that the Plat complies with all **CITY**, County, metropolitan, State, and Federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances and environmental regulations. If the **CITY** determines that the Plat does not comply, the **CITY** may, at its option, refuse to allow any construction or development work in the Plat until the **DEVELOPER** does comply. Upon the **CITY**'**S** demand **DEVELOPER** shall cease work until there is compliance.

d. Mailbox Locations. If the **DEVELOPER** desires to construct mailboxes within the public right of way, the **DEVELOPER** agrees that the placement of mailboxes along public streets is subject to the approval by the **CITY**. Utility locates will be necessary. Mailboxes shall not be located within the bulb of cul-de-sacs.

e. Boulevard and Wetland Restoration. The **DEVELOPER** shall be responsible for the cost of establishing seed in all boulevards within thirty (30) days of the completion of the street improvements, and restoring all other areas disturbed by the development grading operation in accordance with the approved Grading and Erosion Control plan. The **DEVELOPER** shall be responsible for the cost of cleaning any soil, earth, or debris from the wetlands within and adjacent to this Plat resulting from grading performed in the development of the Plat.

f. Construction, Hours and Entrance Signs. The **CITY** restricts construction and delivery hours to Monday through Saturday 7:00 a.m. to 10:00 p.m. (Saturdays require 72-hour notice to the **CITY**). The **DEVELOPER** is required to provide a sign at each entrance point stating delivery and construction operation hours. Said signs are not to exceed eighty (80) square feet in size and must be clearly visible at all times during the construction period.

g. Construction Site Maintenance. The **DEVELOPER** shall adhere to all of the **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc. The **CITY** reserves the right to withhold permits, inspections, or certificates of occupancy to correct violations relating to construction site maintenance.

h. Estimated Cost. It is understood and agreed that cost amounts set forth in this Agreement as to Stage I and Stage II Improvements, unless qualified as fixed amounts, are estimated. The **DEVELOPER** agree to pay the entire cost of said improvements including interest, engineering and legal fees related thereto.

i. Plat Approval Expenses. The **DEVELOPER** agrees that it will pay to **CITY** all **CITY** expenses incurred in the approval of the Plat, including, but not limited to, administration expenses, engineering and legal fees. Said expenses incurred after recording of the Final Plat shall also be paid within a fifteen (15) day billing period. Failure to pay the **CITY'S** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this Agreement for payment.

j. Reimbursement to the **CITY**. The **DEVELOPER** agree to reimburse the **CITY** for all costs incurred by the **CITY** in defense or enforcement of this Agreement, or any portion thereof, including court costs and reasonable engineering and attorney's fees.

k. Certificate of Occupancy. The term "Certificate of Occupancy" as used in this Agreement shall be defined as a document issued by the **CITY'S** Building Officialthat authorizes the structure to be used for its intended purposes.

l. Notices. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

TO DEVELOPER:
Brookview Estates, LLC
Attn: Eric Thomsen
6210 Green Valley Road NW
Ramsey, MN 55303

TO THE CITY:
City of Ramsey
Attn: Community Development Director
7550 Sunwood Drive NW
Ramsey, MN 55303

m. Trail Easement. The **DEVELOPER** shall provide an easement for trail purposes between Lots 5 & 6, Block 1 of the Plat as a separate recordable document. The document shall include a legal description of the easement as well as an exhibit of the easement area.

[The remainder of this page is intentionally left blank.]

THE DEVELOPER:

BROOKVIEW ESTATES LLC

By: _____

Its: _____

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Eric Thomsen, the _____ of Brookview Estates LLC, a Limited Liability Company (Domestic), to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

_____

Notary Public

THE CITY:

CITY OF RAMSEY

By:_____
Its: Mayor

By:_____
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this_____ day of_____ 2017, by Sarah Strommen and Kurtis G. Ulrich, the Mayor and the City Adminstrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

_____

Notary Public

This document drafted by:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

This document reviewed by:
Ratwik, Roszak & Maloney, P.A.
730 Second Ave. S., Suite 300
Minneapolis, MN 55402

EXHIBIT A

Legal Description of the Subject Property

Outlot A MEADOWBROOK; Subject to Easement of Record

-or upon recording-

Lots 1-8, Block 1 (Inclusive), Lots 1-4, Block 2 (Inclusive), and Outlot A COVENANT MEADOWS, Anoka County, Minnesota.

EXHIBIT B

Fees Payable to the City

1. Park Dedication. The **DEVELOPER** is responsible for satisfying applicable Park Dedication requirements. The 2017 Park Dedication Fee applicable to the Plat is $2,800 per residential unit. **DEVELOPER** must pay a Park Dedication Fee of Thirty Three Thousand Six Hundred Dollars and No Cents ($2,800 x 12 units = **$33,600.00**). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

2. Trail Development Fees. The **DEVELOPER** is responsible for satisfying applicable Trail Development Fee requirements. The 2017 Trail Development Fee applicable to the Plat is $800 per residential unit. **DEVELOPER** must pay a Trail Development Fee of Nine Thousand Six Hundred Dollars and No Cents ($800 x 12 units = **$9,600.00**). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

3. Sanitary Sewer Connection (Trunk) Fees. The **DEVELOPER** is not responsible for satisfying applicable Sanitary Sewer Trunk Fee requirements.

4. Water Connection (Trunk) Fees. The **DEVELOPER** is not responsible for satisfying applicable Water Trunk Fee requirements.

5. Sanitary Sewer Lateral Benefit Fees. The **DEVELOPER** is not responsible for satisfying Sanitary Sewer Lateral Benefit Fees.

6. Water Lateral Benefit Fees. The **DEVELOPER** is not responsible for satisfying Water Lateral Benefit Fees.

7. Stormwater Management Fee. The **DEVELOPER** is responsible for satisfying applicable Stormwater Trunk Fee requirements. The 2017 Stormwater Management Fee is $473 per residential unit. **DEVELOPER** must pay a Stormwater Management Fee of Five Thousand Six Hundred Seventy Six Dollars and No Cents ($473 x 12 units = **$5,676.00**). The **DEVELOPER** acknowledges that these fees are estimates. The rate in effect when the Plat is recorded will be collected.

8. Street Light Fee. The **DEVELOPER** is not responsible for satisfying Street Light Fees.

9. Street Light Operation and Maintenance Fee. The **DEVELOPER** is not responsible for satisfying Street Light Operation and Maintenance Fees.

EXHIBIT C
Insert Engineers Estimate Here

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-156

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT FOR COVANENT MEADOWS

WHEREAS, Brookview Estates, LLC, hereafter referred to as "Developer", properly applied for final plat approval of the following described property located in the City of Ramsey:

Outlot A, MEADOWBROOK, Anoka County, Minnesota

(Subject Property)

WHEREAS, the City of Ramsey received a sketch plan for Brookview Estates from Brookview Estates, LLC on December 1, 2016; and

WHEREAS, the Planning Commission reviewed the sketch plan on January 5, 2017; and;

WHEREAS, the Developer changed the name of the proposed subdivision from Brookview Estates to Covenant Meadows due to a plat titled Brookview Estates already existing within Anoka County; and

WHEREAS, the Ramsey Environmental Policy Board (EPB) considered tree preservation, landscape plan, and potential wetland impacts pertaining to the preliminary plat on February 22nd, 2017; and

WHEREAS, on March 2, 2017, the Ramsey Planning Commission conducted a public hearing regarding the proposed preliminary plat and tabled action until April; and

WHEREAS, the Ramsey Parks Commission considered the preliminary plat on March 9, 2017; and

WHEREAS, on March 14, 2017, the City Council received an update regarding the preliminary plat; and

WHEREAS, the Planning Commission reviewed the preliminary plat again on April 6, 2017;

WHEREAS, the City Council approved the preliminary plat of Covenant Meadows on April 25, 2017; and

WHEREAS, the City Council approved the final plat of Covenant Meadows on June 13, 2017.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY , STATE OF MINNESOTA, as follows:

That the Ramsey City Council hereby approves the Development Agreement for COVENANT MEADOWS in accordance with relevant City Codes contingent upon the following conditions:

1. Review and approval of construction plans by the City Engineer.
2. Incorporation of date of revisions for final plan set.
3. Review and approval as to legal from by the City Attorney.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 27th day of June, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session **4. 12.**

Meeting Date: 06/27/2017

By: Jo Thieling, Administrative Services

Information

Title

Adopt Resolution #17-06-157 Adopting a General Records Retention Schedule

Purpose/Background:

Purpose: To adopt the most current General Records Retention Schedule.

Background: A records retention schedule is to provide a plan for managing government records by giving continuing authority to dispose of records under Minnesota Statutes section 138.17. The schedule was originally developed by the Minnesota State Department of Administration, Information Policy Analysis Division and the Minnesota Historical Society, Division of Archives and Manuscripts and was funded in part by a grant from the National Historical Publications and Records Commission. The City adopted the original General Records Retention Schedule on October 28, 1986, and revisions have been adopted as they are available. The schedule is revised and updated periodically by city clerks and officials representing the Minnesota Clerks and Finance Officers Association (MCFOA). The most current version is dated May 2017.

City staff has drafted a resolution which would adopt this most current records retention schedule. A "whereas" has been added to the resolution as follows: In the interest of utilizing the most current records retention schedule, staff is asking Council to adopt this latest General Records Retention Schedule, and the future schedules as amended form time to time". Therefore future revisions may automatically be implemented without further formal action by the Council.

It should be noted that the General Records Retention Schedule will be adopted with the exception of the section named Police. The Ramsey Police Department maintains a separate records retention schedule as created by the Anoka County Joint Law Enforcement Council subcommittee, data standards.

Action:

Motion to adopt Resolution #17-06-157 *Adopting a General Records Retention Schedule, as Amended from Time-to-Time.*

Attachments

Res Adopting Revised Retention Schedule

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/22/2017 12:21 PM
Form Started By: Jo Thieling		Started On: 06/21/2017 11:34 AM
Final Approval Date: 06/22/2017		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-157

RESOLUTION ADOPTING THE GENERAL RECORDS RETENTION SCHEDULE, AS AMENDED FROM TIME TO TIME

WHEREAS, the purpose of a records retention schedule is to provide a plan for managing government records by giving continuing authority to dispose of records under Minnesota Statutes section 138.17; and

WHEREAS, the General Records Retention Schedule establishes minimum retention periods for city records based on their administrative, fiscal, legal and historical value; and

WHEREAS, this schedule was originally developed by the Minnesota State Department of Administration, Information Policy Analysis Division and the Minnesota Historical Society, Division of Archives and Manuscripts and was funded in part by a grant from the National Historical Publications and Records Commission; and

WHEREAS, from time to time the retention schedule is updated by city clerks and officials representing the Minnesota Clerks and Finance Officers Association (MCFOA); and

WHEREAS, while it is suggested the retention schedule be adopted in its entirety, it is possible to adopt portions of it. Therefore, City staff is requesting Council to adopt all sections but for the section titled police. Ramsey's Police Department houses its records with 10 other law enforcement agencies' records in the Public Safety Data System (PSDS) and they have created a countywide records retention schedule as it relates to police records. The Ramsey Police Department will continue to maintain a separate retention schedule; and

WHEREAS, in the interest of utilizing the most current records retention schedule, staff is asking Council to adopt the latest General Records Retention Schedule, dated May 2017, and the future schedules as amended from time to time. Therefore, future revisions may be automatically implemented, without further formal Council action.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1) That the City Council hereby adopts the General Records Retention Schedule, as amended from time to time, with the exception of the section named Police.

2) That the Police Department adhere to the countywide Records Retention Schedule, a separate retention schedule as created by the Joint Law Enforcement Council Public Safety Data Systems.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June, 2017.

Mayor Sarah Strommen

ATTEST:

City Clerk Jo Ann M. Thieling

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **6. 1.**

Meeting Date: 06/27/2017

By: Jo Thieling, Administrative Services

Information

Title:

Public Hearing: Liquor license Request for Penalty Box Grill; Case of SM Enterprises (Canceled)

Purpose/Background:

Purpose: The purpose of this case was to conduct a public hearing for a liquor license request of SM Enterprises, d/b/a Penalty Box Grill. A public hearing notice was published in the City's official newspaper*Anoka County UnionHerald.* However, the applicant has temporarily withdrawn his application and no public hearing is necessary at this time. Another public hearing will be scheduled in the future when, and if, it is necessary.

Recommendation:

Staff is recommending Council cancel this public hearing.

Action:

Motion to cancel the public hearing related to the liquor license request of SM Enterprises, Penalty Box Grill. The public hearing is not necessary at this time as the applicant has temporarily withdrawn his request.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Joe Langel	Joe Langel	06/21/2017 09:33 PM
Kurt Ulrich	Kurt Ulrich	06/22/2017 12:23 PM
Form Started By: Jo Thieling		Started On: 06/21/2017 01:30 PM
Final Approval Date: 06/22/2017		

CC Regular Session **6. 2.**

Meeting Date: 06/27/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

Public Hearing: PSD LLC Business Park: Consider Establishing TIF District 16 and Approving a TIF Agreement

Purpose/Background:

Note: This case is 1 of 3 cases related to the new PSD business park.

PURPOSE

Consider multiple actions regarding the PSD LLC TIF Assistance Application which was accepted by the EDA and City Council in April. This request is specifically related to PSD's proposed 60,000 square foot speculative Industrial (Building #1).

(1) TIF PLAN: Consider Support of the attached Resolution #17-06-131 to Modify Development District 1, Establish TIF District 16, and adopt TIF District 16 Plan. This step does not award TIF. This step allows the City to award TIF (and provides a not-to-exceed budget number, which is higher than what the City is proposing to award to PSD). Attached to this case is a TIF Plan Summary--Staff recommends the Council concentrate their time on this document.

--and--

(2) TIF AGREEMENT: Consider support of the attached Resolution #17-06-132 authorizing execution of a TIF Agreement. This is the actual TIF award for PSD LLC ($234,595 PV @ 4.75%). This document includes all terms and conditions for this specific deal.

--and--

(3) INTER FUND LOAN: Consider support of the attached Resolution #17-06-133 which establishes an *"ability"* for the City to utilize an inter fund loan to pay for up front administrative/ legal costs associated with TIF District #16; and repay said inter fund loan with TIF District #16 proceeds (i.e. future PSD LLC increment).

BACKGROUND (project)

Please PSD LLC Case #2 for detailed background information (background, maps, and renderings). Regarding this project specifically, PSD LLC plans to immediately construct a 60,000 square foot speculative industrial building. PSD LLC is proposing a high-quality, highly functional, and market relevant building; which will include: 24’ clear ceilings, both drive-in garages and sub-grade docks for every tenant, and glass facades along Highway 10. The estimated total cost for PSD LLC’s first building is $5.49M.

BACKGROUND (subsidy request)

PSD LLC has asked the City for financial incentives related to this 60,000 square foot speculative building (building #1). Specifically, PSD LLC is requesting the City provide 9-years of pay-go TIF ($234,595 PV @ 4%). Based on their modeling and project pro-forma, PSD LLC believes this assistance is needed, in order to make this project work. PSD has indicated there will be a multi-year tenant buildup period (i.e. there will be high vacancy rates for the first 2-3 years) which makes this project very risky. To see PSD's original request letter, please

reference the April EDA case.

PSD LLC has competed and submitted a business subsidy application to staff, including a $10,000 non-refundable fee. Ehlers has formally underwritten PSD's request (underwriting the pro-froma, sources and uses, etc.). Ehlers has also teed-up the establishment of a new TIF district (#16), and worked with staff to draft a TIF agreement.

REMINDER: the PSD LLC request will not meet the job creation requirements outlined in the City's official business subsidy policy, due to the fact this project is a speculative building. Guaranteeing job creation on a speculative building is very challenging. The PSD LLC subsidy request will require an wavier to the City's policy, in order to be approved. A similar exception was provided to Platinum Properties, for their speculative construction building proposal, in 2016.

BACKGROUND (TIF)

More information on TIF? Please review the March EDA case, or see the following video https://youtu.be/U9KxGjIHFvc.

Notification:

Both the School District and County have been notified of this action, as required by Statute.

Observations/Alternatives:

Project Benefits

- Supporting a speculative construction building puts the City of Ramsey in a very competitive position to attract new economic development projects. Often times, communities that win economic development projects are the "most-ready-to-go-now."
- The proposed building is high-quality and market relevant. It will be one of the nicest industrial buildings in Ramsey. It will be prominent on Highway 10, and will set a positive image, and create a big splash for the City's new business park.
- PSD LLC is jump-starting the City's new business park with this project. This is important, as staff commonly receives feedback from prospects interested in the new business park--that don't want to be the first-one-in. There is a fear associated with that perspective, as it is considered to be high-risk. Momentum matters in the development industry.
- The proposed funding sources for the subsidy request is a new TIF district. Meaning, this subsidy will not have a direct impact on the general tax levy and Ramsey taxpayers (the existing tax base will remain in place, only the new increment will be used).
- The proposed 60,000 sf project will create annual total property tax revenues of $116K.
- This project will pay significant development fees, about: $21K Park, $6K trail, $33K Water, $18K Sewer, $25K Storm.
- A 60,000 square foot commercial/ industrial building will create jobs, it's simply a matter of time, and how many jobs. Staff estimates, based on past projects in Ramsey, a 60,000 sf building will produce 30-200 jobs, depending on the end user(s).
- The City of Ramsey is seeking retail and restaurant users. Common feedback from the development community and prospects is--Ramsey needs to improve their demographics, in order attract these users. Ramsey can do that by increasing both population (rooftops) and increasing trip generation (i.e. destination

users). This PSD LLC business park will help generate demographics needed by prospect retail and restaurant users (via new vehicle trip generation).

Project Considerations

- This project must be underwritten and must meet Ramsey's business subsidy policies. The PSD LLC request must be justified and must meet State Statute for Business Subsidies. PSD LLC must demonstrate that "but-for" this assistance, they cannot move forward with this project.
- The City verifies PSDs subsidy request by reviewing their project pro-forma, to determine if the developer is receiving a reasonable rate of return on their investment. If the developer is making a return greater than market (rate), staff would recommend against the subsidy. If the developer is making a return at or below market (rate), staff could support a project. Additionally, part of the underwriting process is to "verify" the numbers provided by the developer are market relevant (not inflated or understated). Please see attached Ehlers' memo for details.
- The City does not need to take on this project (i.e. provide a business subsidy). This is an elective initiative. The City could wait for the market to naturally develop the new business park. By taking on this project, we are associating the City with a speculative development. In the event the PSD LLC project isn't successful (i.e. and/or the economy takes a bad turn), it would look unfavorable for the City, and will likely result in opposition from tax payers.
- By dedicating TIF funding to this project, one could take the perspective that the City is losing the opportunity to use said funding (i.e. the incremental tax base). However, a counter to that argument is, but for this subsidy, the project would not happen at all (and that increment would not exist).

Funding Source:

New 9-year TIF District (TIF #16) and $10,000 fee from PSD LLC.

Recommendation:

STAFF

Staff recommends moving forward with this proposed project and supports the motions outlined in this case. Staff believes this project meets several goals outlined within the City's Adopted Strategic Action Plan and EDA Workplan. Please see observations section for benefits and considerations regarding this request. Reminder: this PSD LLC business subsidy request will require the City make an exception to our business subsidy policy, related to the creation of new jobs.

EHLERS

Ehler's completed the underwriting for this project. Please see the attached Ehlers MEMO. In summary, Ehlers' findings can support moving forward with approving this request.

EDA

The EDA reviewed this case on June 8. Little discussion occurred. The EDA was generally supportive of Ehlers' findings and staff's recommendation. The EDA felt this case was generally consistent with previous discussion/ action by the EDA and City Council (April). By consensus, the EDA passed a motion to approve the attached three resolutions. Attached to this case are draft EDA minutes.

Action:

Motion to approve:

Adopt Resolution #17-06-131 to Modify Development District 1, Establish TIF District 16, and Adopt a Plan for TIF District 16; ; subject to changes by the City Attorney.

--and--

Adopt Resolution #17-06-132 Authorizing Execution of a TIF Agreement; subject to changes by the City Attorney.

--and--

Adopt Resolution #17-06-133 Authorizing the Establishment of an Inter fund Loan for TIF District 16.

Attachments

Ehlers MEMO
Resolution Establishing TIF District and Plan
Resolution Authorizing TIF Agreement
Resolution Authorizing Interfund Loan
TIF Plan 16 Summary
TIF Plan
TIF Agreement
EDA Minutes

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:16 AM
Form Started By: Patrick Brama		Started On: 06/06/2017 11:10 AM
Final Approval Date: 06/22/2017		

Memo

To:	Patrick Brama, Economic Development Manager/ Assistant City Administrator
From:	Jason Aarsvold, Ehlers
Date:	June 1, 2017
Subject:	Analysis of Request for Assistance – PSD, LLC Business Park

The City received a proposal from PSD, LLC to develop a business park on property located south of Bunker Lake Boulevard between Puma St. and Armstrong Blvd. At full build-out in its first phase, PSD anticipates a business park that includes 4 buildings of approximately 60,000 square feet each. The first 60,000 square foot building would start construction immediately as a speculative venture without a tenant in place and be completed in 2018.

Citing the high costs associated with developing the property, the higher building quality, and market risk, the developer is requesting nine (9) years of Tax Increment Financing (TIF) assistance from the City. Nine years is the maximum duration for an economic development district and we estimate the district would generate $234,000 in present value, or $300,000 in total value over the life of the district. This memo evaluates the need for TIF assistance based on our analysis of the developer's project budget and projections, generally known as a pro forma.

Ehlers conducted a thorough review of the developer's budget and operating pro forma to ensure all development costs, anticipated revenues, and expenditures are represented appropriately. The table below depicts the proposed sources and uses for the project.

SOURCES		
	Amount	**Pct.**
Developer Financing - 1st Mortgage	4,215,202	76.38%
Developer Equity	1,053,800	19.09%
City of Ramsey Infrastructure Contribution	250,000	4.53%
TOTAL SOURCES	**5,519,002**	**100.00%**

USES			
	Amount	**% of Cost**	**Per Bldg. Sq. Ft.**
Acquisition Costs	228,690	4.14%	4
Construction Costs	4,546,300	82.38%	76
Professional Services	450,000	8.15%	8
Financing Costs	94,012	1.70%	2
Developer Fee	200,000	3.62%	3
TOTAL USES	**5,519,002**	**100.00%**	**92**

Generally, this project meets the expectations of an industrial building as it relates to the total development costs, financing structure, projected revenues, and developer fee. Following are our findings relating to the analysis completed for the development:

- The developer is proposing permanent financing for 76% of the project costs and will bring 19% in equity, or approximately $1.05 million. This financing structure is in line with typical industrial projects.

- The total development costs for this project are approximately $5.5 million, or $92 per square foot. Based on our experience with industrial projects, this is slightly higher than expected. This increased cost is attributable to the architectural building enhancements, added infrastructure and site work necessary for the project. We have requested the bids received for the project to verify these costs are accurate.

- The developer fee of $200,000 is 3.62% of total development costs. For a project of this nature, we would expect to see a developer fee between 3% and 5%. The fee is commensurate with typical industry standards.

- Proposed rents are $6.25 per square foot. We would expect to see rents of between $7.00 and $10.00 per square foot for office space and $3.00 to $5.00 per square foot for warehouse space. As a blended rate, $6.25 per square foot is consistent with the surrounding market area.

- The projected cash-on-cost return on investment (net cash flow / total project costs) in year three (3) is 6.6% without assistance and 7.3% with assistance. Industrial developers are typically seeking a cash-on-cost return of between 7% and 9%. With the requested assistance, this project falls at the low end of the typical industry threshold for returns on investment.

Recommendations

Based on our review of the developer's pro forma and current market conditions, the proposed development may not reasonably be expected to occur solely through private investment within the reasonably near future. Due to the cost of land acquisition, site and public improvements and utilities in conjunction with achievable lease rates in the market, this project is feasible only through assistance, in part, from City contributions.

We conclude that providing a Pay-As-You-Go TIF note in the amount of $234,000 will help the developer secure its first mortgage financing and facilitate construction of the project in the near term, while ensuring the return on investment does not exceed typical industry standards.

Pay-As-You-Go financing requires the developer to seek its own financing secured by the tax increments generated by the project. In this scenario, the City does not provide any funding up front, but enters into an agreement to provide tax increment payments from the project's increased taxes up to $234,000 over a 9-year period. If the tax increments are insufficient to repay the note, the City does *not* make up the shortfall. The developer has indicated that they are willing to move forward based upon the proposed TIF assistance.

Please contact me at 651-697-8512 with any questions.

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION #17-06-132

RESOLUTION ADOPTING A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1; AND ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 16 (PSD BUSINESS PARK A) THEREIN AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR.

BE IT RESOLVED by the City Council (the "Council") of the City of Ramsey, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. The City Council of the City of Ramsey (the "City") has heretofore established Development District No. 1 and adopted the Development Program therefor. It has been proposed by the City that the City adopt a Modification to the Development Program (the "Development Program Modification") for Development District No. 1 (the "Project Area") and establish Tax Increment Financing District No. 16 (PSD Business Park A) (the "District") therein and adopt a Tax Increment Financing Plan (the "TIF Plan") therefor (the Development Program Modification and the TIF Plan are referred to collectively herein as the "Program and Plan"); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.124 to 469.133 and Sections 469.174 to 469.1794, all inclusive, as amended, (the "Act") all as reflected in the Program and Plan, and presented for the Council's consideration.

1.02. The City has investigated the facts relating to the Program and Plan and has caused the Program and Plan to be prepared.

1.03. The City has performed all actions required by law to be performed prior to the establishment of the District and the adoption and approval of the proposed Program and Plan, including, but not limited to, notification of Anoka County and Independent School District No. 11 having taxing jurisdiction over the property to be included in the District, a review of and written comment on the Program and Plan by the City Planning Commission on June 1, 2017, recommendation of the Program and Plan by the City Economic Development Authority on June 8, 2017, and the holding of a public hearing upon published notice as required by law.

1.04. Certain written reports (the "Reports") relating to the Program and Plan and to the activities contemplated therein have heretofore been prepared by staff and consultants and submitted to the Council and/or made a part of the City files and proceedings on the Program and Plan. The Reports include data, information and/or substantiation constituting or relating to the basis for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Reports, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

1.05 The City of Ramsey elects to calculate fiscal disparities for the District in accordance with Minnesota Statutes, Section 469.177, Subd. 3, clause b, which means the fiscal disparities contribution would be taken from inside the District.

1.06. The City is not modifying the boundaries of the Project Area, but is however, modifying the Development Program therefor.

Section 2. Findings for the Adoption and Approval of the Development Program Modification.

2.01. The Council approves the Development Program Modification, and specifically finds that: (a) the land within the Project Area would not be available for redevelopment without the financial aid to be sought under this Development Program; (b) the Development Program, as modified, will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project by private enterprise; and (c) that the Development Program, as modified, conforms to the general plan for the development of the City as a whole.

Section 3. Findings for the Establishment of Tax Increment Financing District No. 16 (PSD Business Park A).

3.01. The Council hereby finds that the District is in the public interest and is an "economic development district" under Minnesota Statutes, Section 469.174, Subd. 12 of the Act.

3.02. The Council further finds that the proposed development would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the Tax Increment Financing Plan, that the Program and Plan conform to the general plan for the development or redevelopment of the City as a whole; and that the Program and Plan will afford maximum opportunity consistent with the sound needs of the City as a whole, for the redevelopment or development of the District by private enterprise.

3.03. The Council further finds, declares and determines that the City made the above findings stated in this Section and has set forth the reasons and supporting facts for each determination in writing, attached hereto as Exhibit A.

Section 4. Public Purpose.

4.01. The adoption of the Program and Plan conforms in all respects to the requirements of the Act and will result in increased employment in the state and will result in preservation and enhancement of the tax base of the State and thereby serves a public purpose. For the reasons described in Exhibit A, the City believes these benefits directly derive from the tax increment assistance provided under the TIF Plan. A private developer will receive only the assistance needed to make this development financially feasible. As such, any private benefits received by a developer are incidental and do not outweigh the primary public benefits.

Section 5. Approval and Adoption of the Program and Plan.

5.01. The Program and Plan, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the City Administrator.

5.02. The staff of the City, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Program and Plan and to negotiate, draft, prepare and present to this Council for its consideration all further plans, resolutions, documents and contracts necessary for this purpose.

5.03 The Auditor of Anoka County is requested to certify the original net tax capacity of the District, as described in the Program and Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased; and the City of Ramsey is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the District, for which building permits have been issued during the 18 months immediately preceding the adoption of this resolution.

5.04. The City Administrator is further authorized and directed to file a copy of the Program and Plan with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes 469.175, Subd. 4a.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated: June 27, 2017

ATTEST:

_____ _____

Sarah Strommen, Mayor Kurt Ulrich, City Administrator

(Seal)

EXHIBIT A

RESOLUTION NO. _____

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A) as required pursuant to *M.S., Section 469.175, Subd. 3* are as follows:

1. *Finding that the Tax Increment Financing District No. 16 (PSD Business Park A) is an economic development district as defined in M.S., Section 469.174, Subd. 12.*

   Tax Increment Financing District No. 16 (PSD Business Park A) is a contiguous geographic area within the City's Development District No. 1, delineated in the TIF Plan, for the purpose of financing economic development in the City through the use of tax increment. The District is in the public interest because it will facilitate the construction of an approximately 60,000 square foot industrial facility in the City which will increase employment in the state as well as preserve and enhance the tax base of the state.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 16 (PSD Business Park A) permitted by the TIF Plan.*

   The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan is an industrial facility that meets the City's objectives for economic development. The cost of land acquisition, site and public improvements and utilities in conjunction with achievable lease rates in the market, makes development of the facility infeasible without City assistance. The added costs for a proposed internal roadway will lead to a more efficient layout of buildings and maximize the amount of value created on the site. The developer was asked for and provided a letter and a pro forma as justification that the developer would not have gone forward without tax increment assistance.

   The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: The City supported this finding on the grounds that the cost of land acquisition, site and public improvements and utilities, and construction of a high quality building add to the total development cost. The proposed project includes the construction of internal infrastructure on the site to maximize future development potential, further adding to the total cost. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

   Therefore, the City concludes as follows:

   a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is $0.

b. If the proposed development occurs, the total increase in market value will be $3,212,568.

c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be $321,242.

d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than $2,891,326 (the amount in clause b less the amount in clause c) without tax increment assistance.

3. *Finding that the TIF Plan for Tax Increment Financing District No. 16 (PSD Business Park A) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Development District No. 1 by private enterprise.*

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota, increased tax base of the State, and add a high-quality development to the City.

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION #17-06-132

RESOLUTION ADOPTING A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR DEVELOPMENT DISTRICT NO. 1; AND ESTABLISHING TAX INCREMENT FINANCING DISTRICT NO. 16 (PSD BUSINESS PARK A) THEREIN AND ADOPTING A TAX INCREMENT FINANCING PLAN THEREFOR.

BE IT RESOLVED by the City Council (the "Council") of the City of Ramsey, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. The City Council of the City of Ramsey (the "City") has heretofore established Development District No. 1 and adopted the Development Program therefor. It has been proposed by the City that the City adopt a Modification to the Development Program (the "Development Program Modification") for Development District No. 1 (the "Project Area") and establish Tax Increment Financing District No. 16 (PSD Business Park A) (the "District") therein and adopt a Tax Increment Financing Plan (the "TIF Plan") therefor (the Development Program Modification and the TIF Plan are referred to collectively herein as the "Program and Plan"); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.124 to 469.133 and Sections 469.174 to 469.1794, all inclusive, as amended, (the "Act") all as reflected in the Program and Plan, and presented for the Council's consideration.

1.02. The City has investigated the facts relating to the Program and Plan and has caused the Program and Plan to be prepared.

1.03. The City has performed all actions required by law to be performed prior to the establishment of the District and the adoption and approval of the proposed Program and Plan, including, but not limited to, notification of Anoka County and Independent School District No. 11 having taxing jurisdiction over the property to be included in the District, a review of and written comment on the Program and Plan by the City Planning Commission on June 1, 2017, recommendation of the Program and Plan by the City Economic Development Authority on June 8, 2017, and the holding of a public hearing upon published notice as required by law.

1.04. Certain written reports (the "Reports") relating to the Program and Plan and to the activities contemplated therein have heretofore been prepared by staff and consultants and submitted to the Council and/or made a part of the City files and proceedings on the Program and Plan. The Reports include data, information and/or substantiation constituting or relating to the basis for the other findings and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Reports, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

1.05 The City of Ramsey elects to calculate fiscal disparities for the District in accordance with Minnesota Statutes, Section 469.177, Subd. 3, clause b, which means the fiscal disparities contribution would be taken from inside the District.

1.06. The City is not modifying the boundaries of the Project Area, but is however, modifying the Development Program therefor.

Section 2. Findings for the Adoption and Approval of the Development Program Modification.

2.01. The Council approves the Development Program Modification, and specifically finds that: (a) the land within the Project Area would not be available for redevelopment without the financial aid to be sought under this Development Program; (b) the Development Program, as modified, will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project by private enterprise; and (c) that the Development Program, as modified, conforms to the general plan for the development of the City as a whole.

Section 3. Findings for the Establishment of Tax Increment Financing District No. 16 (PSD Business Park A).

3.01. The Council hereby finds that the District is in the public interest and is an "economic development district" under Minnesota Statutes, Section 469.174, Subd. 12 of the Act.

3.02. The Council further finds that the proposed development would not occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the Tax Increment Financing Plan, that the Program and Plan conform to the general plan for the development or redevelopment of the City as a whole; and that the Program and Plan will afford maximum opportunity consistent with the sound needs of the City as a whole, for the redevelopment or development of the District by private enterprise.

3.03. The Council further finds, declares and determines that the City made the above findings stated in this Section and has set forth the reasons and supporting facts for each determination in writing, attached hereto as Exhibit A.

Section 4. Public Purpose.

4.01. The adoption of the Program and Plan conforms in all respects to the requirements of the Act and will result in increased employment in the state and will result in preservation and enhancement of the tax base of the State and thereby serves a public purpose. For the reasons described in Exhibit A, the City believes these benefits directly derive from the tax increment assistance provided under the TIF Plan. A private developer will receive only the assistance needed to make this development financially feasible. As such, any private benefits received by a developer are incidental and do not outweigh the primary public benefits.

Section 5. Approval and Adoption of the Program and Plan.

5.01. The Program and Plan, as presented to the Council on this date, including without limitation the findings and statements of objectives contained therein, are hereby approved, ratified, established, and adopted and shall be placed on file in the office of the City Administrator.

5.02. The staff of the City, the City's advisors and legal counsel are authorized and directed to proceed with the implementation of the Program and Plan and to negotiate, draft, prepare and present to this Council for its consideration all further plans, resolutions, documents and contracts necessary for this purpose.

5.03 The Auditor of Anoka County is requested to certify the original net tax capacity of the District, as described in the Program and Plan, and to certify in each year thereafter the amount by which the original net tax capacity has increased or decreased; and the City of Ramsey is authorized and directed to forthwith transmit this request to the County Auditor in such form and content as the Auditor may specify, together with a list of all properties within the District, for which building permits have been issued during the 18 months immediately preceding the adoption of this resolution.

5.04. The City Administrator is further authorized and directed to file a copy of the Program and Plan with the Commissioner of Revenue and the Office of the State Auditor pursuant to Minnesota Statutes 469.175, Subd. 4a.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated: June 27, 2017

ATTEST:

_____ _____

Sarah Strommen, Mayor Kurt Ulrich, City Administrator

(Seal)

EXHIBIT A

RESOLUTION NO. _____

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A) as required pursuant to *M.S., Section 469.175, Subd. 3* are as follows:

1. *Finding that the Tax Increment Financing District No. 16 (PSD Business Park A) is an economic development district as defined in M.S., Section 469.174, Subd. 12.*

   Tax Increment Financing District No. 16 (PSD Business Park A) is a contiguous geographic area within the City's Development District No. 1, delineated in the TIF Plan, for the purpose of financing economic development in the City through the use of tax increment. The District is in the public interest because it will facilitate the construction of an approximately 60,000 square foot industrial facility in the City which will increase employment in the state as well as preserve and enhance the tax base of the state.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 16 (PSD Business Park A) permitted by the TIF Plan.*

   The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan is an industrial facility that meets the City's objectives for economic development. The cost of land acquisition, site and public improvements and utilities in conjunction with achievable lease rates in the market, makes development of the facility infeasible without City assistance. The added costs for a proposed internal roadway will lead to a more efficient layout of buildings and maximize the amount of value created on the site. The developer was asked for and provided a letter and a pro forma as justification that the developer would not have gone forward without tax increment assistance.

   The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: The City supported this finding on the grounds that the cost of land acquisition, site and public improvements and utilities, and construction of a high quality building add to the total development cost. The proposed project includes the construction of internal infrastructure on the site to maximize future development potential, further adding to the total cost. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

   Therefore, the City concludes as follows:

   a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is $0.

b. If the proposed development occurs, the total increase in market value will be $3,212,568.

c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be $321,242.

d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than $2,891,326 (the amount in clause b less the amount in clause c) without tax increment assistance.

3. *Finding that the TIF Plan for Tax Increment Financing District No. 16 (PSD Business Park A) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Development District No. 1 by private enterprise.*

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota, increased tax base of the State, and add a high-quality development to the City.

CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION #17-06-133

RESOLUTION AUTHORIZING AN INTERFUND LOAN FOR ADVANCE OF CERTAIN COSTS IN CONNECTION WITH TAX INCREMENT FINANCING DISTRICT NO. 16 (PSD BUSINESS PARK A)

BE IT RESOLVED by the City Council (the "Council") of the City of Ramsey, Minnesota (the "City"), as follows:

Section 1. Background.

1.01. The City has heretofore approved the establishment of Tax Increment Financing District No. 16 (PSD Business Park A) (the "TIF District") within Development District No. 1 (the "Project"), and has adopted a Tax Increment Financing Plan (the "TIF Plan") for the purpose of financing certain improvements within the Project.

1.02. The City has determined to pay for certain costs identified in the TIF Plan consisting of land/building acquisition, site improvements/preparation, public utilities, streets and sidewalks, other qualifying costs, interest and administrative costs (collectively, the "Qualified Costs"), which costs may be financed on a temporary basis from City funds available for such purposes.

1.03. Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from the City's general fund or any other fund from which such advances may be legally authorized, in order to finance the Qualified Costs.

1.04. The City intends to reimburse itself for the Qualified Costs from tax increments derived from the TIF District in accordance with the terms of this resolution (which terms are referred to collectively as the "Interfund Loan").

Section 2. Terms of Interfund Loan.

2.01. The City hereby authorizes the advance of up to $30,000 from the EDA Fund or so much thereof as may be paid as Qualified Costs. The City shall reimburse itself for such advances together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 4% and will not fluctuate.

2.02. Principal and interest ("Payments") on the Interfund Loan shall be paid semi-annually on each August 1 and February 1 (each a "Payment Date"), commencing on the first Payment Date on which

the Authority has Available Tax Increment (defined below), or on any other dates determined by the City Administrator, through the date of last receipt of tax increment from the TIF District.

2.03. Payments on this Interfund Loan are payable solely from "Available Tax Increment," which shall mean, on each Payment Date, tax increment available after other obligations have been paid, or as determined by the City Administrator, generated in the preceding six (6) months with respect to the property within the TIF District and remitted to the City by Anoka County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, all inclusive, as amended. Payments on this Interfund Loan may be subordinated to any outstanding or future bonds, notes or contracts secured in whole or in part with Available Tax Increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment.

2.04. The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

2.05. This Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution. This Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Interfund Loan or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the final Payment Date.

2.06. The City may amend the terms of this Interfund Loan at any time by resolution of the City Council, including a determination to forgive the outstanding principal amount and accrued interest to the extent permissible under law.

Section 3. Effective Date. This resolution is effective upon the date of its approval.

The motion for the adoption of the foregoing resolution was duly seconded by Council member _____, and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Dated: June 27, 2017

ATTEST:

_____ _____

Sarah Strommen, Mayor Kurt Ulrich, City Administrator

(Seal)

Tax Increment Financing District Overview

City of Ramsey

Tax Increment Financing District No. 16 – PSD Business Park A

The following summary contains an overview of the basic elements of the Tax Increment Financing Plan for Tax Increment Financing District No. 16 – PSD Business Park A. More detailed information on each of these topics can be found in the complete Tax Increment Financing Plan.

Proposed action:	➢ Establishment of Tax Increment Financing District No. 16 – PSD Business Park A (District) and adoption of a Tax Increment Financing Plan (TIF Plan). ➢ Modification of the Development Program for Development District No. 1 which includes the establishment of Tax Increment Financing District No. 16 – PSD Business Park A, a continuation of the goals and objectives set forth in the Development Program for Development District No. 1.
Type of TIF District:	An economic development district
Parcel Numbers:	29-32-25-12-0003* The District encompasses approximately 3 acres of the parcel identified along with adjacent rights-of-way and abutting roadways. A new property identification number for the parcel to be included in the District will be provided prior to certification.
Proposed Development:	The District is being created to facilitate the construction of an approximately 60,000 square foot industrial facility in the City. Please see Appendix A of the TIF Plan for a more detailed project description.
Maximum duration:	The duration of the District will be 8 years from the date of receipt of the first increment (9 years of increment). The City expects to receive the first tax increment in 2019. It is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after December 31, 2027, or when the TIF Plan is satisfied.
Estimated annual tax increment:	Up to $54,296

EHLERS
LEADERS IN PUBLIC FINANCE

Authorized uses:	The TIF Plan contains a budget that authorizes the maximum amount that may be expended: Land/Building Acquisition.....$200,000 Site Improvements/Preparation.....$75,000 Public Utilities .....$53,153 Administrative Costs (up to 10%).....$40,076 PROJECT COSTS TOTAL .....$368,229 Interest .....$72,603 **PROJECT COSTS TOTAL**.....**$440,832** See Subsection 2-10, on page 2-5 of the TIF Plan for the full budget authorization.
Form of financing:	The project is proposed to be financed by a pay-as-you-go note and/or interfund loan.
Administrative fee:	Up to 10% of annual increment, if costs are justified.
Interfund Loan Requirement:	If the City wants to pay for administrative expenditures from a tax increment fund, it is recommended that a resolution authorizing a loan from another fund be passed *PRIOR* to the issuance of the check.
4 Year Activity Rule *(§ 469.176 Subd. 6)*	After four years from the date of certification of the District one of the following activities must have been commenced on each parcel in the District: • Demolition • Rehabilitation • Renovation • Other site preparation (not including utility services such as sewer and water) If the activity has not been started by approximately June 2021, no additional tax increment may be taken from that parcel until the commencement of a qualifying activity.
5 Year Rule *(§ 469.1763 Subd. 3)*	Within 5 years of certification revenues derived from tax increments must be expended or obligated to be expended. Any obligations in the District made after approximately June 2022, will not be eligible for repayment from tax increments.

The reasons and facts supporting the findings for the adoption of the TIF Plan for the District, as required pursuant to *M.S., Section 469.175, Subd. 3,* are included in Exhibit A of the City resolution.

MAP OF DEVELOPMENT DISTRICT NO. 1 AND
TAX INCREMENT FINANCING DISTRICT NO. 16 – PSD BUSINESS PARK A

As of May 22, 2017
Draft for Fiscal Implications

Modification to the Development Program for Development District No. 1

and the

Tax Increment Financing Plan

for the establishment of

Tax Increment Financing District No. 16 (PSD Business Park A) (an economic development district)

within

Development District No. 1

City of Ramsey
Anoka County
State of Minnesota

Public Hearing: June 27, 2017
Adopted:

This document is in draft form for distribution to the County and the School District. The TIF Plan contains the estimated fiscal and economic implications of the proposed TIF District. The City may make minor changes to this draft document prior to the public hearing.

Prepared by: EHLERS & ASSOCIATES, INC.
3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105
651-697-8500 fax: 651-697-8555 www.ehlers-inc.com

Table of Contents
(for reference purposes only)

Section 1 - Modification to the Development Program
for Development District No. 1 1-1
Foreword 1-1

Section 2 - Tax Increment Financing Plan
for Tax Increment Financing District No. 16 (PSD Business Park A) 2-1
Subsection 2-1. Foreword 2-1
Subsection 2-2. Statutory Authority 2-1
Subsection 2-3. Statement of Objectives 2-1
Subsection 2-4. Development Program Overview 2-1
Subsection 2-5. Description of Property in the District and Property To Be Acquired . 2-2
Subsection 2-6. Classification of the District 2-2
Subsection 2-7. Duration and First Year of Tax Increment of the District 2-3
Subsection 2-8. Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements 2-3
Subsection 2-9. Sources of Revenue/Bonds to be Issued 2-4
Subsection 2-10. Uses of Funds 2-5
Subsection 2-11. Fiscal Disparities Election 2-5
Subsection 2-12. Business Subsidies 2-6
Subsection 2-13. County Road Costs 2-7
Subsection 2-14. Estimated Impact on Other Taxing Jurisdictions 2-7
Subsection 2-15. Supporting Documentation 2-9
Subsection 2-16. Definition of Tax Increment Revenues 2-9
Subsection 2-17. Modifications to the District 2-9
Subsection 2-18. Administrative Expenses 2-10
Subsection 2-19. Limitation of Increment 2-11
Subsection 2-20. Use of Tax Increment 2-11
Subsection 2-21. Excess Increments 2-12
Subsection 2-22. Requirements for Agreements with the Developer 2-12
Subsection 2-23. Assessment Agreements 2-13
Subsection 2-24. Administration of the District 2-13
Subsection 2-25. Annual Disclosure Requirements 2-13
Subsection 2-26. Reasonable Expectations 2-13
Subsection 2-27. Other Limitations on the Use of Tax Increment 2-13
Subsection 2-28. Summary 2-14

Appendix A
Project Description A-1

Appendix B
Map of Development District No. 1 and the District B-1

Appendix C
Description of Property to be Included in the District C-1

Appendix D
Estimated Cash Flow for the District D-1

Appendix E
Minnesota Business Assistance Form E-1

Appendix F
Findings Including But/For Qualifications F-1

Section 1 - Modification to the Development Program for Development District No. 1

Foreword

The following text represents a Modification to the Development Program for Development District No. 1. This modification represents a continuation of the goals and objectives set forth in the Development Program for Development District No. 1. Generally, the substantive changes include the establishment of Tax Increment Financing District No. 16 (PSD Business Park A).

For further information, a review of the Development Program for Development District No. 1 is recommended. It is available from the City Administrator at the City of Ramsey. Other relevant information is contained in the Tax Increment Financing Plans for the Tax Increment Financing Districts located within Development District No. 1.

Section 2 - Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A)

Subsection 2-1. Foreword

The City of Ramsey (the "City"), staff and consultants have prepared the following information to expedite the establishment of Tax Increment Financing District No. 16 (PSD Business Park A) (the "District"), an economic development tax increment financing district, located in Development District No. 1.

Subsection 2-2. Statutory Authority

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.124 to 469.133*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for Development District No. 1.

Subsection 2-3. Statement of Objectives

The District currently consists of one parcel of land and adjacent and internal rights-of-way. The District is being created to facilitate the construction of an approximately 60,000 square foot industrial facility in the City. Please see Appendix A for further District information. The City intends to enter into an agreement with PSD, LLC as the developer. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Development District No. 1.

The activities contemplated in the Modification to the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Development District No. 1 and the District.

Subsection 2-4. Development Program Overview

1. Property to be Acquired - Selected property located within the District may be acquired by the City and is further described in this TIF Plan.

2. Relocation - Relocation services, to the extent required by law, are available pursuant to *M.S., Chapter 117* and other relevant state and federal laws.

3. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.

4. The City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

5. The City proposes both public and private infrastructure within the District. The proposed reuse of private property within the District will be for a manufacturing facility, and there will be continued operation of Development District No. 1 after the capital improvements

within Development District No. 1 have been completed.

Subsection 2-5. Description of Property in the District and Property To Be Acquired

The District encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed in Appendix C of this TIF Plan. Please also see the map in Appendix B for further information on the location of the District.

The City may acquire any parcel within the District including interior and adjacent street rights of way. Any properties identified for acquisition will be acquired by the City only in order to accomplish one or more of the following: storm sewer improvements; provide land for needed public streets, utilities and facilities; carry out land acquisition, site improvements, clearance and/or development to accomplish the uses and objectives set forth in this plan. The City may acquire property by gift, dedication, condemnation or direct purchase from willing sellers in order to achieve the objectives of this TIF Plan. Such acquisitions will be undertaken only when there is assurance of funding to finance the acquisition and related costs. The City does not currently intend to acquire the parcel comprising the District.

Subsection 2-6. Classification of the District

The City, in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, finds that the District, to be established, is an economic development district pursuant to *M.S., Section 469.174, Subd. 12* as defined below:

> *"Economic development district" means a type of tax increment financing district which consists of any project, or portions of a project, which the authority finds to be in the public interest because:*
>
> *(1) it will discourage commerce, industry, or manufacturing from moving their operations to another state or municipality; or*
> *(2) it will result in increased employment in the state; or*
> *(3) it will result in preservation and enhancement of the tax base of the state.*

The District is in the public interest because it will meet the statutory requirement from clauses 2 and 3.

Pursuant to *M.S., Section 469.176, Subd. 4c,* revenue derived from tax increment from an economic development district may not be used to provide improvements, loans, subsidies, grants, interest rate subsidies, or assistance in any form to developments consisting of buildings and ancillary facilities, if more than 15 percent of the buildings and facilities (determined on the basis of square footage) are used for a purpose other than:

(1) The manufacturing or production of tangible personal property, including processing resulting in the change in condition of the property;
(2) Warehousing, storage, and distribution of tangible personal property, excluding retail sales;
(3) Research and development related to the activities listed in items (1) or (2);
(4) Telemarketing if that activity is the exclusive use of the property; or
(5) Tourism facilities;
(6) Space necessary for and related to the activities listed in items (1) to (5)

In meeting the statutory criteria the City relies on the following facts and findings:

The facilities in the District meet the conditions of Purposes 1, 2, and 6.

The District is being created to assist in the construction of a speculative industrial facility. The proposed facility will be used for manufacturing, warehousing and related activities.

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111*, *273.112, or 273.114* or *Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

Subsection 2-7. Duration and First Year of Tax Increment of the District

Pursuant to *M.S., Section 469.175, Subd. 1, and M.S., Section 469.176, Subd. 1*, the duration of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 8 years after receipt of the first increment by the City. The date of receipt by the City of the first tax increment is expected to be 2019. Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2027, or when the TIF Plan is satisfied. If increment is received in 2020, the term of the District will be 2028. The City reserves the right to decertify the District prior to the legally required date.

Subsection 2-8. Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

Pursuant to *M.S., Section 469.174, Subd. 7 and M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2017 for taxes payable 2018.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2019) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured and no tax increment will be payable to the City.

The original local tax rate for the District will be the local tax rate for taxes payable 2018, assuming the request for certification is made before June 30, 2018. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4 and M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Development District No. 1, upon completion of the projects within the District, will annually approximate tax increment revenues as shown in the table below. The City requests 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2019. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Estimated Tax Capacity upon Completion (PTC)	**$80,249**	
Original Estimated Net Tax Capacity (ONTC)	**$1,311**	
Fiscal Disparities Contribution	**$29,863**	
Estimated Captured Tax Capacity (CTC)	**$49,075**	
Original Local Tax Rate	**1.03404**	Pay 2017
Estimated Annual Tax Increment (CTC x Local Tax Rate)	**$50,746**	
Percent Retained by the City	**100%**	

Tax capacity includes a 3% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 9. The tax capacity of the District in year one is estimated to be $16,313.

Pursuant to *M.S., Section 469.177, Subd. 4*, the City shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3.* The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and found no parcels for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

Subsection 2-9. Sources of Revenue/Bonds to be Issued

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The City reserves the right to incur bonds or other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by a pay-as-you-go note/interfund loan. Any refunding amounts will be deemed a budgeted cost without a formal TIF Plan Modification. This provision does not obligate the City to incur debt. The City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The total estimated tax increment revenues for the District are shown in the table below:

SOURCES OF FUNDS	**TOTAL**
Tax Increment	$374,547
Interest	$37,455
TOTAL	**$412,002**

The City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of $344,147. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

Subsection 2-10. Uses of Funds

Currently under consideration for the District is a proposal to facilitate the construction of an approximately 60,000 square foot industrial facility in the City. The City has determined that it will be necessary to provide assistance to the project(s) for certain District costs, as described. The City has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES OF TAX INCREMENT FUNDS	TOTAL
Land/Building Acquisition	$175,000
Site Improvements/Preparation	$75,000
Utilities	$56,692
Administrative Costs (up to 10%)	$37,455
PROJECT COST TOTAL	$344,147
Interest	$67,855
PROJECT AND INTEREST COSTS TOTAL	**$412,002**

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in Subsection 2-9.

Estimated capital and administrative costs listed above are subject to change among categories by modification of the TIF Plan without hearings and notices as required for approval of the initial TIF Plan, so long as the total capital and administrative costs combined do not exceed the total listed above. Further, the City may spend up to 20 percent of the tax increments from the District for activities (described in the table above) located outside the boundaries of the District but within the boundaries of the Project (including administrative costs, which are considered to be spend outside the District), subject to all other terms and conditions of this TIF Plan.

Subsection 2-11. Fiscal Disparities Election

Pursuant to *M.S., Section 469.177, Subd. 3*, the City may elect one of two methods to calculate fiscal disparities. If the calculations pursuant to *M.S., Section 469.177, Subd. 3, clause b*, (within the District) are followed, the following method of computation shall apply:

(1) The original net tax capacity shall be determined before the application of the fiscal disparity provisions of Chapter 276A or 473F. The current net tax capacity shall exclude any fiscal disparity commercial-industrial net tax capacity increase between the original year and the current year multiplied by the fiscal disparity ratio determined pursuant to M.S., Section 276A.06, subdivision 7 or M.S., Section 473F.08, subdivision 6. Where the original net tax capacity is equal to or greater than the current net tax capacity, there is no captured tax capacity and no tax increment determination. Where the original tax capacity is less than the current tax capacity, the difference between the original net tax capacity and the current net tax capacity is the captured net tax capacity. This amount less any portion thereof which the authority has

designated, in its tax increment financing plan, to share with the local taxing districts is the retained captured net tax capacity of the authority.

(2) The county auditor shall exclude the retained captured net tax capacity of the authority from the net tax capacity of the local taxing districts in determining local taxing district tax rates. The local tax rates so determined are to be extended against the retained captured net tax capacity of the authority as well as the net tax capacity of the local taxing districts. The tax generated by the extension of the less of (A) the local taxing district tax rates or (B) the original local tax rate to the retained captured net tax capacity of the authority is the tax increment of the authority.

The City will choose to calculate fiscal disparities by clause b.

According to *M.S., Section 469.177, Subd. 3:*

(c) The method of computation of tax increment applied to a district pursuant to paragraph (a) or (b) shall remain the same for the duration of the district, except that the governing body may elect to change its election from the method of computation in paragraph (a) to the method in paragraph (b).

Subsection 2-12. Business Subsidies

Pursuant to *M.S., Section 116J.993, Subd. 3*, the following forms of financial assistance are not considered a business subsidy:

(1) A business subsidy of less than $150,000;
(2) Assistance that is generally available to all businesses or to a general class of similar businesses, such as a line of business, size, location, or similar general criteria;
(3) Public improvements to buildings or lands owned by the state or local government that serve a public purpose and do not principally benefit a single business or defined group of businesses at the time the improvements are made;
(4) Redevelopment property polluted by contaminants as defined in *M.S., Section 116J.552, Subd. 3;*
(5) Assistance provided for the sole purpose of renovating old or decaying building stock or bringing it up to code and assistance provided for designated historic preservation districts, provided that the assistance is equal to or less than 50% of the total cost;
(6) Assistance to provide job readiness and training services if the sole purpose of the assistance is to provide those services;
(7) Assistance for housing;
(8) Assistance for pollution control or abatement, including assistance for a tax increment financing hazardous substance subdistrict as defined under *M.S., Section 469.174, Subd. 23*;
(9) Assistance for energy conservation;
(10) Tax reductions resulting from conformity with federal tax law;
(11) Workers' compensation and unemployment compensation;
(12) Benefits derived from regulation;
(13) Indirect benefits derived from assistance to educational institutions;
(14) Funds from bonds allocated under chapter 474A, bonds issued to refund outstanding bonds, and bonds issued for the benefit of an organization described in section 501 (c) (3) of the Internal Revenue Code of 1986, as amended through December 31, 1999;
(15) Assistance for a collaboration between a Minnesota higher education institution and a business;
(16) Assistance for a tax increment financing soils condition district as defined under *M.S., Section 469.174, Subd. 19*;

(17) Redevelopment when the recipient's investment in the purchase of the site and in site preparation is 70 percent or more of the assessor's current year's estimated market value;
(18) General changes in tax increment financing law and other general tax law changes of a principally technical nature;
(19) Federal assistance until the assistance has been repaid to, and reinvested by, the state or local government agency;
(20) Funds from dock and wharf bonds issued by a seaway port authority;
(21) Business loans and loan guarantees of $150,000 or less;
(22) Federal loan funds provided through the United States Department of Commerce, Economic Development Administration; and
(23) Property tax abatements granted under *M.S., Section 469.1813* to property that is subject to valuation under Minnesota Rules, chapter 8100.

The City will comply with *M.S., Sections 116J.993 to 116J.995* to the extent the tax increment assistance under this TIF Plan does not fall under any of the above exemptions.

Subsection 2-13. County Road Costs

Pursuant to *M.S., Section 469.175, Subd. 1a*, the county board may require the City to pay for all or part of the cost of county road improvements if the proposed development to be assisted by tax increment will, in the judgment of the county, substantially increase the use of county roads requiring construction of road improvements or other road costs and if the road improvements are not scheduled within the next five years under a capital improvement plan or within five years under another county plan.

If the county elects to use increments to improve county roads, it must notify the City within forty-five days of receipt of this TIF Plan. In the opinion of the City and consultants, the proposed development outlined in this TIF Plan will have little or no impact upon county roads, therefore the TIF Plan was not forwarded to the county 45 days prior to the public hearing. The City is aware that the county could claim that tax increment should be used for county roads, even after the public hearing.

Subsection 2-14. Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is $0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

IMPACT ON TAX BASE

	2016/Pay 2017 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) Upon Completion	Percent of CTC to Entity Total
Anoka County	283,489,432	49,075	**0.0173%**
City of Ramsey	20,779,674	49,075	**0.2362%**
Anoka Hennepin ISD No. 11	148,772,334	49,075	**0.0330%**

IMPACT ON TAX RATES

	Pay 2017 Extension Rates	Percent of Total	CTC	Potential Taxes
Anoka County	0.368410	35.63%	49,075	**18,080**
City of Ramsey	0.424540	41.06%	49,075	**20,834**
Anoka Hennepin ISD No. 11	0.185900	17.98%	49,075	**9,123**
Other	0.055190	5.34%	49,075	**2,708**
Total	1.034040	100.00%		**50,746**

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the actual Pay 2017 rate. The total net capacity for the entities listed above are based on actual Pay 2017 figures. The District will be certified under the actual Pay 2018 rates, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S. Section 469.175 Subd. 2(b)*:

(1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is $374,547;

(2) Probable impact of the District on city provided services and ability to issue debt. An impact of the District on police protection is not expected. The City does track all calls for service including property-type calls and crimes. With any addition of new residents or businesses, police calls for service will be increased. However, the City believes any new calls generated from the development will be negligible. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment.

The probable impact of the District on fire protection is not expected to be significant. Typically new buildings generate few calls, if any, and are of superior construction.

The impact of the District on public infrastructure is expected to be minimal. The development will require the construction of an internal public roadway for internal circulation and to maximize the are that can be developed with buildings. The City anticipates construction of this internal public roadway at the time of development. The current infrastructure for sanitary sewer, storm sewer and water will be able to handle the additional volume generated from the proposed development. Based on the development plans, there are minor additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks. The development in the District is expected to contribute to sanitary sewer (SAC) and water (WAC) connection fees, though costs are yet to be determined.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

(3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions

remained the same, is $67,344;

(4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is $133,451;

(5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Subsection 2-15. Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District. Following is a list of reports and studies on file at the City that support the City's findings:

- Future Business Park Economic Development Analysis: City of Ramsey, February 2016.

Subsection 2-16. Definition of Tax Increment Revenues

Pursuant to *M.S., Section 469.174, Subd. 25*, tax increment revenues derived from a tax increment financing district include all of the following potential revenue sources:

1. Taxes paid by the captured net tax capacity, but excluding any excess taxes, as computed under *M.S., Section 469.177*;
2. The proceeds from the sale or lease of property, tangible or intangible, to the extent the property was purchased by the authority with tax increments;
3. Principal and interest received on loans or other advances made by the authority with tax increments;
4. Interest or other investment earnings on or from tax increments;
5. Repayments or return of tax increments made to the Authority under agreements for districts for which the request for certification was made after August 1, 1993; and
6. The market value homestead credit paid to the Authority under *M.S., Section 273.1384*.

Subsection 2-17. Modifications to the District

In accordance with *M.S., Section 469.175, Subd. 4*, any:

1. Reduction or enlargement of the geographic area of the District, if the reduction does not meet the requirements of *M.S., Section 469.175, Subd. 4(e)*;
2. Increase in amount of bonded indebtedness to be incurred;
3. A determination to capitalize interest on debt if that determination was not a part of the original TIF Plan;
4. Increase in the portion of the captured net tax capacity to be retained by the City;
5. Increase in the estimate of the cost of the District, including administrative expenses, that will be paid

or financed with tax increment from the District; or

6. Designation of additional property to be acquired by the City,

shall be approved upon the notice and after the discussion, public hearing and findings required for approval of the original TIF Plan.

Pursuant to *M.S., Section 469.175 Subd. 4(f)*, the geographic area of the District may be reduced, but shall not be enlarged after five years following the date of certification of the original net tax capacity by the county auditor. If an economic development district is enlarged, the reasons and supporting facts for the determination that the addition to the district meets the criteria of *M.S., Section 469.174, Subd. 12* must be documented in writing and retained. The requirements of this paragraph do not apply if (1) the only modification is elimination of parcel(s) from the District and (2) (A) the current net tax capacity of the parcel(s) eliminated from the District equals or exceeds the net tax capacity of those parcel(s) in the District's original net tax capacity or (B) the City agrees that, notwithstanding *M.S., Section 469.177, Subd. 1*, the original net tax capacity will be reduced by no more than the current net tax capacity of the parcel(s) eliminated from the District.

The City must notify the County Auditor of any modification to the District. Modifications to the District in the form of a budget modification or an expansion of the boundaries will be recorded in the TIF Plan.

Subsection 2-18. Administrative Expenses

In accordance with *M.S., Section 469.174, Subd. 14,* administrative expenses means all expenditures of the City, *other than*:

1. Amounts paid for the purchase of land;
2. Amounts paid to contractors or others providing materials and services, including architectural and engineering services, directly connected with the physical development of the real property in the District;
3. Relocation benefits paid to or services provided for persons residing or businesses located in the District;
4. Amounts used to pay principal or interest on, fund a reserve for, or sell at a discount bonds issued pursuant to *M.S., Section 469.178*; or
5. Amounts used to pay other financial obligations to the extent those obligations were used to finance costs described in clauses (1) to (3).

For districts for which the request for certification were made before August 1, 1979, or after June 30, 1982, and before August 1, 2001, administrative expenses also include amounts paid for services provided by bond counsel, fiscal consultants, and planning or economic development consultants. Pursuant to *M.S., Section 469.176, Subd. 3*, tax increment may be used to pay any **authorized and documented** administrative expenses for the District up to but not to exceed 10 percent of the total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined by *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

For districts for which certification was requested after July 31, 2001, no tax increment may be used to pay any administrative expenses for District costs which exceed ten percent of total estimated tax increment expenditures authorized by the TIF Plan or the total tax increments, as defined in *M.S., Section 469.174, Subd. 25, clause (1)*, from the District, whichever is less.

Pursuant to *M.S., Section 469.176, Subd. 4h*, tax increments may be used to pay for the County's actual

administrative expenses incurred in connection with the District and are not subject to the percentage limits of *M.S., Section 469.176, Subd. 3*. The county may require payment of those expenses by February 15 of the year following the year the expenses were incurred.

Pursuant to *M.S., Section 469. 177, Subd. 11*, the County Treasurer shall deduct an amount (currently .36 percent) of any increment distributed to the City and the County Treasurer shall pay the amount deducted to the State Commissioner of Management and Budget for deposit in the state general fund to be appropriated to the State Auditor for the cost of financial reporting of tax increment financing information and the cost of examining and auditing authorities' use of tax increment financing. This amount may be adjusted annually by the Commissioner of Revenue.

Subsection 2-19. Limitation of Increment

The tax increment pledged to the payment of bonds and interest thereon may be discharged and the District may be terminated if sufficient funds have been irrevocably deposited in the debt service fund or other escrow account held in trust for all outstanding bonds to provide for the payment of the bonds at maturity or redemption date.

Pursuant to *M.S., Section 469.176, Subd. 6*:

> *if, after four years from the date of certification of the original net tax capacity of the tax increment financing district pursuant to M.S., Section 469.177, no demolition, rehabilitation or renovation of property or other site preparation, including qualified improvement of a street adjacent to a parcel but not installation of utility service including sewer or water systems, has been commenced on a parcel located within a tax increment financing district by the authority or by the owner of the parcel in accordance with the tax increment financing plan, no additional tax increment may be taken from that parcel, and the original net tax capacity of that parcel shall be excluded from the original net tax capacity of the tax increment financing district. If the authority or the owner of the parcel subsequently commences demolition, rehabilitation or renovation or other site preparation on that parcel including qualified improvement of a street adjacent to that parcel, in accordance with the tax increment financing plan, the authority shall certify to the county auditor that the activity has commenced and the county auditor shall certify the net tax capacity thereof as most recently certified by the commissioner of revenue and add it to the original net tax capacity of the tax increment financing district. The county auditor must enforce the provisions of this subdivision. The authority must submit to the county auditor evidence that the required activity has taken place for each parcel in the district. The evidence for a parcel must be submitted by February 1 of the fifth year following the year in which the parcel was certified as included in the district. For purposes of this subdivision, qualified improvements of a street are limited to (1) construction or opening of a new street, (2) relocation of a street, and (3) substantial reconstruction or rebuilding of an existing street.*

The City or a property owner must improve parcels within the District by approximately June 2021 and report such actions to the County Auditor.

Subsection 2-20. Use of Tax Increment

The City hereby determines that it will use 100 percent of the captured net tax capacity of taxable property located in the District for the following purposes:

1. To pay the principal of and interest on bonds issued to finance a project;
2. To finance, or otherwise pay the capital and administration costs of Development District No. 1 pursuant to *M.S., Sections 469.124 to 469.133*;
3. To pay for project costs as identified in the budget set forth in the TIF Plan;
4. To finance, or otherwise pay for other purposes as provided in *M.S., Section 469.176, Subd. 4*;
5. To pay principal and interest on any loans, advances or other payments made to or on behalf of the City or for the benefit of Development District No. 1 by a developer;
6. To finance or otherwise pay premiums and other costs for insurance or other security guaranteeing the payment when due of principal of and interest on bonds pursuant to the TIF Plan or pursuant to *M.S., Chapter 462C. M.S., Sections 469.152 through 469.165*, and/or *M.S., Sections 469.178*; and
7. To accumulate or maintain a reserve securing the payment when due of the principal and interest on the tax increment bonds or bonds issued pursuant to *M.S., Chapter 462C, M.S., Sections 469.152 through 469.165*, and/or *M.S., Sections 469.178*.

These revenues shall not be used to circumvent any levy limitations applicable to the City nor for other purposes prohibited by *M.S., Section 469.176, Subd. 4.*

Tax increments generated in the District will be paid by Anoka County to the City for the Tax Increment Fund of said District. The City will pay to the developer(s) annually an amount not to exceed an amount as specified in a developer's agreement to reimburse the costs of land acquisition, public improvements, demolition and relocation, site preparation, and administration. Remaining increment funds will be used for City administration (up to 10 percent) and for the costs of public improvement activities outside the District.

Subsection 2-21. Excess Increments

Excess increments, as defined in *M.S., Section 469.176, Subd. 2*, shall be used only to do one or more of the following:

1. Prepay any outstanding bonds;
2. Discharge the pledge of tax increment for any outstanding bonds;
3. Pay into an escrow account dedicated to the payment of any outstanding bonds; or
4. Return the excess to the County Auditor for redistribution to the respective taxing jurisdictions in proportion to their local tax rates.

The City must spend or return the excess increments under paragraph (c) within nine months after the end of the year. In addition, the City may, subject to the limitations set forth herein, choose to modify the TIF Plan in order to finance additional public costs in Development District No. 1 or the District.

Subsection 2-22. Requirements for Agreements with the Developer

The City will review any proposal for private development to determine its conformance with the Development Program and with applicable municipal ordinances and codes. To facilitate this effort, the following documents may be requested for review and approval: site plan, construction, mechanical, and electrical system drawings, landscaping plan, grading and storm drainage plan, signage system plan, and any other drawings or narrative deemed necessary by the City to demonstrate the conformance of the development with City plans and ordinances. The City may also use the Agreements to address other issues related to the development.

Pursuant to *M.S., Section 469.176, Subd. 5*, no more than 10 percent, by acreage, of the property to be acquired in the District as set forth in the TIF Plan shall at any time be owned by the City as a result of

acquisition with the proceeds of bonds issued pursuant to *M.S., Section 469.178* to which tax increments from property acquired is pledged, unless prior to acquisition in excess of 10 percent of the acreage, the City concluded an agreement for the development of the property acquired and which provides recourse for the City should the development not be completed.

Subsection 2-23. Assessment Agreements

Pursuant to *M.S., Section 469.177, Subd. 8*, the City may enter into a written assessment agreement in recordable form with the developer of property within the District which establishes a minimum market value of the land and completed improvements for the duration of the District. The assessment agreement shall be presented to the County Assessor who shall review the plans and specifications for the improvements to be constructed, review the market value previously assigned to the land upon which the improvements are to be constructed and, so long as the minimum market value contained in the assessment agreement appears, in the judgment of the assessor, to be a reasonable estimate, the County Assessor shall also certify the minimum market value agreement.

Subsection 2-24. Administration of the District

Administration of the District will be handled by the City Administrator.

Subsection 2-25. Annual Disclosure Requirements

Pursuant to *M.S., Section 469.175, Subds. 5, 6, and 6b* the City must undertake financial reporting for all tax increment financing districts to the Office of the State Auditor, County Board and County Auditor on or before August 1 of each year. *M.S., Section 469.175, Subd. 5* also provides that an annual statement shall be published in a newspaper of general circulation in the City on or before August 15.

If the City fails to make a disclosure or submit a report containing the information required by *M.S., Section 469.175 Subd. 5 and Subd. 6,* the Office of the State Auditor will direct the County Auditor to withhold the distribution of tax increment from the District.

Subsection 2-26. Reasonable Expectations

As required by the TIF Act, in establishing the District, the determination has been made that the anticipated development would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the District permitted by the TIF Plan. In making said determination, reliance has been placed upon written representation made by the developer to such effects and upon City staff awareness of the feasibility of developing the project site(s) within the District. A comparative analysis of estimated market values both with and without establishment of the District and the use of tax increments has been performed as described above. Such analysis is included with the cashflow in Appendix D, and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the District and the use of tax increments.

Subsection 2-27. Other Limitations on the Use of Tax Increment

1. General Limitations. All revenue derived from tax increment shall be used in accordance with the TIF

Plan. The revenues shall be used to finance, or otherwise pay the capital and administration costs of Development District No. 1 pursuant to *M.S., Sections 469.124 to 469.133*. Tax increments may not be used to circumvent existing levy limit law. No tax increment may be used for the acquisition, construction, renovation, operation, or maintenance of a building to be used primarily and regularly for conducting the business of a municipality, county, school district, or any other local unit of government or the state or federal government. This provision does not prohibit the use of revenues derived from tax increments for the construction or renovation of a parking structure.

2. Pooling Limitations. At least 80 percent of tax increments from the District must be expended on activities in the District or to pay bonds, to the extent that the proceeds of the bonds were used to finance activities within said district or to pay, or secure payment of, debt service on credit enhanced bonds. Not more than 20 percent of said tax increments may be expended, through a development fund or otherwise, on activities outside of the District except to pay, or secure payment of, debt service on credit enhanced bonds. For purposes of applying this restriction, all administrative expenses must be treated as if they were solely for activities outside of the District.

3. Five Year Limitation on Commitment of Tax Increments. Tax increments derived from the District shall be deemed to have satisfied the 80 percent test set forth in paragraph (2) above only if the five year rule set forth in *M.S., Section 469.1763, Subd. 3*, has been satisfied; and beginning with the sixth year following certification of the District, 80 percent of said tax increments that remain after expenditures permitted under said five year rule must be used only to pay previously committed expenditures or credit enhanced bonds as more fully set forth in *M.S., Section 469.1763, Subd. 5*.

Subsection 2-28. Summary

The City of Ramsey is establishing the District to preserve and enhance the tax base, and provide employment opportunities in the City. The TIF Plan for the District was prepared by Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, Minnesota 55113-1105, telephone (651) 697-8500.

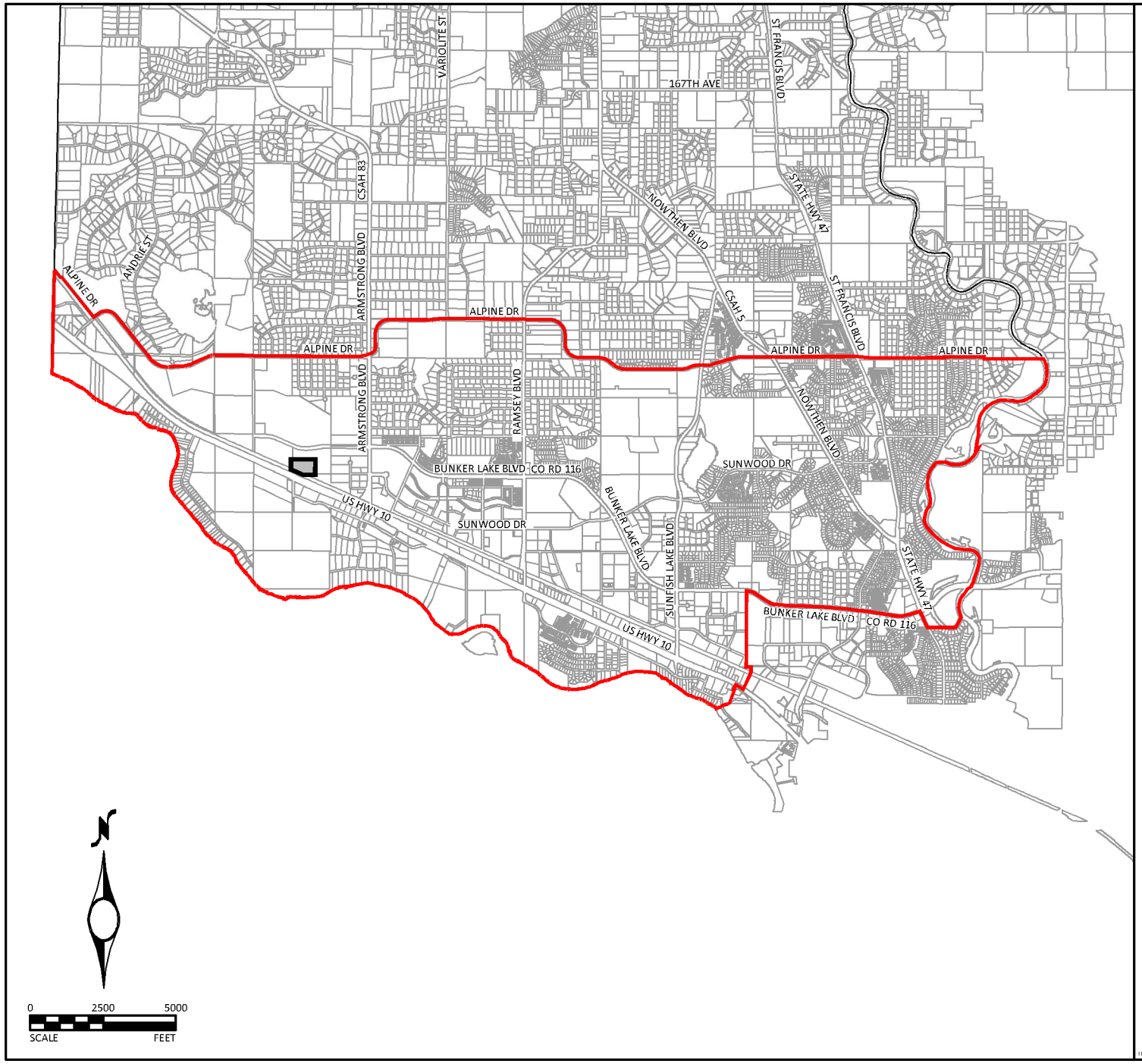
Appendix A

Project Description

PSD, LLC intends to construct a speculative 60,000 square foot, high quality, industrial building with 24 foot clear heights facing Highway 10. The building will include enhanced architectural features such as color variations and raised parapet walls to denote building entrances, as well as glass curtain wall, or similar feature visible from Highway 10.

Appendix B

Map of Development District No. 1 and the District



City of RAMSEY

TIF DISTRICT NO. 16

TAX INCREMENT FINANCING DISTRICT NO. 16

DEVELOPMENT DISTRICT NO. 1

CITY OF RAMSEY

ANOKA COUNTY, MINNESOTA

I:\PSDLLC_PIP\R161113\29\CAD\C3D\preliminary\FIGR 108432 TIF DIST15.dwg 9/19/2017 1:28 PM

PUMA STREET

BUNKER LAKE BOULEVARD

OUTLOT C

OUTLOT B

OUTLOT A

Proposed First Phase of Development

LOT 1, BLOCK 1, BUNKER LAKE
BUSINESS PARK
4.80 ACRES

HORZ. SCALE 0 100 200 FEET

BOLTON & MENK

© Bolton & Menk, Inc. 2017, All Rights Reserved

H:\PSDLLC_PR\R16113129\CAD\C3D\preliminary\108432 parking BSE 4.dwg 5/11/2017 12:11 PM

Appendix C

Description of Property to be Included in the District

The District encompasses approximately 3 acres of the parcel identified below along with adjacent rights-of-way and abutting roadways. A new Property Identification Number for the parcel to be included in the District will be provided prior to certification.

Parcel Numbers	Address	Owner
29-32-25-12-0003	UNASSIGNED	HAGEMAN HOLDINGS LLC

Appendix D

Estimated Cash Flow for the District

EHLERS
LEADERS IN PUBLIC FINANCE

Bunker Lake Industrial Park

City of Ramsey

60,000 sq. ft. Industrial

ASSUMPTIONS AND RATES

DistrictType:	**Economic Development**	
District Name/Number:		
County District #:		
First Year Construction or Inflation on Value	**2017**	
Existing District - Specify No. Years Remaining		
Inflation Rate - Every Year:	**3.00%**	
Interest Rate:	**4.00%**	
Present Value Date:	**1-Aug-18**	
First Period Ending	1-Feb-19	
Tax Year District was Certified:	**Pay 2018**	
Cashflow Assumes First Tax Increment For Development:	2019	
Years of Tax Increment	9	
Assumes Last Year of Tax Increment	2027	
Fiscal Disparities Election [Outside (A), Inside (B), or NA]	**Inside(B)**	
Incremental or Total Fiscal Disparities	**Incremental**	
Fiscal Disparities Contribution Ratio	37.8305%	Pay 2017
Fiscal Disparities Metro-Wide Tax Rate	150.0490%	Pay 2017
Maximum/Frozen Local Tax Rate:	103.404%	Pay 2017
Current Local Tax Rate: (Use lesser of Current or Max.)	103.404%	Pay 2017
State-wide Tax Rate (Comm./Ind. only used for total taxes)	45.8020%	Pay 2017
Market Value Tax Rate (Used for total taxes)	0.21561%	Pay 2017

Tax Rates

Exempt Class Rate (Exempt)		0.00%
Commercial Industrial Preferred Class Rate (C/I Pref.)		
First	$150,000	1.50%
Over	$150,000	2.00%
Commercial Industrial Class Rate (C/I)		2.00%
Rental Housing Class Rate (Rental)		1.25%
Affordable Rental Housing Class Rate (Aff. Rental)		
First	$115,000	0.75%
Over	$115,000	0.25%
Non-Homestead Residential (Non-H Res. 1 Unit)		
First	$500,000	1.00%
Over	$500,000	1.25%
Homestead Residential Class Rate (Hmstd. Res.)		
First	$500,000	1.00%
Over	$500,000	1.25%
Agricultural Non-Homestead		1.00%

BASE VALUE INFORMATION (Original Tax Capacity)

Map #	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Tax Year Original Market Value	Property Tax Class	Current Original Tax Capacity	Class After Conversion	After Conversion Orig. Tax Cap.	Area/ Phase
1	29-32-25-12-0003	Hageman	Unassigned	728,600	0	728,600	12%	87,432	Pay 2018	C/I Pref.	1,311	C/I Pref.	1,311	
				728,600	0	728,600		**87,432**			**1,311**		**1,311**	

Note:

1. **Base values are for pay 2018 based upon review of County website on 4-5-2017. This building is expected to occupy 3 acres. The existing parcel is 24.8 acres according to the County website. Therefore 12% of the value is used for the district**

Bunker Lake Industrial Park

City of Ramsey
60,000 sq. ft. Industrial

PROJECT INFORMATION (Project Tax Capacity)

Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Taxable Market Value	Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2017	Percentage Completed 2018	Percentage Completed 2019	Percentage Completed 2020	First Year Full Taxes Payable
	Industrial	55	55	60,000	3,300,000	C/I Pref.	65,250	1	25%	100%	100%	100%	2020
TOTAL					**3,300,000**		**65,250**						
Subtotal Residential				**0**	**0**		**0**						
Subtotal Commercial/Ind.				**60,000**	**3,300,000**		**65,250**						

Note:

1. Market values are based upon estimates from the county assessor.

TAX CALCULATIONS

New Use	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit
Industrial	**65,250**	**24,684**	**40,566**	**41,946**	**37,039**	**29,886**	**7,115**	**115,986**	**1.93**
TOTAL	**65,250**	**24,684**	**40,566**	**41,946**	**37,039**	**29,886**	**7,115**	**115,986**	

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.
2. If tax increment in received in 2018, then the district will be one year shorter.

WHAT IS EXCLUDED FROM TIF?

Total Property Taxes	**115,986**
less State-wide Taxes	**(29,886)**
less Fiscal Disp. Adj.	**(37,039)**
less Market Value Taxes	**(7,115)**
less Base Value Taxes	**(843)**
Annual Gross TIF	**41,103**

MARKET VALUE BUT / FOR ANALYSIS

Current Market Value - Est.	87,432
New Market Value - Est.	3,300,000
Difference	3,212,568
Present Value of Tax Increment	300,234
Difference	2,912,334
Value likely to occur without Tax Increment is less than:	**2,912,334**

EHLERS
LEADERS IN PUBLIC FINANCE

Bunker Lake Industrial Park
City of Ramsey
60,000 sq. ft. Industrial

TAX INCREMENT CASH FLOW

% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities Incremental	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual Net Tax Increment	Semi-Annual Present Value	PERIOD ENDING Yrs.	Tax Year	Payment Date
							-	-	-	-				02/01/19
100%	16,313	(1,311)	(5,675)	9,326	103.404%	9,644	4,822	(17)	(480)	4,324	4,156	0.5	2019	08/01/19
							4,822	(17)	(480)	4,324	8,231	1	2019	02/01/20
100%	65,250	(1,311)	(24,188)	39,750	103.404%	41,103	20,552	(74)	(2,048)	18,430	25,257	1.5	2020	08/01/20
							20,552	(74)	(2,048)	18,430	41,950	2	2020	02/01/21
100%	67,208	(1,311)	(24,929)	40,967	103.404%	42,362	21,181	(76)	(2,110)	18,994	58,816	2.5	2021	08/01/21
							21,181	(76)	(2,110)	18,994	75,351	3	2021	02/01/22
100%	69,224	(1,311)	(25,692)	42,221	103.404%	43,658	21,829	(79)	(2,175)	19,575	92,059	3.5	2022	08/01/22
							21,829	(79)	(2,175)	19,575	108,439	4	2022	02/01/23
100%	71,300	(1,311)	(26,477)	43,512	103.404%	44,993	22,496	(81)	(2,242)	20,174	124,988	4.5	2023	08/01/23
							22,496	(81)	(2,242)	20,174	141,213	5	2023	02/01/24
100%	73,439	(1,311)	(27,286)	44,842	103.404%	46,368	23,184	(83)	(2,310)	20,790	157,606	5.5	2024	08/01/24
							23,184	(83)	(2,310)	20,790	173,678	6	2024	02/01/25
100%	75,643	(1,311)	(28,120)	46,211	103.404%	47,784	23,892	(86)	(2,381)	21,426	189,916	6.5	2025	08/01/25
							23,892	(86)	(2,381)	21,426	205,836	7	2025	02/01/26
100%	77,912	(1,311)	(28,978)	47,622	103.404%	49,243	24,622	(89)	(2,453)	22,080	221,919	7.5	2026	08/01/26
							24,622	(89)	(2,453)	22,080	237,688	8	2026	02/01/27
100%	80,249	(1,311)	(29,863)	49,075	103.404%	50,746	25,373	(91)	(2,528)	22,753	253,619	8.5	2027	08/01/27
							25,373	(91)	(2,528)	22,753	269,237	9	2027	02/01/28
	Total						**375,901**	**(1,353)**	**(37,455)**	**337,093**				
	Present Value From 08/01/2018			**Present Value Rate**	**4.00%**		**300,234**	**(1,081)**	**(29,915)**	**269,237**				

Appendix E

Minnesota Business Assistance Form
(Minnesota Department of Employment and Economic Development)

A Minnesota Business Assistance Form (MBAF) should be used to report and/or update each calendar year's activity by April 1 of the following year.

Please see the Minnesota Department of Employment and Economic Development (DEED) website at http://www.deed.state.mn.us/Community/subsidies/MBAFForm.htm for information and forms.

Appendix F

Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A) as required pursuant to *M.S., Section 469.175, Subd. 3* are as follows:

1. *Finding that the Tax Increment Financing District No. 16 (PSD Business Park A) is an economic development district as defined in M.S., Section 469.174, Subd. 12.*

   Tax Increment Financing District No. 16 (PSD Business Park A) is a contiguous geographic area within the City's Development District No. 1, delineated in the TIF Plan, for the purpose of financing economic development in the City through the use of tax increment. The District is in the public interest because it will facilitate the construction of an approximately 60,000 square foot industrial facility in the City which will increase employment in the state as well as preserve and enhance the tax base of the state.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in the market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of Tax Increment Financing District No. 16 (PSD Business Park A) permitted by the TIF Plan.*

   The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan is a industrial facility that meets the City's objectives for economic development. The cost of land acquisition, site and public improvements and utilities in conjunction with achievable lease rates in the market, makes development of the facility infeasible without City assistance. The added costs for a proposed internal roadway will lead to a more efficient layout of buildings and maximize the amount of value created on the site. The developer was asked for and provided a letter and a pro forma as justification that the developer would not have gone forward without tax increment assistance.

   The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: The City supported this finding on the grounds that the cost of land acquisition, site and public improvements and utilities, and construction of a high quality building add to the total development cost. The proposed project includes the construction of internal infrastructure on the site to maximize future development potential, further adding to the total cost. The City reasonably determines that no other development of similar scope is anticipated on this site without substantially similar assistance being provided to the development.

   Therefore, the City concludes as follows:

   a. The City's estimate of the amount by which the market value of the entire District will increase without the use of tax increment financing is $0.

   b. If the proposed development occurs, the total increase in market value will be $3,212,568.

c. The present value of tax increments from the District for the maximum duration of the district permitted by the TIF Plan is estimated to be $321,242.

d. Even if some development other than the proposed development were to occur, the Council finds that no alternative would occur that would produce a market value increase greater than $2,891,326 (the amount in clause b less the amount in clause c) without tax increment assistance.

3. *Finding that the TIF Plan for Tax Increment Financing District No. 16 (PSD Business Park A) conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The Planning Commission reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City.

4. *Finding that the Tax Increment Financing Plan for Tax Increment Financing District No. 16 (PSD Business Park A) will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of Development District No. 1 by private enterprise.*

The project to be assisted by the District will result in increased employment in the City and the State of Minnesota, increased tax base of the State, and add a high quality development to the City.

But-For Analysis	
Current Market Value	87,432
New Market Value - Estimate	3,300,000
Difference	3,212,568
Present Value of Tax Increment	300,234
Difference	2,912,334
Value Likely to Occur Without TIF is Less Than:	**2,912,334**

TAX INCREMENT FINANCING (TIF) AGREEMENT

BY AND BETWEEN

CITY OF RAMSEY, MINNESOTA

AND

PSD, LLC

This document drafted by:

BRIGGS AND MORGAN (MLI)
Professional Association
2200 IDS Center
80 South 8th Street
Minneapolis, Minnesota 55402

Table of Contents

Page

ARTICLE I DEFINITIONS 2
Section 1.1. Definitions 2

ARTICLE II REPRESENTATIONS AND WARRANTIES 4
Section 2.1. Representations and Warranties of the City 4
Section 2.2. Representations and Warranties of the Developer 4

ARTICLE III UNDERTAKINGS BY DEVELOPER AND CITY 6
Section 3.1. Site Improvements and Development Property 6
Section 3.2. Limitations on Undertaking of the City 6
Section 3.3. Reimbursement: TIF Note 6
Section 3.4. Business Subsidies Act 7
Section 3.5. Real Property Taxes 8
Section 3.6. Lease of Project 8

ARTICLE IV EVENTS OF DEFAULT 10
Section 4.1. Events of Default Defined 10
Section 4.2. Remedies on Default 10
Section 4.3. No Remedy Exclusive 11
Section 4.4. No Implied Waiver 11
Section 4.5. Agreement to Pay Attorney's Fees and Expenses 11
Section 4.6. Indemnification of City 11

ARTICLE V DEVELOPER'S OPTION TO TERMINATE AGREEMENT 13
Section 5.1. The Developer's Option to Terminate 13
Section 5.2. Action to Terminate 13
Section 5.3. Effect of Termination 13

ARTICLE VI ADDITIONAL PROVISIONS 14
Section 6.1. Restrictions on Use 14
Section 6.2. Conflicts of Interest 14
Section 6.3. Titles of Articles and Sections 14
Section 6.4. Notices and Demands 14
Section 6.5. Counterparts 15
Section 6.6. Law Governing 15
Section 6.7. Expiration 15
Section 6.8. Provisions Surviving Rescission or Expiration 15
Section 6.9. Assignability of Agreement 15

EXHIBIT A Description of Development Property A-1

EXHIBIT B Form of TIF Note B-1

EXHIBIT C Site Improvements C-1

TAX INCREMENT FINANCING (TIF) AGREEMENT

THIS AGREEMENT, made as of the 1st day of July, 2017, by and between the City of Ramsey, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota and PSD, LLC, a Minnesota limited liability company (the "Developer").

WITNESSETH:

WHEREAS, pursuant to Minnesota Statutes, Section 469.124 to 469.133, the City has heretofore established Development District No. 1 (the "Development District") and has adopted a development program therefor (the "Development Program"); and

WHEREAS, pursuant to the provisions of Minnesota Statutes, Section 469.174 through 469.1794, as amended (hereinafter, the "Tax Increment Act"), the City has heretofore established, within the Development District, Tax Increment Financing District No. 16 (PSD Business Park A) (the "Tax Increment District") and has adopted a tax increment financing plan therefor (the "Tax Increment Plan") which provides for the use of tax increment financing in connection with certain development within the Development District; and

WHEREAS, in order to achieve the objectives of the Development Program and particularly to make the land in the Development District available for development by private enterprise in conformance with the Development Program, the City has determined to assist the Developer with the financing of certain costs of a Project (as hereinafter defined) to be constructed within the Tax Increment District as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, the health, safety, morals and welfare of residents of the City, and in accordance with the public purpose and provisions of the applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the requirements of the Business Subsidy Law, Minnesota Statutes, Section 116J.993 through 116J.995, apply to this Agreement; and

WHEREAS, the City has adopted criteria for awarding business subsidies that comply with the Business Subsidy Law, after a public hearing for which notice was published; and

WHEREAS, the Council has approved this Agreement as a subsidy agreement under the Business Subsidy Law;

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement, as the same may be from time to time modified, amended or supplemented;

Business Day means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close;

City means the City of Ramsey, Minnesota, its successors and assigns;

County means Anoka County, Minnesota;

Developer means PSD, LLC, a Minnesota limited liability company, its successors and assigns;

Development District means the real property included in Development District No. 1 heretofore established;

Development Program means the Development Program approved in connection with the Development District;

Development Property means the real property described in Exhibit A attached to this Agreement;

Event of Default means any of the events described in Section 4.1 hereof;

Note Payment Date means August 1, 2019, and each February 1 and August 1 of each year thereafter to and including February 1, 2028; provided, that if any such Note Payment Date should not be a Business Day, the Note Payment Date shall be the next succeeding Business Day;

Prime Rate means the rate of interest from time to time publicly announced by U.S. Bank National Association in St. Paul, Minnesota, as its "prime rate" or "reference rate" or any successor rate, which rate shall change as and when that rate or successor rate changes;

Project means the construction of an approximately 60,000 square foot, high quality, industrial building with 24 foot clear heights facing Highway 10 on the Development Property located in the City. The building shall include enhanced architectural features such as color variations and raised parapet walls to denote building entrances, as well as glass curtain wall accents, or similar feature visible from Highway 10;

Site Improvements means the site improvements undertaken or to be undertaken on the Development Property, more particularly described on Exhibit C attached hereto;

State means the State of Minnesota;

Tax Increments means 90% of the tax increments derived from the Development Property which have been received by the City in accordance with the provisions of Minnesota Statutes, Section 469.177;

Tax Increment Act means Minnesota Statutes, Sections 469.174 through 469.1794, as amended;

Tax Increment District means Tax Increment Financing District No. 16 (PSD Business Park A) located within the Development District, a description of which is set forth in the Tax Increment Financing Plan, which was qualified as an economic development district under the Tax Increment Act;

Tax Increment Financing Plan means the tax increment financing plan approved for the Tax Increment District by the City Council on June 27, 2017, and any future amendments thereto;

TIF Note means the Tax Increment Revenue Note (PSD, LLC Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, the form of which is attached hereto as Exhibit B; and

Unavoidable Delays means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The Tax Increment District is an "economic development district" within the meaning of Minnesota Statutes, Section 469.174, Subdivision 12, and was created, adopted and approved in accordance with the terms of the Tax Increment Act.

(3) The development contemplated by this Agreement is in conformance with the development objectives set forth in the Development Program.

(4) To finance certain costs within the Tax Increment District, the City proposes, subject to the further provisions of this Agreement, to apply Tax Increments to reimburse the Developer for acquisition of the Development Property and a portion of the costs of the construction of certain Site Improvements incurred in connection with the Project as further provided in this Agreement.

(5) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer's purposes or needs.

Section 2.2. Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability company and has the power and authority to enter into this Agreement and to perform its obligations hereunder, and doing so will not violate its articles of organization, member control agreement or operating agreement, or the laws of the State and by proper action has authorized the execution and delivery of this Agreement.

(2) The Developer shall cause the Project to be constructed in accordance with the terms of this Agreement, the Development Program, and all local, state and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The construction of the Project would not be undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(4) The Developer will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner,

all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) The Developer will cooperate fully with the City with respect to any litigation commenced with respect to the Project.

(7) The Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Project.

(8) Construction shall begin by October 1, 2017 and the construction of the Project will be substantially completed by December 31, 2018, subject to Unavoidable Delays.

(9) The Developer acknowledges that Tax Increment projections contained in the Tax Increment Financing Plan are estimates only and the Developer acknowledges that it shall place no reliance on the amount of projected Tax Increments and the sufficiency of such Tax Increments to reimburse the Developer for a portion of the costs of the acquisition of the Development Property and the construction of the Site Improvements as provided in Article III.

ARTICLE III

UNDERTAKINGS BY DEVELOPER AND CITY

Section 3.1. Site Improvements and Development Property. The parties agree that the acquisition of the Development Property and the installation of the Site Improvements are essential to the successful completion of the Project. The costs of the Development Property and the construction of Site Improvements shall be paid by the Developer. The City shall reimburse the Developer for the lesser of $234,000 for the costs of acquisition of the Development Property and the construction of Site Improvements actually incurred and paid by the Developer (the "Reimbursement Amount"), as further provided in Section 3.3 hereof.

Section 3.2. Limitations on Undertaking of the City. Notwithstanding the provisions of Section 3.1, the City shall have no obligation to the Developer under this Agreement to reimburse the Developer for the costs identified in Section 3.1, if the City, at the time or times such payment is to be made, is entitled under Section 4.2 to exercise any of the remedies set forth therein as a result of an Event of Default which has not been cured.

Section 3.3. Reimbursement: TIF Note. The City shall reimburse the payments made by the Developer under Section 3.1 for costs of the acquisition of the Development Property and the construction of Site Improvements through the issuance of the City's TIF Note in substantially the form attached to this Agreement as Exhibit B, subject to the following conditions:

(1) The TIF Note shall be dated, issued and delivered when the Developer shall have demonstrated in writing to the reasonable satisfaction of the City that the construction of the Site Improvements has been completed and that the Developer has incurred and paid the costs of the acquisition of the Development Property and of the construction of Site Improvements, as described in and limited by Section 3.1 and shall have submitted paid invoices for the costs of construction of the Site Improvements and a settlement statement or other evidence of payment of the costs of the Development Property in an amount not less than the Reimbursement Amount.

(2) The unpaid principal of the TIF Note shall bear simple non-compounding interest from the date of issuance of the TIF Note, at 4.75% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely from the Tax Increments.

(4) On each Note Payment Date and subject to the provisions of the TIF Note and Section 3.5, the City shall pay, against the principal and interest outstanding on the TIF Note, any Tax Increments received by the City during the preceding 6 months. All such payments shall be applied first to accrued interest and then to reduce the principal of the TIF Note.

(5) The TIF Note shall be a special and limited obligation of the City and not a general obligation of the City, and only Tax Increments shall be used to pay the principal and interest on the TIF Note. If, on any TIF Note Payment Date, the Tax Increments for the payment of the accrued and unpaid interest on the TIF Note are insufficient for such purposes, the difference shall be carried forward, without interest accruing thereon, and shall be paid if and to the extent

that on a future TIF Note Payment Date there are Tax Increments in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any Note Payment Date or any date thereafter shall be conditioned upon the requirements that: (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement and (B) this Agreement shall not have been rescinded pursuant to Section 4.2.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B. In the event of any conflict between the terms of the TIF Note and the terms of this Section 3.2, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the TIF Note may require in connection therewith, are hereby authorized and approved by the City.

Section 3.4. Business Subsidies Act.

(1) In order to satisfy the provisions of Minnesota Statutes, Sections 116J.993 to 116J.995 (the "Business Subsidies Act"), the Developer acknowledges and agrees that the amount of the "Business Subsidy" granted to the Developer under this Agreement is $234,000 which is the Reimbursement Amount for the acquisition of the Development Property and the installation of the Site Improvements and that the Business Subsidy is needed because the Project is not sufficiently feasible for the Developer to undertake without the Business Subsidy. The Tax Increment District is an economic development district and the public purpose of the Business Subsidy is to encourage the construction of an industrial building facility in the City.

(2) The creation of jobs has been determined not to be a goal of the City for the Project pursuant to Minnesota Statutes, Sections 116J.993 to 116J.995 and the City has held a public hearing and set the wage and job goals at zero.

(3) The Developer shall provide the City with information about the Project as requested by the City so that the City can satisfy the reporting requirements of Minnesota Statutes, Section 116J.994, Subd. 8.

(4) The Developer agrees to continue operations within the City for at least five (5) years after the Benefit Date.

(5) There are no other state or local government agencies providing financial assistance for the Project other than the City.

(6) There is no parent corporation of the Developer.

(7) The Developer certifies that it does not appear on the Minnesota Department of Employment and Economic Development's list of recipients that have failed to meet the terms of a business subsidy agreement.

Section 3.5. Real Property Taxes. Prior to the Termination Date, the Developer shall pay all real property taxes payable with respect to all and any parts of the Development Property

acquired and owned by it until the Developer's obligations have been assumed by any other person pursuant to the provisions of this Agreement.

The Developer agrees that prior to the Termination Date:

(1) It will not seek administrative review or judicial review of the applicability of any tax statute relating to the ad valorem property taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the inapplicability of any such tax statute as a defense in any proceedings with respect to the Development Property, including delinquent tax proceedings; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(2) It will not seek administrative review or judicial review of the constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Project or the Developer or raise the unconstitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings with respect to the Development Property; provided, however, "tax statute" does not include any local ordinance or resolution levying a tax;

(3) It will not seek any tax deferral or abatement, either presently or prospectively authorized under Minnesota Statutes, Section 469.1813, or any other State or federal law, of the ad valorem property taxation of the Development Property between the date of execution of this Agreement and the Termination Date.

(4) It will not seek a reduction in the Market Value (as defined in Minnesota Statutes, Section 273.02) for the tax collection years of 2024 through 2027. In the event that the Developer obtains a reduction in Market Value that results in the City having to make a payment to the County (the "County Payment") for the tax collection years of 2019 through 2024, the Developer agrees that:

(a) If the TIF Note remains outstanding, the next Tax Increments to be paid to the Developer shall be reduced by the County Payment, and

(b) If the TIF Note is no longer outstanding, Developer shall pay the amount of the County Payment to the City within thirty (30) days after written notice from the City as to the amount of the County Payment.

Section 3.6. Lease of Project.

(1) The Developer shall lease the Project to a tenant or tenants who shall operate the Project only for the following purposes:

(a) the manufacturing or production of tangible personal property, including processing resulting in the change in condition of the property;

(b) warehousing, storage, and distribution of tangible personal property, excluding retail sales;

(c) research and development related to the activities listed in (a) or (b);

(d) telemarketing if that activity is the exclusive use of the property;

(e) space necessary for and related to the activities listed in (a) to (d).

(2) Upon execution of a lease of the Project the Developer shall submit to the City evidence that the operation of the Project conforms to (1) above.

ARTICLE IV

EVENTS OF DEFAULT

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(1) Failure by the Developer to timely pay any ad valorem real property taxes, special assessments or other City charges with respect to the Development Property.

(2) Failure of the Developer to observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.

(3) The holder of any mortgage on the Development Property or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents.

(4) If the Developer shall:

(a) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or

(b) make an assignment for the benefit of its creditors; or

(c) admit in writing its inability to pay its debts generally as they become due; or

(d) be adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or a receiver, liquidator or trustee of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within sixty (60) days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2. Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of thirty (30) days' written notice to the Developer, but only if the Event of Default has not been cured within said thirty (30) days:

(1) The City may suspend its performance under this Agreement and the TIF Note until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement.

(2) The City may cancel and rescind the Agreement and the TIF Note.

(3) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6. Indemnification of City.

(1) The Developer (a) releases the City and its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees (collectively, the "Indemnified Parties") from, (b) covenants and agrees that the Indemnified Parties shall not be liable for, and (c) agrees to indemnify and hold harmless the Indemnified Parties against, any claim, cause of action, suit or liability for loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or on the Development Property.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project; provided, that this indemnification shall not apply to the warranties made or obligations undertaken by the City in this Agreement or to any actions undertaken by the City which are not contemplated by this Agreement but shall, in any event and without regard to any fault on the part of the City, apply to any pecuniary loss or penalty (including interest thereon from the date the loss is incurred or penalty is paid by the City at a rate equal to the Prime Rate) as a result of the Developer operating the Project so that the Tax Increment District does not qualify or ceases to qualify as an "economic

development district" under Section 469.174, Subdivision 12, of the Act and Section 469.176, Subdivision 4c. or to violate limitations as to the use of Tax Increments as set forth in Section 469.176, Subdivision 4c.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE V

DEVELOPER'S OPTION TO TERMINATE AGREEMENT

Section 5.1. The Developer's Option to Terminate. This Agreement may be terminated by the Developer, if (i) the Developer is in compliance with all material terms of this Agreement and no Event of Default has occurred; and (ii) the City fails to comply with any material term of this Agreement, and, after written notice by the Developer of such failure, the City has failed to cure such noncompliance within ninety (90) days of receipt of such notice, or, if such noncompliance cannot reasonably be cured by the City within ninety (90) days, of receipt of such notice, the City has not provided assurances, reasonably satisfactory to the Developer, that such noncompliance will be cured as soon as reasonably possible.

Section 5.2. Action to Terminate. Termination of this Agreement pursuant to Section 5.1 must be accomplished by written notification by the Developer to the City within sixty (60) days after the date when such option to terminate may first be exercised. A failure by the Developer to terminate this Agreement within such period constitutes a waiver by the Developer of its rights to terminate this Agreement due to such occurrence or event.

Section 5.3. Effect of Termination. If this Agreement is terminated pursuant to this Article V, this Agreement shall be from such date forward null and void and of no further effect; provided, however, the termination of this Agreement shall not affect the rights of either party to institute any action, claim or demand for damages suffered as a result of breach or default of the terms of this Agreement by the other party, or to recover amounts which had accrued and become due and payable as of the date of such termination. Upon termination of this Agreement pursuant to this Article V, the Developer shall be free to proceed with the Project at its own expense and without regard to the provisions of this Agreement; provided, however, that the City shall have no further obligations to the Developer with respect to reimbursement of the expenses set forth in Section 3.2.

ARTICLE VI

ADDITIONAL PROVISIONS

Section 6.1. Restrictions on Use. Until termination of this Agreement, the Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a facility authorized under Minnesota Statutes, Section 469.176, Subd. 4c and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 6.2. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 6.3. Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 6.4. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

(1) in the case of the Developer is addressed to or delivered personally to:

PSD, LLC
Attention: _____
7533 Sunwood Drive, Suite 220
Ramsey, MN 55303

with a copy to:

(2) in the case of the City is addressed to or delivered personally to the City at:

City of Ramsey, Minnesota
Attention: City Administrator
Ramsey City Hall
7550 Sunwood Drive NW
Ramsey, MN 55303

with a copy to:

Briggs and Morgan, P.A.
Attention: Mary Ippel
2200 IDS Center
80 South 8th Street
Minneapolis, MN 55402

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 6.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 6.6. Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 6.7. Expiration. This Agreement shall expire on the earlier of (i) February 1, 2028, (ii) the date the TIF Note is paid in full or (iii) the date this Agreement is terminated or rescinded in accordance with its terms.

Section 6.8. Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.9. Assignability of Agreement. This Agreement may be assigned only with the consent of the City. The TIF Note may only be assigned pursuant to the terms of the TIF Note.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and on its behalf and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

CITY OF RAMSEY, MINNESOTA

By_____
Its Mayor

By_____
Its City Administrator

This is a signature page to the Tax Increment Financing Agreement by and between the City of Ramsey, Minnesota and PSD, LLC.

PSD, LLC

By _____
Its _____

This is a signature page to the Tax Increment Financing Agreement by and between the City of Ramsey, Minnesota and PSD, LLC.

EXHIBIT A

Description of Development Property

Property located in the City of Ramsey, Anoka County, Minnesota with the following legal description:

EXHIBIT B

Form of TIF Note

No. R-1 $_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
CITY OF RAMSEY

TAX INCREMENT REVENUE NOTE
(PSD, LLC PROJECT)

The City of Ramsey, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to PSD, LLC (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed $234,000 as provided in that certain Tax Increment Financing Agreement, dated as of July 1, 2017, as the same may be amended from time to time (the "TIF Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the simple non-compounded rate of four and three quarters percent (4.75%) per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months.

The amounts due under this Note shall be payable on August 1, 2019, and on each February 1 and August 1 thereafter to and including February 1, 2028, or, if the first should not be a Business Day (as defined in the TIF Agreement), the next succeeding Business Day (the "Payment Dates"). On each Payment Date, subject to the provisions of Section 3.5 the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the sum of the Tax Increments (hereinafter defined) received by the City during the six month period preceding such Payment Date. All payments made by the City under this Note shall first be applied to accrued interest and then to principal.

The Payment Amounts due hereon shall be payable solely from 90% of tax increments (the "Tax Increments") from the Development Property (as defined in the TIF Agreement) within the City's Tax Increment Financing District No. 16 (PSD Business Park A) (the "Tax Increment District") within its Development District No. 1 which are paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1794, as the same may be amended or supplemented from time to time (the "Tax Increment Act"). This Note shall terminate and be of no further force and effect following the last Payment

Date defined above, on any date upon which the City shall have terminated the TIF Agreement under Section 4.2(2) thereof or the Developer shall have terminated the TIF Agreement under Article V thereof, on the date the Tax Increment District is terminated, or on the date that all principal payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increments will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder.

The City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the TIF Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and, further, if pursuant to the occurrence of an Event of Default under the TIF Agreement the City elects to cancel and rescind the TIF Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the TIF Agreement, including without limitation Section 3.2 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increments, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the Tax Increment Act.

This Note may be assigned only with the consent of the City which consent shall not be unreasonably withheld. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, City of Ramsey, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of _____, 20___.

City Administrator

Mayor

DO NOT EXECUTE UNTIL PAID INVOICES FOR LAND ACQUISITION AND SITE IMPROVEMENTS ARE GIVEN TO THE CITY - REFER TO SECTION 3.3(1).

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Note was registered in the name of PSD, LLC, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF REGISTERED OWNER	DATE OF REGISTRATION	SIGNATURE OF CITY ADMINISTRATOR
PSD, LLC 7533 Sunwood Drive, Suite 220 Ramsey, MN 55303		

EXHIBIT C

Site Improvements

Landscaping, including irrigation
Foundations and Footings
Grading/earthwork
Engineering
Survey
Environmental Testing
Soil Borings
Site Preparation
Onsite Utilities
Storm Water/Ponding
Outdoor Lighting
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements
Parking

ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, June 8, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Jim Steffen Member Brian Burandt Member Glen Hardin Member Chris Riley Member Wayne Skaff Member Kristine Williams (arrived at 7:42 a.m.)
Members Absent:	Member Philip Brunt
Also Present:	Patrick Brama, Econ. Dev. Mgr/Assistant City Administrator Tim Gladhill, Community Development Director Kurt Ulrich, City Administrator Brian Pankratz, CBRE Jason Aarsvold, Ehlers and Associates

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:30 a.m.

2. APPROVE AGENDA

Motion by Member Skaff, seconded by Member Hardin, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Burandt, and Riley. Voting No: None. Absent: Members Brunt and Williams.

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated May 25, 2017

Motion by Member Skaff, seconded by Member Hardin, to approve the May 25, 2017, minutes as presented.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Burandt, and Riley. Voting No: None. Absent: Members Brunt and Williams.

4. EDA BUSINESS

4.01: Aeon Purchase Agreement: Multiple Actions

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Member Hardin asked and received confirmation that the parcels were being purchased under separate entities. Staff confirmed that was correct.

Motion by Member Skaff, seconded by Member Hardin, to recommend to City Council to approve the second amendment to the original Purchase Agreement between the City and Aeon, and to approve the second Purchase Agreement with Aeon, for the second phase of their proposed development.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Burandt, and Riley. Voting No: None. Absent: Members Brunt and Williams.

4.02: Sharp and Associates Purchase Agreement

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Chairperson Steffen asked if the geotechnical was discovered as part of the last offer on the property.

Economic Dev. Mgr/Assistant City Administrator Brama explained that the issue was discovered during due diligence and was not part of the shovel ready process during the last offer. He confirmed that the soil test had an impact on the purchase price.

Member Hardin asked if there have been estimates on the soil corrections.

Dennis Sharp stated that there would need to be soil corrections and the site would need to be brought up to grade. He estimated $300,000 to $400,000, depending on what is needed.

Chairperson Steffen asked and received confirmation that there is room for a second building on the site.

Member Riley asked and received confirmation that Mr. Sharp is comfortable with the language staff suggested regarding the building letter of credit.

Economic Dev. Mgr/Assistant City Administrator Brama clarified that the building language is tied to phase one, the first building, and there is nothing tied to the second building. He provided additional information on the process Mr. Sharp follows in developing sites in this manner.

Member Hardin asked if this parcel has not been listed.

Economic Dev. Mgr/Assistant City Administrator Brama stated that this parcel has never been officially listed with CBRE, but staff was directed by the Council to do so in 2016. However, a purchase agreement came forward at that same time, and the property has been tied up since 2016. As a result, it was never officially listed.

Member Hardin stated that he would be opposed to paying a broker fee for a parcel that has never been listed with the broker.

Member Williams arrived.

Brian Pankratz, CBRE, stated that he had been working with developers to find a parcel, and attention was brought to this parcel through that process.

Member Hardin stated that the City has a long relationship with Mr. Sharp and the purchase agreement was drafted with staff, and therefore he would be opposed to paying a broker fee.

Chairperson Steffen asked how Mr. Sharp had discovered this parcel.

Mr. Sharp stated that he was alerted to the parcel through conversations with Economic Dev. Mgr/Assistant City Administrator Brama. He stated that the land is near his other parcels and is a good location for him. He stated that he thought the land was fairly undisturbed prior to the soil testing. He stated that most of his buildings have been speculative, noting that his last one was in 2009. He believed that there is a demand for this smaller space. He explained that when bigger companies come, that tends to draw smaller companies as well and he enjoys working with the smaller companies. He stated that those businesses eventually grow and then he often builds a larger building for them. He confirmed that he builds the shell, and the interior is then built out to match the size and needs of the company.

Member Riley asked for the input of staff on the brokerage commission.

Economic Dev. Mgr/Assistant City Administrator Brama stated that the property was identified as available land and was directed to work with CBRE to market the land. He noted that almost immediately a purchase agreement was brought forward from CBRE with Platinum Properties. He stated that it has been a fluid situation that Mr. Sharp and Platinum Properties were working on together, and it evolved into just Mr. Sharp. He stated that perhaps the EDA's concern has been expressed, and he can have a discussion with CBRE, to find a resolution, prior to the Council review.

Chairperson Steffen noted that in the previous case CBRE brought forth the developer while in this case they did not, although there may have been a tie. He stated that he likes the project and is excited to have another project with Mr. Sharp.

Motion by Chairperson Steffen, seconded by Member Hardin, to recommend to City Council to approve the purchase agreement between the City of Ramsey and Sharp & Associates LLC for 9.33 acres of City owned land, with direction for further discussion regarding the CBRE commission.

Further discussion: Member Hardin stated that he is opposed to the CBRE commission. Economic Dev. Mgr/Assistant City Administrator Brama stated that if there is strong consensus that would be good to know prior to the Council review. He noted that another option would be to reduce the payment to CBRE. City Administrator Ulrich stated that it would be helpful to have input as to whether the EDA is opposed to the full commission or whether a lower commission would be allowed. Member Hardin suggested amending the purchase agreement to remove the commission for CBRE. Members Skaff and Burandt agreed that the commission should not be paid. Member Hardin suggested amending the language in the purchase agreement to remove paragraph 16.

Motion by Chairperson Steffen, seconded by Member Hardin, to amend the motion to recommend to City Council to approve the purchase agreement between the City of Ramsey and Sharp & Associates LLC for 9.33 acres of City owned land, removing paragraph 16.

Further discussion: Member Williams stated that this deal has a structure different from the original purchase agreement. She was concerned that it would be more difficult to obtain funds after the fact rather than refunding the funds. Economic Dev. Mgr/Assistant City Administrator Brama provided additional details on the structures of the purchase agreements. Member Hardin noted that these are two different deals and that is why the structure is different. Economic Dev. Mgr/Assistant City Administrator Brama provided additional information on the letter of credit. Community Development Director Gladhill stated that letters of credit are used frequently and you can draw on them without approval from the developer. He did agree that there is some risk, compared to having straight cash. He noted that every project that goes before the Planning Commission has a letter of credit. He noted that in the mid-2000's there were several times the City had to draw on letters of credit. Mr. Pankratz stated that there is a difference in what Platinum was proposing compared to what Mr. Sharp is proposing. He noted that Platinum was going to build two buildings, while Mr. Sharp is proposing to build the first building and then future buildings as needed to meet client needs. He stated that the additional geotechnical information also changes the deal. Chairperson Steffen asked when Mr. Sharp would begin construction. Mr. Sharp stated that he would like to start construction this year but at the latest, it would be spring 2018.

Motion carried. Voting Yes: Chairperson Steffen, Members Hardin, Burandt, Riley, and Skaff. Voting No: Member Williams. Absent: Member Brunt.

4.03: PSD LLC Business Park: Approve MOU Related to New Internal Public Roadway

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report and reviewed all three requests from PSD, which are split between three cases.

Chairperson Steffen stated that at the last meeting this was discussed and there was one building, but now there are two buildings. He noted that the City cost requested was not changed.

Motion by Member Skaff, seconded by Member Burandt, to recommend to City Council to adopt the Memorandum of Understanding (MOU), authorizing amount not to exceed $250,000

reimbursement to PSD LLC for the construction of a new public roadway located within the City's new business park.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Hardin, Riley, and Williams. Voting No: None. Absent: Member Brunt.

4.04: PSD LLC Business Park: Establish TIF District 16 and Approve TIF Agreement (Building #1)

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report with the previous case.

Jason Aarsvold, Ehlers and Associates, stated that they review the project costs, total development costs, rents that will be charged, and other costs attached, to evaluate that those are in line with the request for assistance. He stated that they are comfortable with the requests, given the nature of the building. He stated that the next step will be to determine the impact to the developer's return on investment, to ensure that it is not outside of the range of seven to nine percent. He noted that providing the assistance will help the developer obtain financing and will not be outside of the typical range of the return on investment.

Matt Kuker, PSD, stated that the first building is always the toughest, and once that is established people will want to come into the business park.

Motion by Member Skaff, seconded by Chairperson Steffen, to recommend to City Council to Adopt Resolution #17-06-131 to Modify Development District 1, Establish TIF District 16, and Adopt a Plan for TIF District 16, subject to changes by the City Attorney; Adopt Resolution #17-06-132 Authorizing Execution of a TIF Agreement, subject to changes by the City Attorney; and Adopt Resolution #17-06-133 Authorizing the Establishment of an Inter Fund Loan for TIF District 16.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Hardin, Riley, and Williams. Voting No: None. Absent: Member Brunt.

4.05: PSD LLC Business Park: Accept Business Subsidy Application & Call for a Public Hearing (Building #2)

Economic Dev. Mgr/Assistant City Administrator Brama presented additional details on the staff report.

Chairperson Steffen noted that it seems a similar request to the last.

Economic Dev. Mgr/Assistant City Administrator Brama stated that the review is not as stringent with this request as this is not TIF.

Member Riley stated that he likes the idea that this is tied to the building.

Mr. Kuker provided additional details on the building and how it could be converted if Adrenalin leaves after their seven-year lease. He noted that the structure itself would be almost identical, with the exception of the dock doors that would not be installed.

Chairperson Steffen asked if TIF is not available because of the recreational use.

Economic Dev. Mgr/Assistant City Administrator Brama confirmed that recreational uses are not available for TIF.

Mr. Kuker noted that the rent would be slightly smaller for this second building because there is a lesser cost to build out the building. He noted that the cost for rent will be higher than the tenant was paying at their current location, but confirmed that the tenant does have leases in place for this site which will be larger than their current location.

Chairperson Steffen noted that the timeline appears very tight.

Mr. Kuker agreed that the timing is very tight as the tenant has leases that start on January 1, 2018. He stated that in essence the tenant is paying rent for 12 months of the year while they will most likely only use the facility six months out of the year, as the soccer will be outdoors in the warmer months. He noted that the tenant will be exploring options for additional activities that could occur during the warmer months. He confirmed that the tenant is currently not in a location, as the site he was previously located in has been closed.

Chairperson Steffen asked if the developer could build the building within the timeline.

Mr. Kuker stated that the closing will occur on June 27th and he has received permission to begin grading.

Community Development Director Gladhill noted that it is a very aggressive schedule and some preapprovals can be given. He noted that the more they deviate from the regular schedule, the more risk that will come. He stated that the process can be sped up, but acknowledged that the developer is willing to take on the risk and liability regarding grading and stormwater. He stated that staff will do what they can to be flexible.

Mr. Kuker acknowledged that there is risk in expediting the timelines, and that risk would fall on him as developer. He stated that Adrenalin would bring in additional traffic to The COR. He noted that if there are additional costs that arise from speeding this process up, those costs could be split up between the future pads that will be sold.

Member Williams asked if that sensitivity would be part of the business subsidy analysis.

Economic Dev. Mgr/Assistant City Administrator Brama confirmed that would be included in the review.

Chairperson Steffen stated that he loves the project and the signage.

Member Williams stated that she has experience as a parent of a child that went to Adrenalin Sports, and once this is open she will go to Acapulco rather than stay at Adrenalin. She believes that many other parents will do the same and frequent businesses in The COR.

Motion by Member Williams, seconded by Member Hardin, to recommend to City Council to accept a business subsidy application from PDS LLC and call for a public hearing on July 25, 2017.

Motion carried. Voting Yes: Chairperson Steffen, Members Williams, Hardin, Burandt, Riley, and Skaff. Voting No: None. Absent: Member Brunt.

4.06: CBRE Update

Mr. Pankratz provided the first quarter statistics metro wide, noting that net absorption for office and retail are negative. He stated that the retail world is changing as many retailers continue to close their doors and follow the virtual trend. He stated that the trend is now on food and fitness. He stated that traffic patterns take time to change and people are now utilizing the Armstrong interchange more often. He stated that the residential market is booming. He stated that Ramsey is in between two retail nodes and with large stores closing in Riverdale, retailers will most likely backfill in that location. He noted that the additional homes being built in Ramsey will help to attract businesses. He stated that the restrictive covenant is no longer in force, which is good for additional food locations that may want to come. He stated that the additional industrial and PSD projects will bring in additional traffic and could attract more business. He stated that they continue to see interest from medical office tenants. He provided an update on marketing. He noted that he has been pushing Ramsey for quick food users and hard goods and has heard that Ramsey is on their growth plans. He noted that he has also reached out to gas stations in attempt to bring a tenant to Armstrong as traffic patterns push more vehicles on that route. He reviewed the marketing suggestions and next steps.

4.07: Review Architectural Design for Stonebrook Academy (Project #17-101); Case of Michael and Kristen Johnson

Community Development Director Gladhill presented the staff report.

Chairperson Steffen asked for details on the materials for the Sunwood side of the building.

Community Development Director Gladhill provided details on the proposed materials.

Member Williams stated that it appears that no landscaping is proposed for the west side. She asked if the windows are all real.

Community Development Director Gladhill confirmed the lack of landscaping for the west, noting that it would allow for future development on the adjacent parcel and meets the requirements of The COR. He stated that it is his understanding that they would be real windows, although they may be shaded.

Member Williams asked for the location of the two out parcels on the plat.

Community Development Director Gladhill noted that the case references the remnant parcels that are not used for the daycare center, to the west and the east.

Member Williams stated that it appears there is not a door on the Sunwood side.

Community Development Director Gladhill noted that the existing plan is silent on whether a door is needed on Sunwood. He stated that the main entrance is not on Sunwood and the daycare center has concern with having even a security door that would allow children to leave the building to the Sunwood side.

Chairperson Steffen stated that he generally supports the plan and noted that the applicant has come a long way from the first rendition. He confirmed the consensus of the EDA.

5. MEMBER / STAFF UPDATE

The EDA reviewed the Staff Update.

City Administrator Ulrich provided an update on McDonald's. He noted that both USBank and Coborn's have installed their taller signs.

6. ADJOURNMENT

Motion by Chairperson Steffen, seconded by Member Riley, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members Riley, Burandt, Brunt, Hardin, Skaff, and Williams. Voting No: None. Absent: None.

The regular meeting of the Economic Development Authority adjourned at 9:02 a.m.

Respectfully submitted,

_____

Kurtis G. Ulrich
City Administrator

ATTEST:

_____

Patrick Brama
Econ. Dev. Mgr/Assistant City Administrator

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **7. 1.**

Meeting Date: 06/27/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

PSD LLC Business Park: Approve MOU Related to New Internal Public Roadway

Purpose/Background:

Note: This case is 2 of 3 cases related to the new PSD business park.

PURPOSE

Consider approving the attached Memorandum of Understanding (MOU). The attached MOU indicates the City of Ramsey is willing to fund a not-to-exceed $250,000 for the first phase of required public roadway located within the new PSD business park. The City would utilize the EDA Fund, ACHRA Fund, and/or TIF District #1 Funds for this project.

BACKGROUND

Attached to this case is background information on the proposed PSD Business Park (basic background, maps, and visual renderings). Also attached is a breakdown of the assistance requests made by PSD to the City. Lastly, attached is a QA Log on the City's policy for cost-sharing public infrastructure.

The EDA and City Council generally reviewed this request in April. At the time, both the EDA and City Council appeared to be generally open to further considering this request.

Notification:

Observations/Alternatives:

Per the attached MOU (appendix)--the proposed internal public roadway will be about 1,200' lineal feet. The entire 1,200' roadway section shown will be constructed by PSD in 2017. PSD is requesting reimbursement from the City for 500' of the internal public roadway (or about 42% of the total lineal feet).

Per the attached Infrastructure Policy QA Log--staff believes this request is reasonable, and falls within the City's past practice/ policy positions. In summary, in the past, the City typically has paid for all (100%) or a portion (60%) of public infrastructure located within industrial parks/ commercial areas.

Staff discussed this request with the City's financial consultant firm, Ehlers. Both staff and Ehlers do not believe this request should be processed as a formal business subsidy request. This request should be considered a stand alone infrastructure negotiation process (which is common for new green-field projects, especially for commercial/ industrial projects). As a result, this request has not been formally underwritten and staff has not requested a pro-forma from the developer.

Funding Source:

EDA Fund, ACHRA Fund, and/or TIF 1. If the project continues to move forward, staff will need to formalize this item.

Recommendation:

STAFF

Please see observations section. The construction of this roadway puts PSD in a position to complete their first two buildings (see next two cases on this agenda). They hope to complete both buildings over the winter of 2017/2018. Additionally, this roadway will put PSD in position to provide pad ready sites for multiple future users--which is a competitive advantage for Ramsey. Lastly, the first 500' of this roadway will be separated by a median, will include tree plantings, signage, and will look both professional and inviting--thus, setting the tone for the new business park. In summary, this public infrastructure project will help kick-off the new PSD business park, and it will set-up Ramsey for economic development success into the future.

EDA

The EDA reviewed this case on June 8. Little discussion occurred. The EDA was generally supportive of staff's recommendation. The EDA felt this case was generally consistent with previous discussion/ action by the EDA and City Council (April). By consensus, the EDA passed a motion to approve the attached MOU. Attached to this case are draft EDA minutes.

Action:

Motion to:

Adopt the attached Memorandum of Understanding (MOU); authorizing a not-to-exceed $250,000 reimbursement to PSD LLC for the construction of a new public roadway located within the City's new business park.

Attachments

MOU

Background Maps and Renderings

Assistance Requests

Infrastructure QA

EDA Minutes

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:08 AM
Form Started By: Patrick Brama		Started On: 06/06/2017 11:10 AM
Final Approval Date: 06/22/2017		

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the **City of Ramsey**, a Minnesota municipal corporation, ("City") and **PSD, LLC**., a Minnesota limited liability company ("PSD").

WHEREAS, over 300-acres of green-field land is available for development located northwest of the U.S. Highway 10 and Armstrong Boulevard interchange in the City (the "Armstrong-West Developable Area"); and

WHEREAS, the City has an interest in pursuing the development of a new business park in the Armstrong-West Developable Area totaling 131.52 acres in gross size, located on three parcels currently owned by Hageman Holdings, LLC (PIDs: 20-32-25-34-0004, 29-32-25-21-0003, and 29-32-25-12-0003). A new business park can benefit the City by creating well-paying jobs, increasing tax-base, and increasing local consumer spending; and

WHEREAS, PSD is under contract to purchase 45.1 acres of the land currently owned by Hageman Holdings LLC., in the Armstrong-West Developable Area. PSD intends to develop a business park with roughly 7-buidlings totaling approximately 420,000 square feet, located on two parcels (PIDs: 29-32-25-12-0003 and 29-32-25-21-0003); and

WHEREAS, the development of the PSD business park will require various mass site improvements, with an estimated total cost of $4.24M, including a new 500' internal public roadway, with an estimated cost of $227,000; and

WHEREAS, in order for PSD to move forward with their development interests, a mutual understanding of how the public road will be designed, constructed, and paid for is needed; and

WHEREAS, PSD has requested that the City fund the 500' internal public roadway that will serve their business park. This roadway is described in Appendices A & B: Bolton & Menk Engineer's Estimate, as Option 2, Phase 1: 40' roadway with an 8' center median, and two 16' travel lanes (12' plus 2' curb reaction distance), with concrete curb and gutter.

NOW THEREFORE, the parties agree in principle to the following:

1) The City will reimburse PSD up to $250,000 for the design and construction of the proposed 500' internal public roadway.

2) Payment shall occur within 30 days after final completion of the new 500' internal public roadway, subject to final inspection and approval by the City Engineer.

3) The City will consider the EDA Fund, the Anoka County HRA/ EDA Ramsey Account, and TIF #1 as the potential funding sources for this project.

4) PSD shall be responsible for designing and constructing the new 500' internal public roadway.

5) The new 500' internal public roadway must comply with all City design standards and City ordinances.

6) The Ramsey City Engineer must provide PSD written approval of all plans and specifications for the new 500' internal public roadway before the project is bid.

This MOU merely sets forth some of the more significant terms and conditions of the subject matter and is not binding on either party.

THE CITY: City of Ramsey, Minnesota, a Minnesota Municipal Corporation

By: _____ Dated _____, 2017
Sarah Strommen, Mayor

By:_____
Kurt Ulrich, City Administrator

PSD LLC., a Minnesota limited liability company

By: _____ Dated _____, 2017
Pamela Deal, Chief Manager

By: _____ Dated _____, 2017
Matt Kuker, Project Manager

Appendix A

PRELIMINARY ENGINEER'S ESTIMATE

RAMSEY BUSINESS PARK - EAST PARCEL COLLECTOR ROADWAYS
PSD, LLC
BMI PROJECT NO. R16.113129

3/2/2017

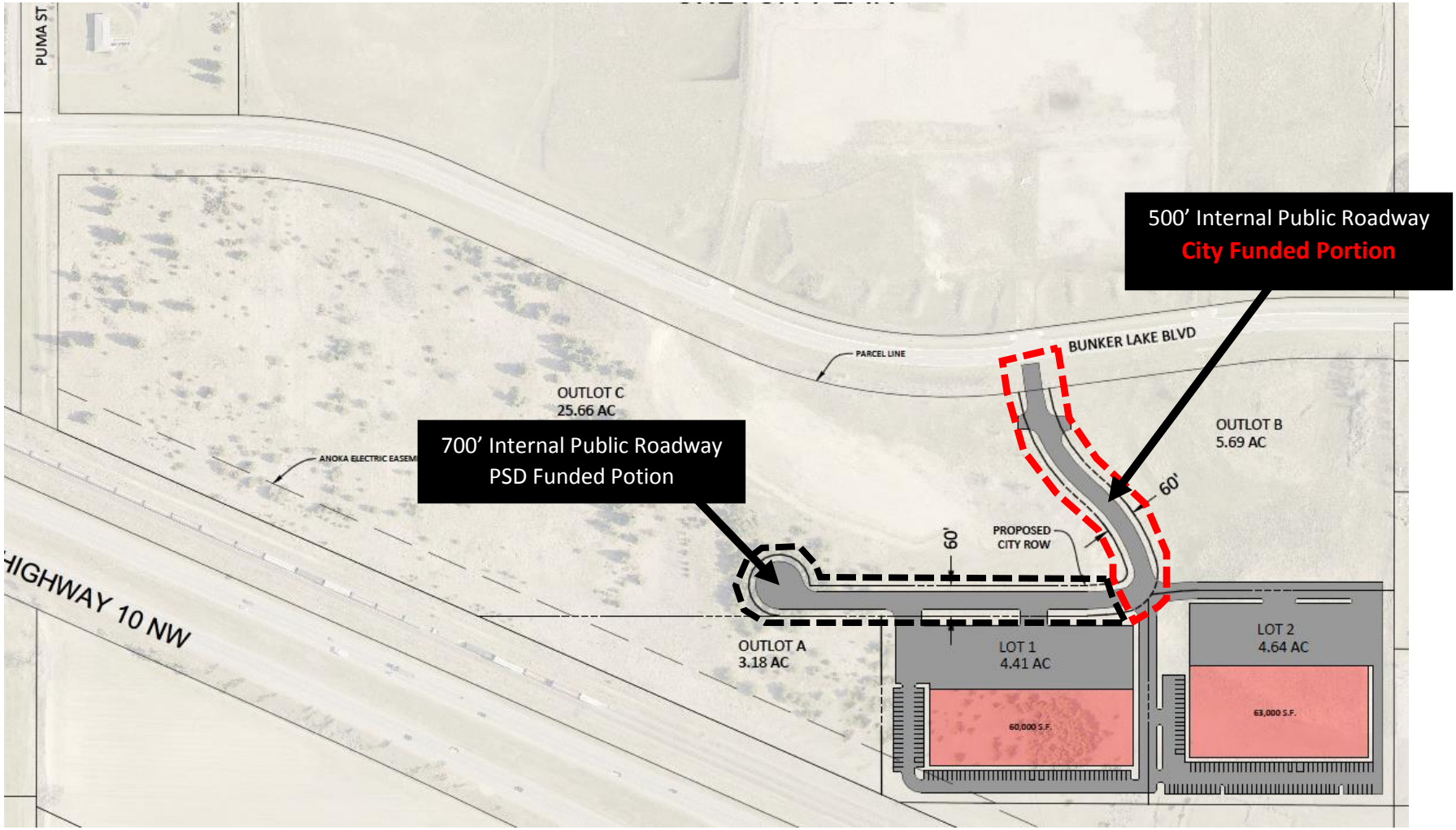
ITEM NO.	ITEM	UNIT	UNIT PRICE	ENGINEERS ESTIMATE OPTION 1 (TWO LANE ROADWAY)				ENGINEERS ESTIMATE OPTION 2 (TWO LANE ROADWAY W/ CENTER MEDIAN)			
				PHASE 1 QUANTITY	PHASE 1 TOTAL	PHASE 2 QUANTITY	PHASE 2 TOTAL	PHASE 1 QUANTITY	PHASE 1 TOTAL	PHASE 2 QUANTITY	PHASE 2 TOTAL
1	MOBILIZATION	LUMP SUM	$20,000.00	1	$20,000.00	1	$20,000.00	1	$20,000.00	1	$20,000.00
2	COMMON EXCAVATION (EV)	CU YD	$6.00	1,300	$7,800.00	1,400	$8,400.00	1,525	$9,150.00	1,800	$10,800.00
3	AGGREGATE BASE CLASS 5 (10")	TON	$24.00	1,450	$34,800.00	1,650	$39,600.00	1,825	$43,800.00	2,050	$49,200.00
4	TYPE SP 9.5 WEARING COURSE (1.5")	TON	$85.00	210	$17,850.00	225	$19,125.00	250	$21,250.00	205	$17,425.00
5	TYPE SP 12.5 NON WEARING COURSE (3.5")	TON	$75.00	500	$37,500.00	525	$39,375.00	590	$44,250.00	475	$35,625.00
6	STORM SEWER PIPE	LIN FT	$45.00	350	$15,750.00	650	$29,250.00	375	$16,875.00	675	$30,375.00
7	RC PIPE APRON	EACH	$1,500.00	2	$3,000.00	1	$1,500.00	2	$3,000.00	1	$1,500.00
8	STORM SEWER MH / CB	EACH	$2,500.00	4	$10,000.00	4	$10,000.00	4	$10,000.00	4	$10,000.00
9	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	$13.00	1,120	$14,560.00	1,650	$21,450.00	1,675	$21,775.00	3,150	$40,950.00
10	TRAFFIC CONTROL	LUMP SUM	$2,500.00	1	$2,500.00	1	$2,500.00	1	$2,500.00	1	$2,500.00
11	PREMIUM TOPSOIL BORROW	CU YD	$30.00	120	$3,600.00	150	$4,500.00	120	$3,600.00	150	$4,500.00
12	STORM DRAIN INLET PROTECTION	EACH	$500.00	5	$2,500.00	5	$2,500.00	5	$2,500.00	5	$2,500.00
13	STABILIZED CONSTRUCTION EXIT	LUMP SUM	$1,500.00	1	$1,500.00	1	$1,500.00	1	$1,500.00	1	$1,500.00
14	SEDIMENT CONTROL LOG	LIN FT	$10.00	100	$1,000.00	100	$1,000.00	100	$1,000.00	100	$1,000.00
15	HYDRAULIC BFM, SEED MIX 25-121, FERTILIZER TYPE 3	SQ YD	$1.50	3,300	$4,950.00	3,500	$5,250.00	3,300	$4,950.00	3,500	$5,250.00
			ESTIMATED CONSTRUCTION COST		$177,310.00		$205,950.00		$206,150.00		$233,125.00
			CONSTRUCTION CONTINGENCY (10%)		$17,731.00		$20,595.00		$20,615.00		$23,312.50
			TOTAL ESTIMATED CONSTRUCTION COST		$195,041.00		$226,545.00		$226,765.00		$256,437.50
						OPTION 1 TOTAL	$421,586.00			OPTION 2 TOTAL	$483,202.50

OPTION 1: 32 FT ROADWAY F-F, (14' LANE 2' CURB REACTION DISTANCE), B618 CURB AND GUTTER
OPTION 2: 40 FT ROADWAY F-F, 8 FT CENTERLINE MEDIAN, 16 FT F-F TRAVEL LANES (12' TRAVEL LANE, 2' CURB REACTION DISTANCE), B618 CURB AND GUTTER

PHASE 1: BUNKER LAKE BLVD TO INTERIOR INTERSECTION
PHASE 2: INTERIOR INTERSECTION TO WEST PARCEL LINE

Appendix B

Reference Map

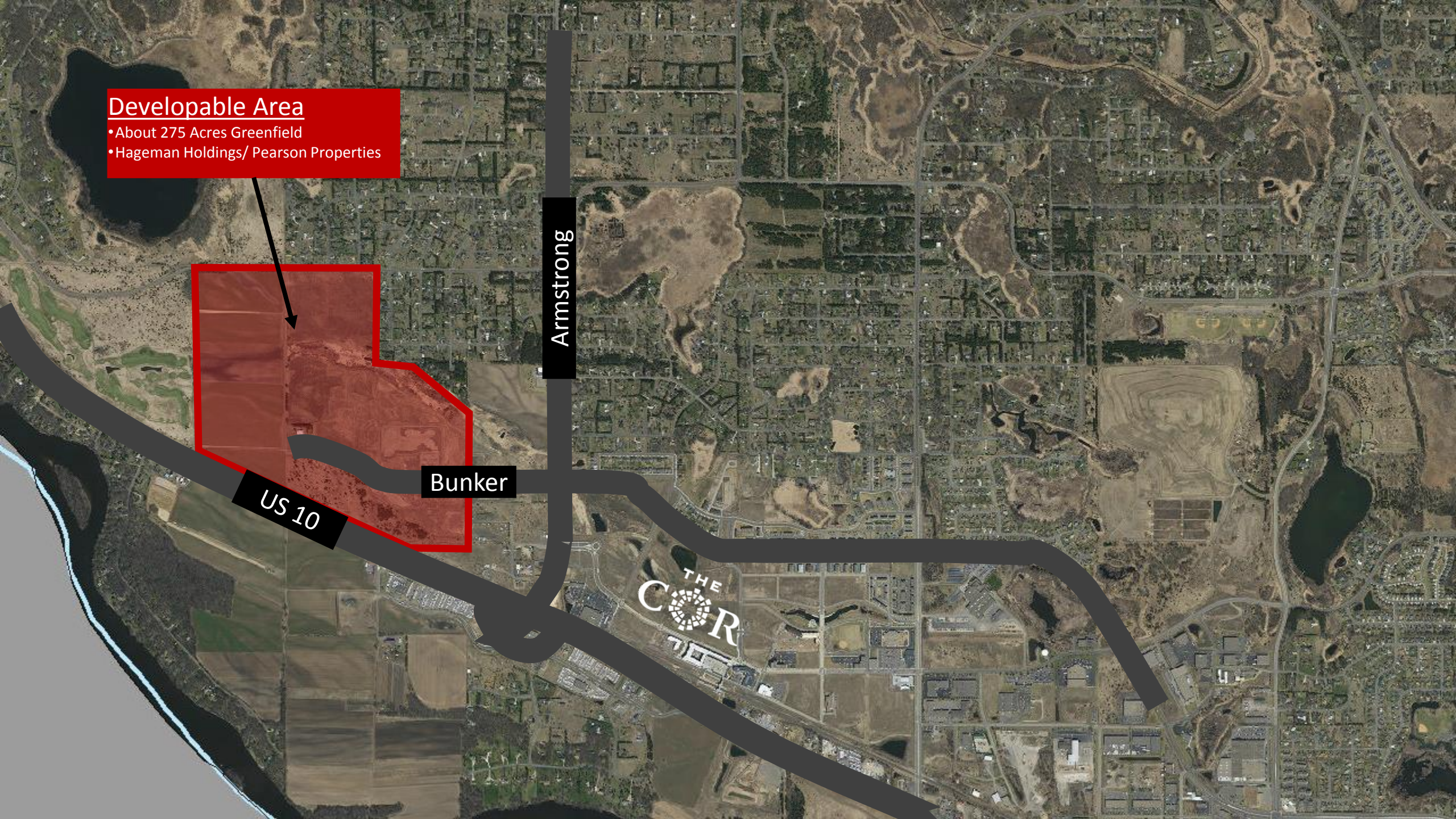


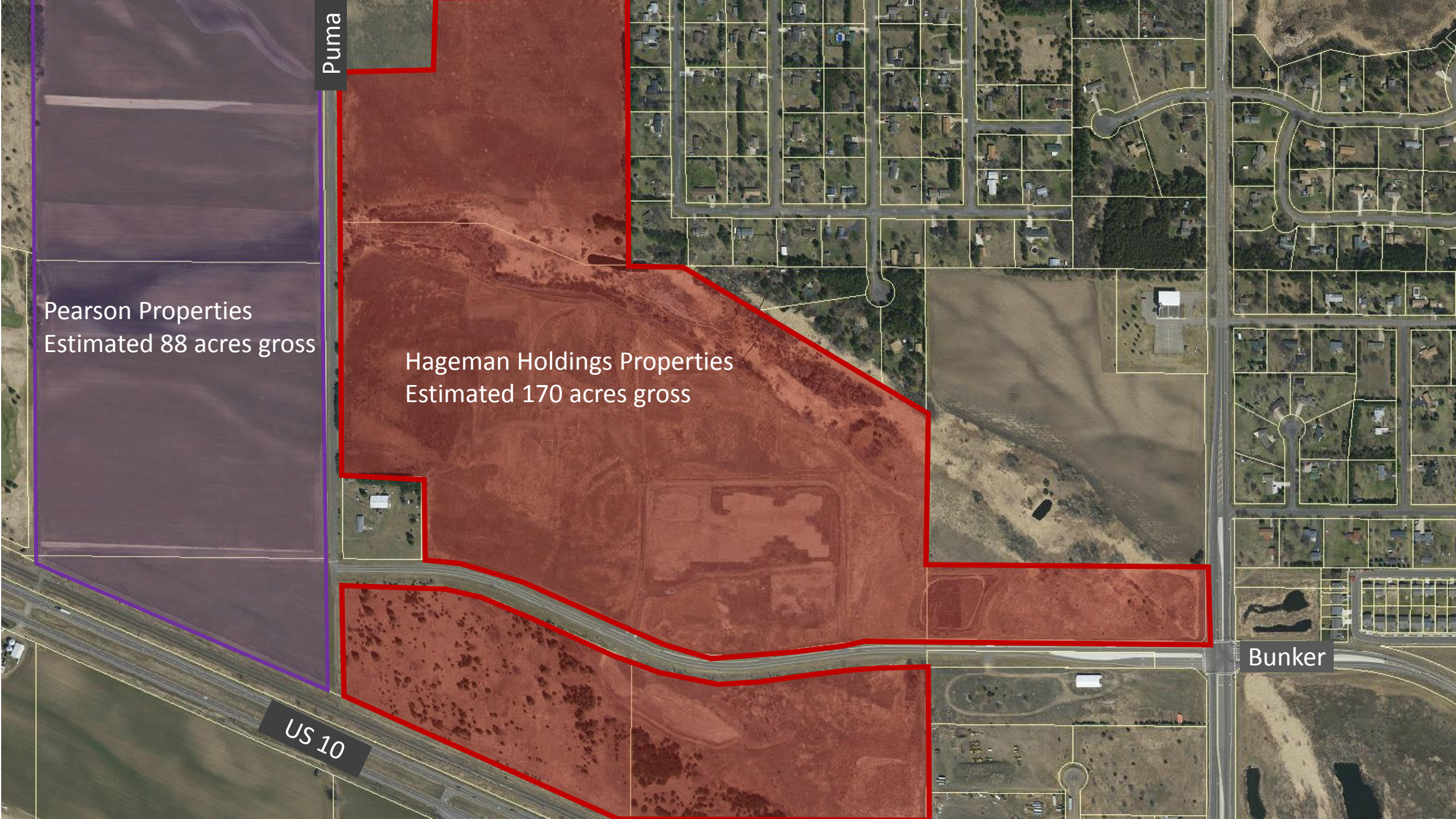
PSD LLC

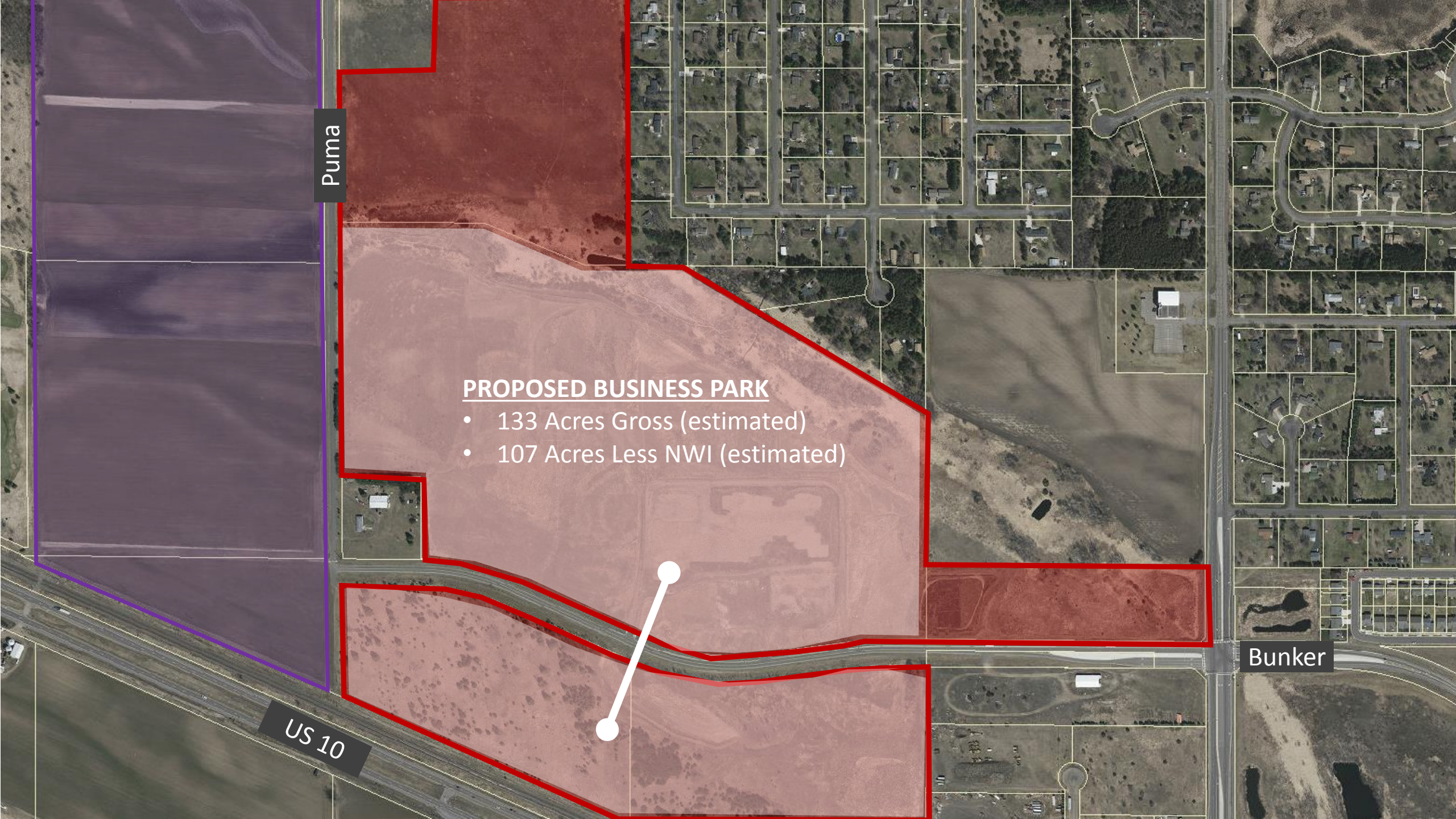
Business Park Proposal

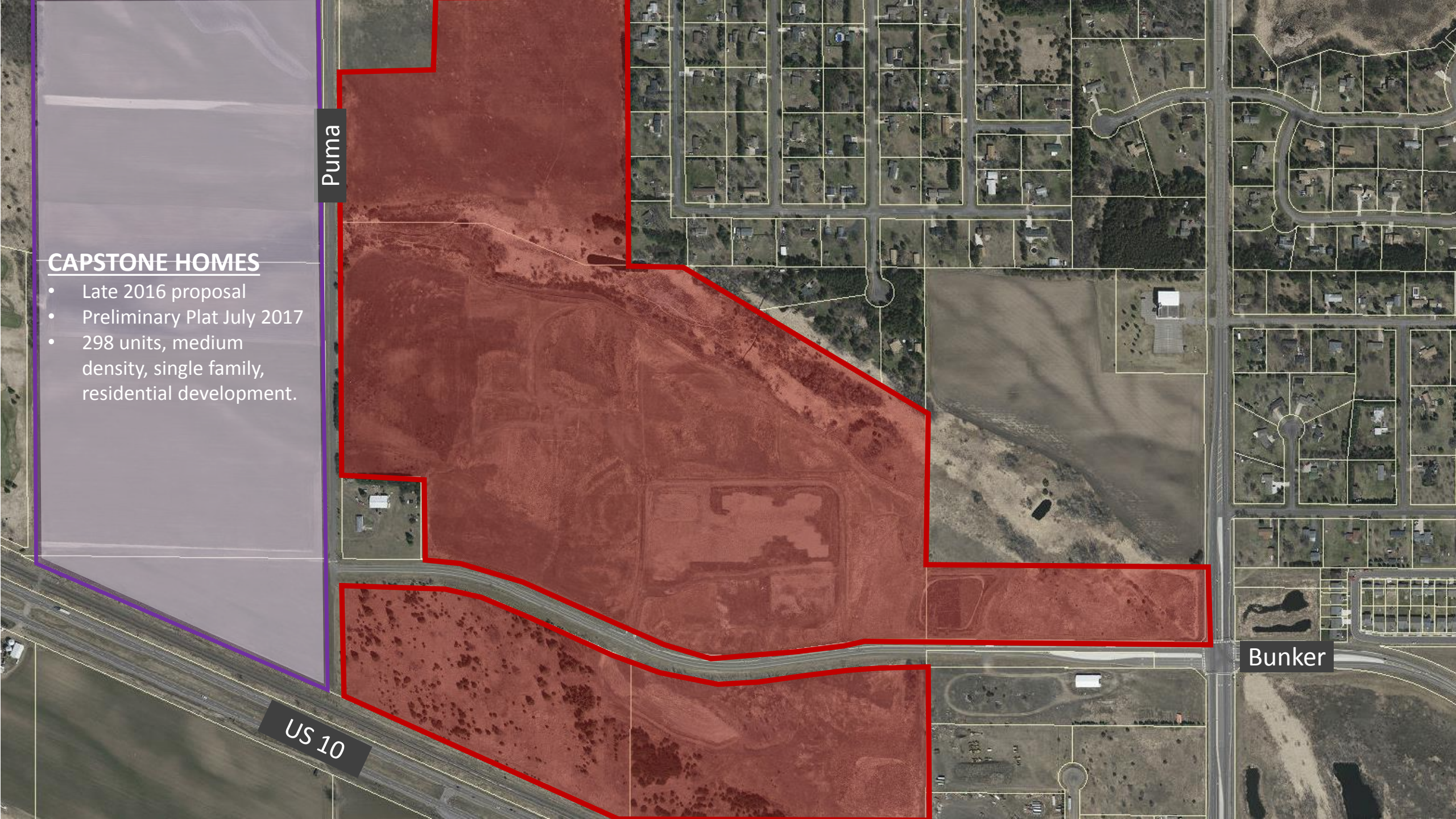
Background, Maps, and Renderings




Developable Area
•About 275 Acres Greenfield
•Hageman Holdings/ Pearson Properties
Armstrong
Bunker
US 10
THE COR


Puma
Pearson Properties
Estimated 88 acres gross
Hageman Holdings Properties
Estimated 170 acres gross
US 10
Bunker


Puma
PROPOSED BUSINESS PARK
• 133 Acres Gross (estimated)
• 107 Acres Less NWI (estimated)
Bunker
US 10

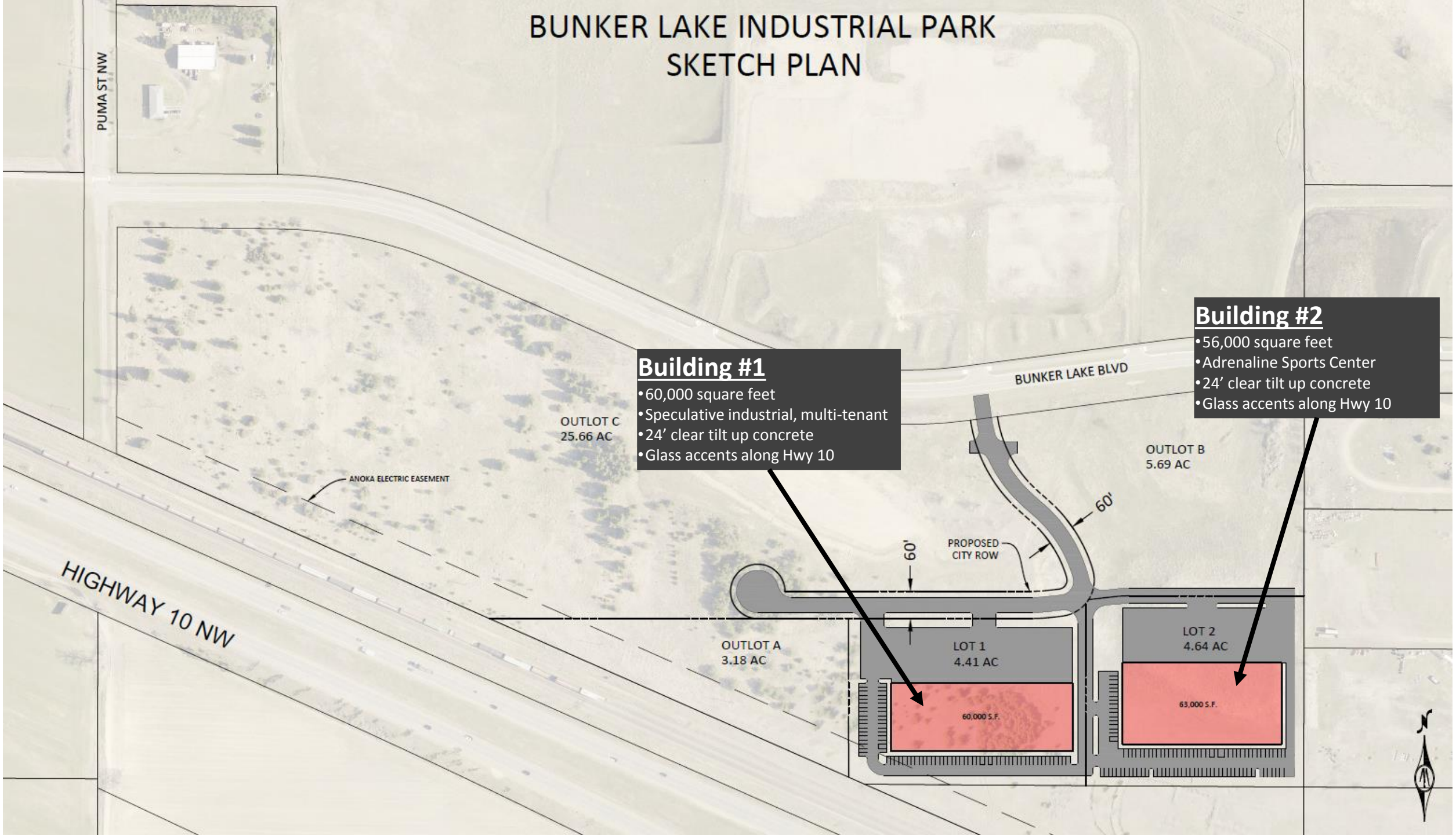


CAPSTONE HOMES

- Late 2016 proposal
- Preliminary Plat July 2017
- 298 units, medium density, single family, residential development.


Capstone
US 10
Bunker
PSD LLC Proposal
•Purchase 45 acres of the business park
•Everything south of Bunker
•7 buildings shown in master plan

BUNKER LAKE INDUSTRIAL PARK
SKETCH PLAN



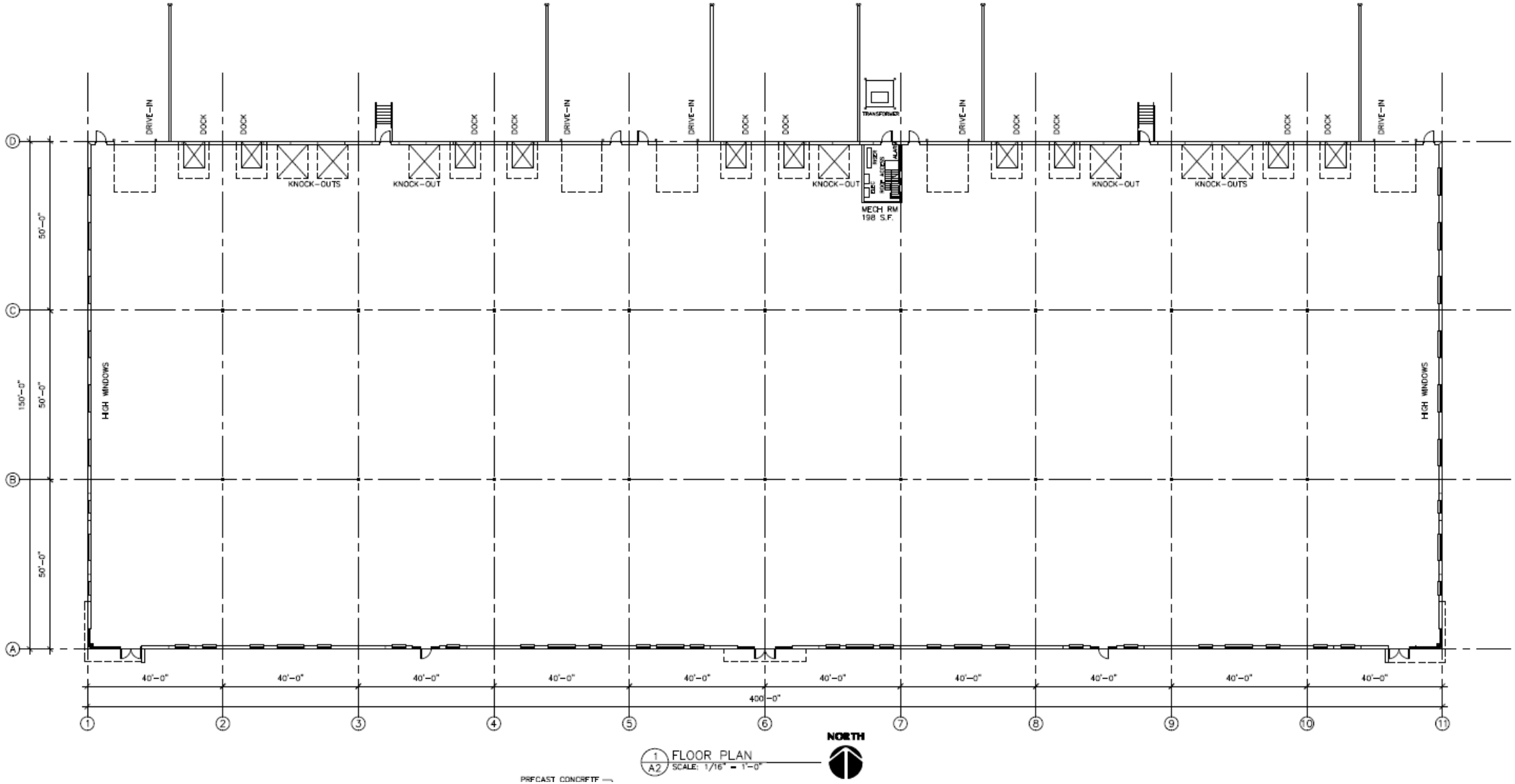
Building #1
- 60,000 square feet
- Speculative industrial, multi-tenant
- 24’ clear tilt up concrete
- Glass accents along Hwy 10

Building #2
- 56,000 square feet
- Adrenaline Sports Center
- 24’ clear tilt up concrete
- Glass accents along Hwy 10

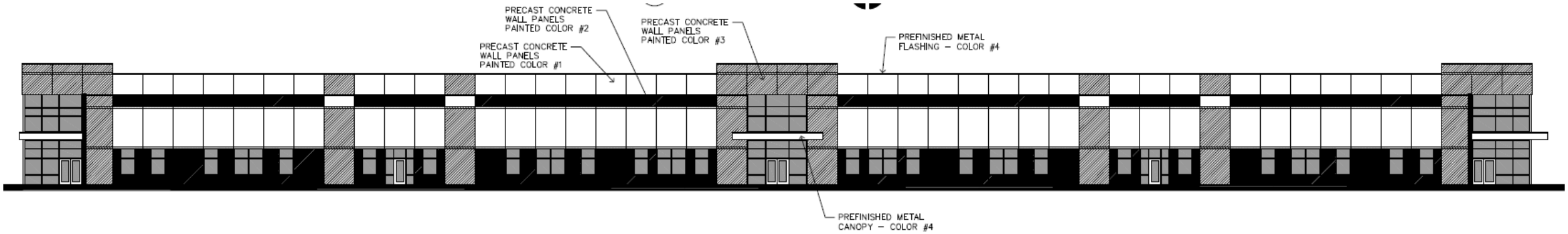
Example Renderings and Building Layout (draft)

Building A

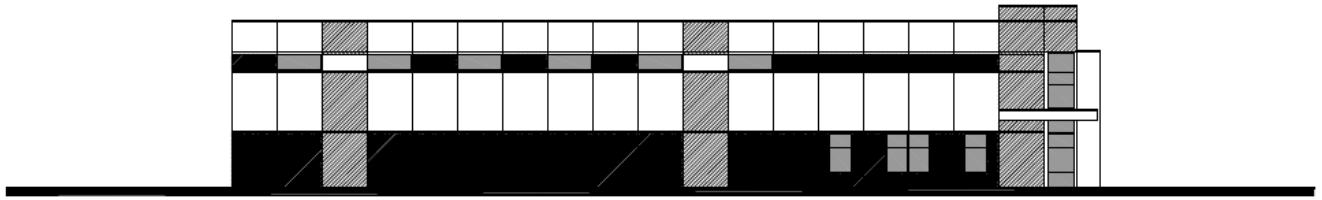
Building A


DRIVE-IN
DOCK
KNOCK-OUTS
KNOCK-OUT
TRANSFORMER
MECH RM
198 S.F.
HIGH WINDOWS
50'-0"
150'-0"
40'-0"
400'-0"
NORTH
1
FLOOR PLAN
A2
SCALE: 1/16" = 1'-0"
PRECAST CONCRETE

Building A



2 / A2 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

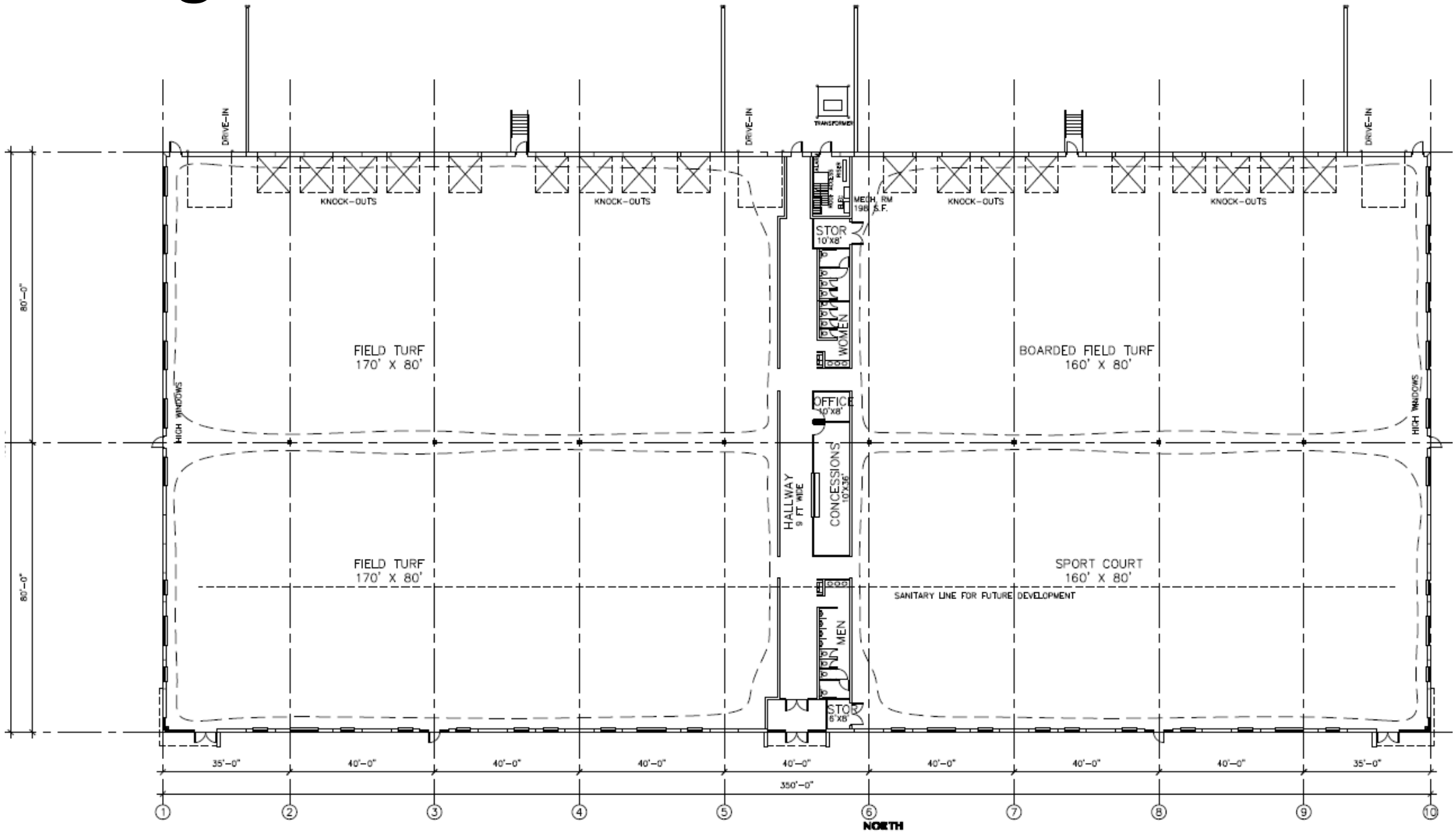


3 / A2 WEST ELEVATION
SCALE: 1/16" = 1'-0"

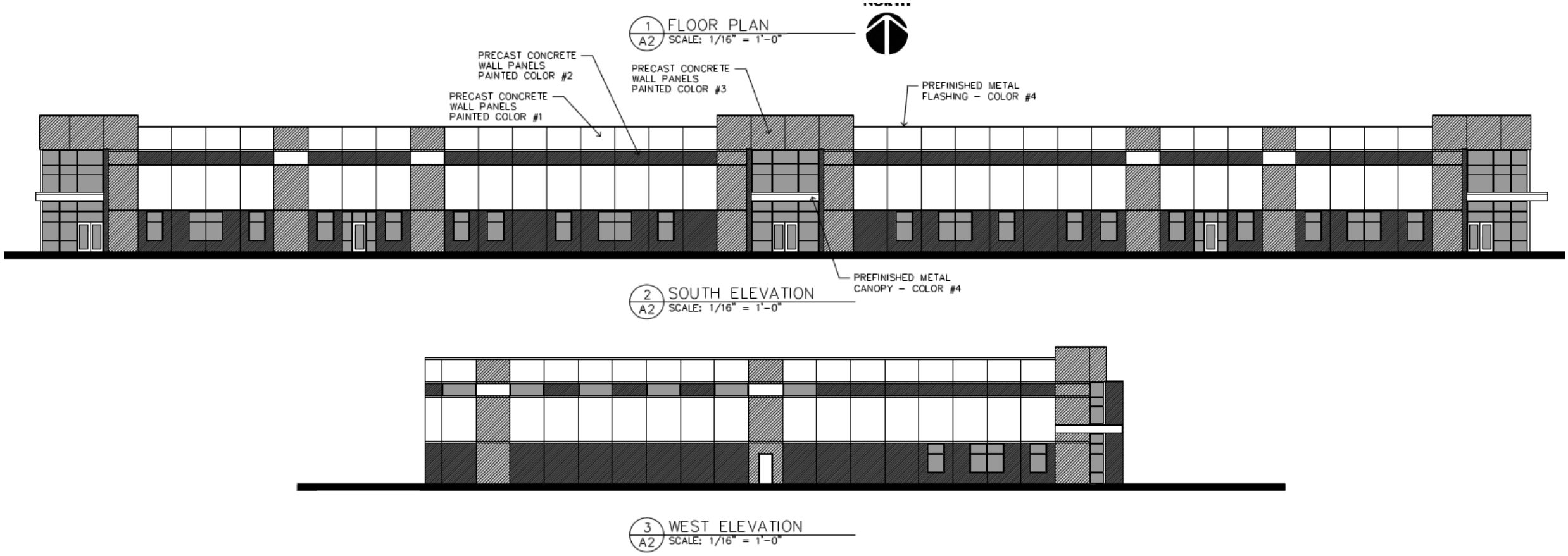
Example Renderings and Building Layout (draft)

Building B

Building B


DRIVE-IN
DRIVE-IN
DRIVE-IN
TRANSFORMER
KNOCK-OUTS
KNOCK-OUTS
KNOCK-OUTS
KNOCK-OUTS
MECH. RM
198 S.F.
STOR
10'X8'
WOMEN
OFFICE
10'X8'
CONCESSIONS
10'X36'
HALLWAY
9 FT WIDE
MEN
STOR
8'X8'
FIELD TURF
170' X 80'
FIELD TURF
170' X 80'
BOARDED FIELD TURF
160' X 80'
SPORT COURT
160' X 80'
SANITARY LINE FOR FUTURE DEVELOPMENT
HIGH WINDOWS
HIGH WINDOWS
80'-0"
80'-0"
35'-0"
40'-0"
40'-0"
40'-0"
40'-0"
40'-0"
40'-0"
40'-0"
35'-0"
350'-0"
1
2
3
4
5
6
7
8
9
10
NORTH

Building B


1 A2 FLOOR PLAN
SCALE: 1/16" = 1'-0"
PRECAST CONCRETE WALL PANELS PAINTED COLOR #2
PRECAST CONCRETE WALL PANELS PAINTED COLOR #3
PREFINISHED METAL FLASHING – COLOR #4
PRECAST CONCRETE WALL PANELS PAINTED COLOR #1
PREFINISHED METAL CANOPY – COLOR #4
2 A2 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"
3 A2 WEST ELEVATION
SCALE: 1/16" = 1'-0"

PSD LLC

Business Park Proposal

Requests for City Assistance



PSD Projects Summary

(Project A) Mass Site Preparation Improvements

Details: $3.45M acquisition, $90K move berm, $100K mass grading, $200K regional pond, $50K grubbing and debris clean up, $250K internal public road phase 1, $250K internal public road phase 2, $100K signage.

Sub Total: $4.49M

(Project B) Industrial Building #1, 60K SF, Speculative

Sub Total $5.4M (cost includes site work, building construction, and all soft costs)

(Project C) Industrial Building #2, 56K SF, Adrenaline Sports Center

Sub Total $5.0M (cost includes site work, building construction, and all soft costs)

City Assistance Requests

Details

City Assistance Request: A

(A) Mass Site Preparation Improvements, Sub Total: $4.49M

Assistance Request: City pay for 1st phase of public roadway
Assistance Amount: 250K (5.5%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

(B) Industrial Building #1, 60K SF, Speculative, Sub Total: $5.4M

Assistance Request: City provide 9-year ED TIF District
Assistance Amount: 234K PV (4.3%)
Funding Source: new ED TIF District #16, pay-go only, PSD paid $10K fee

(C) Industrial Building #2, 56K SF, Adrenaline Sports Center, Sub Total: $5.0M

Assistance Request: City provide 200K incentive
Assistance Amount: 200K (4.0%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

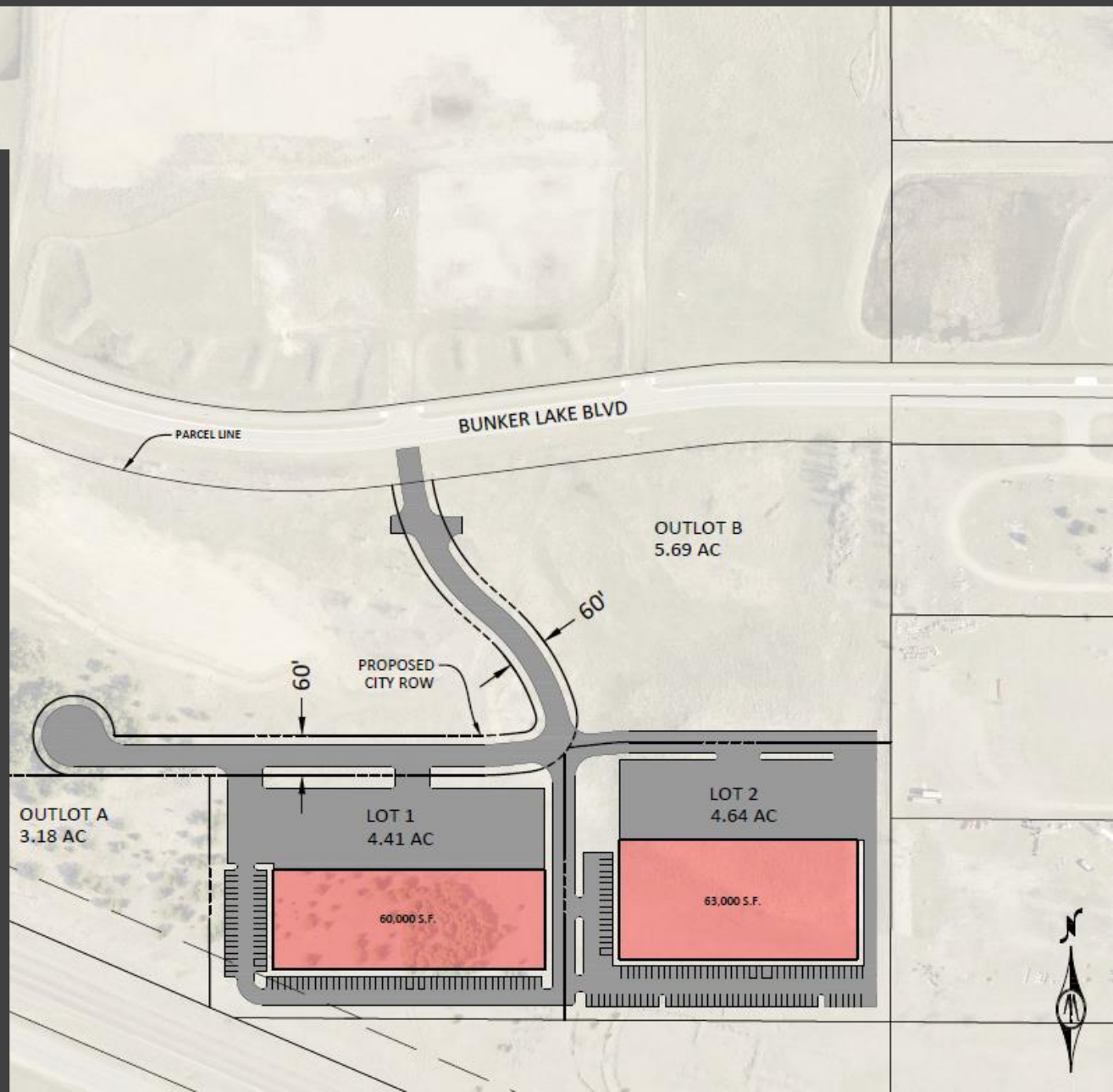
Request A: Mass Site Prep

Project Specifications

PSD will be completing the following mass site work immediately, to prep the business park for both immediate and future development projects. Having a ready-to-go business park is essential to their business model.

-$3.45M acquisition
-$90K move berm
-$100K mass grading
-$200K regional pond
-$50K grubbing and debris clean up
-$500K internal public road
-$100K signage

$4.49M



Request A: Mass Site Prep

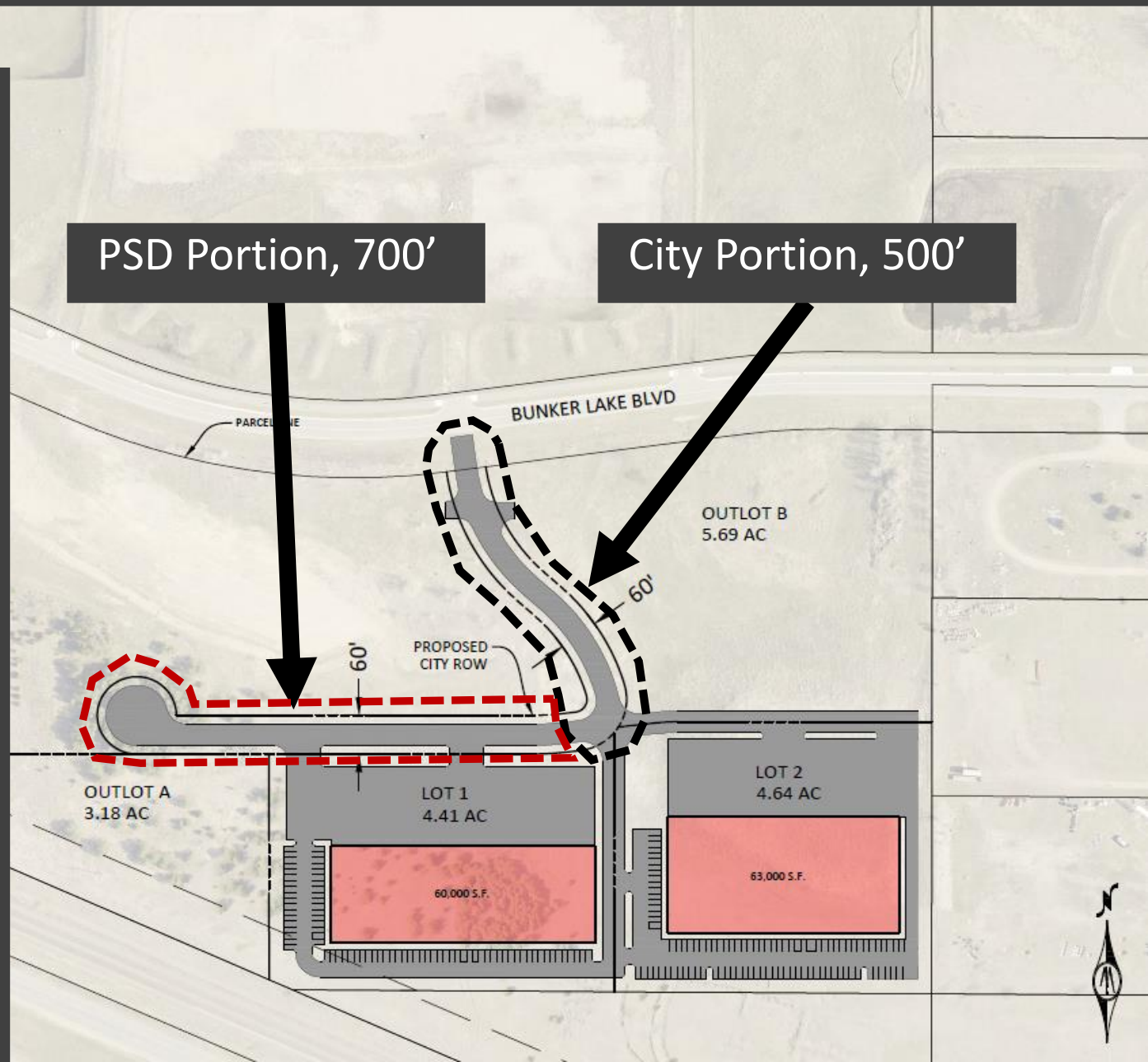
Request A Staff Notes:

- Proposed public roadway will be about 1,200'. The entire 1,200' roadway will be constructed by PSD immediately.

- PSD is requesting reimbursement from the City for 500' of the internal public roadway (or about 42% of the total lineal feet).

In summary, in the past, the City typically has paid for all (100%) or a portion (60%) of public infrastructure located within industrial parks/ commercial areas.

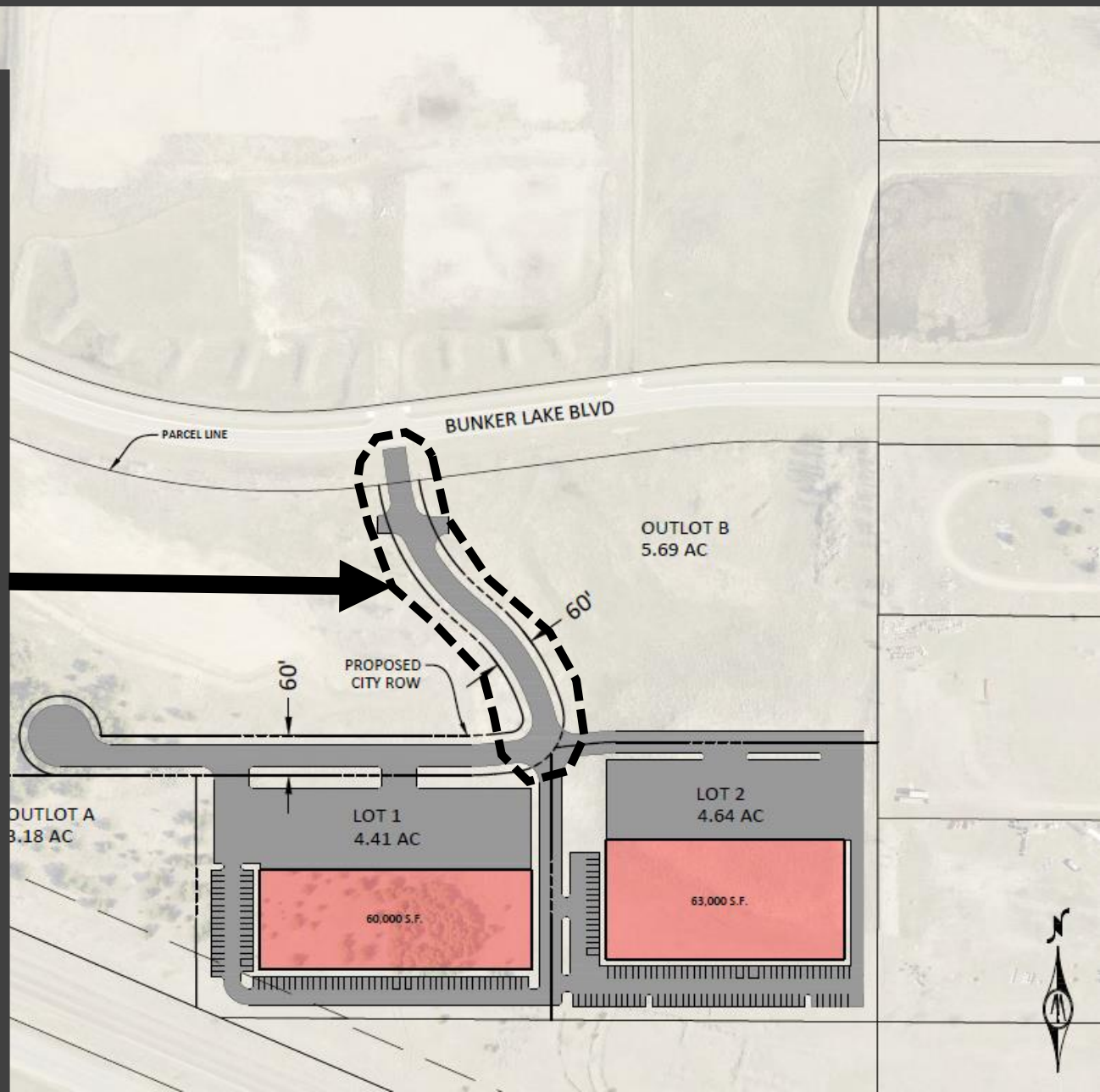
Both staff and Ehlers do not believe this request should be processed as a formal business subsidy request. This request should be considered a stand alone infrastructure negotiation process.



Request A: Mass Site Prep

Request A Specifications:

- City to reimburse PSD for phase 1 of the public roadway upon completion (250K request).
- PSD would design/ construct/ administer/ and upfront fund project.
- PSD would make this an attractive corporate style entrance, divided road, with median, tree plantings, and monument signs.
- PSD is open to discussing maintaining the road.
- City would fund via EDA Fund, ACHRA, or TIF #1. Agreement carried out via MOU. No formal business subsidy needed. This is a negotiable item for funding (i.e. public roadways).



City Assistance Requests: B

(A) Mass Site Preparation Improvements, Sub Total: $4.49M

Assistance Request: City pay for 1st phase of public roadway
Assistance Amount: 250K (5.5%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

(B) Industrial Building #1, 60K SF, Speculative, Sub Total: $5.4M

Assistance Request: City provide 9-year ED TIF District
Assistance Amount: 234K PV (4.3%)
Funding Source: new ED TIF District #16, pay-go only, PSD paid $10K fee

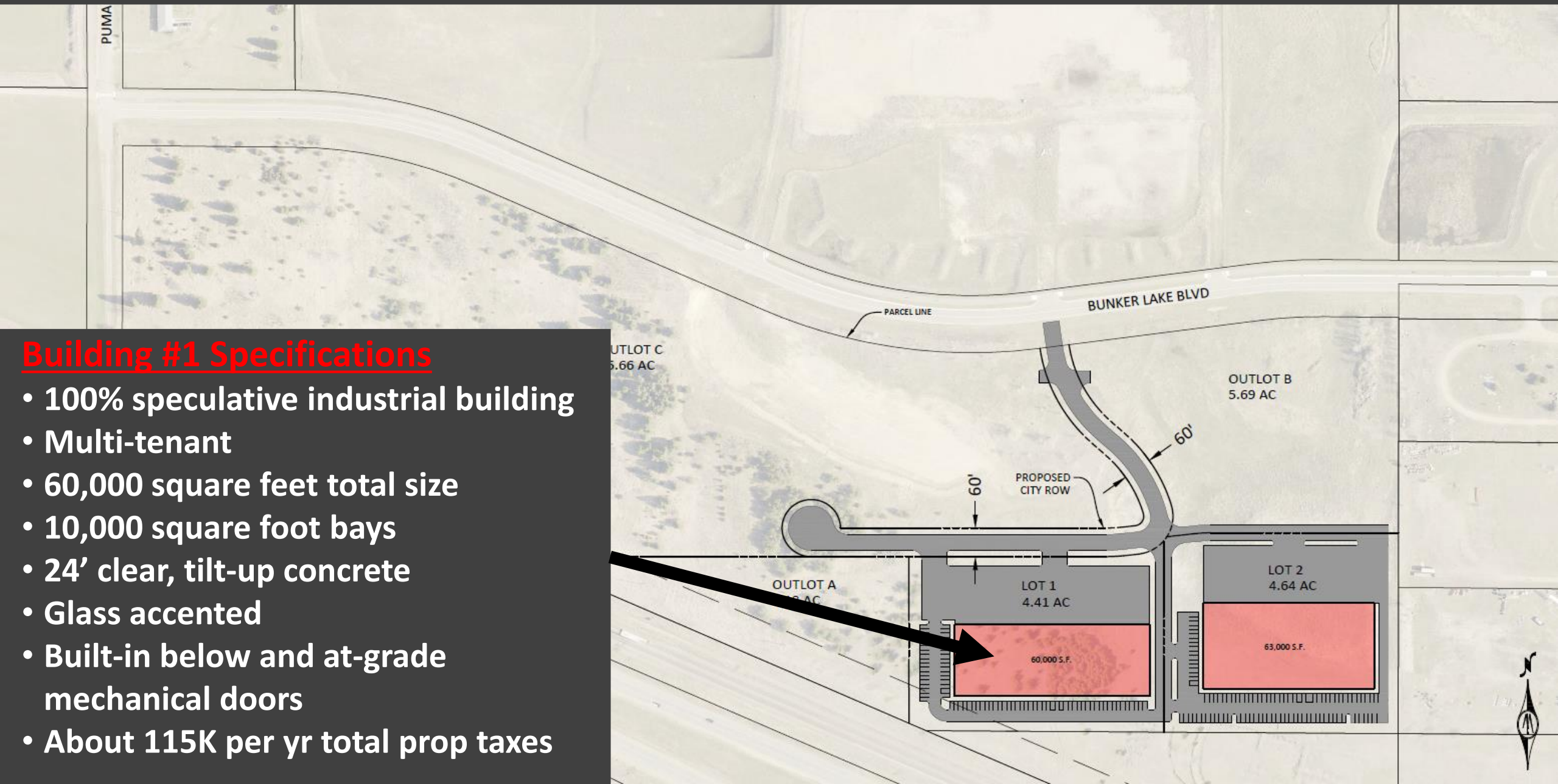
(C) Industrial Building #2, 56K SF, Adrenaline Sports Center, Sub Total: $5.0M

Assistance Request: City provide 200K incentive
Assistance Amount: 200K (4.0%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

Request B: Building 1

Building #1 Specifications

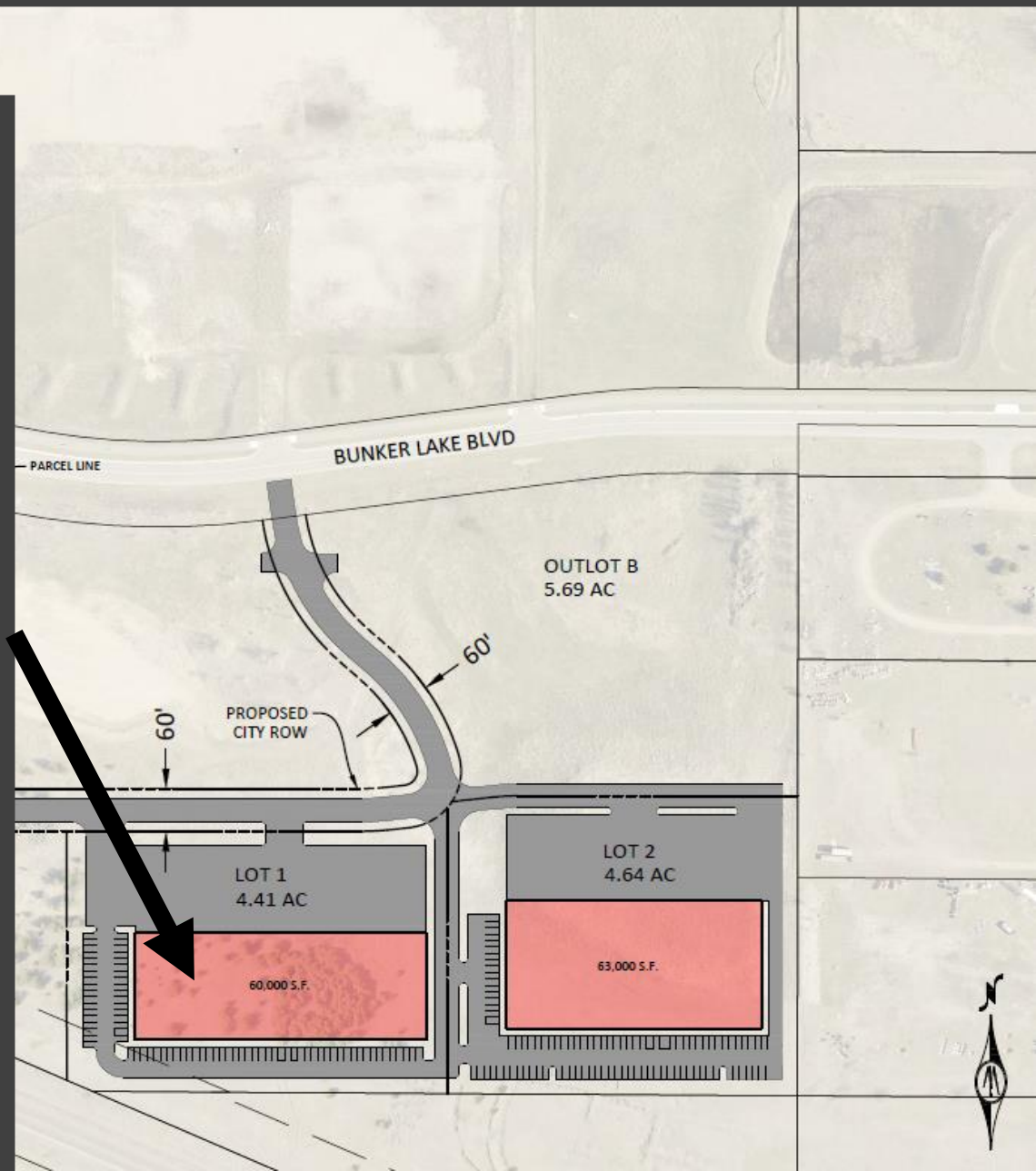
- 100% speculative industrial building
- Multi-tenant
- 60,000 square feet total size
- 10,000 square foot bays
- 24’ clear, tilt-up concrete
- Glass accented
- Built-in below and at-grade mechanical doors
- About 115K per yr total prop taxes



Request B: Building 1

Request B Specifications:

- City to establish TIF district #16 and provide PSD pay-go TIF, over 9 years (234K request).
- TIF would be used by PSD for reimbursement of eligible TIF costs (site work, parking, storm water, etc.).
- PSD paid $10K to apply for, and to set up, a new TIF district. Ehlers has completed underwriting, and has made a recommendation.
- Existing tax base remains in place (frozen). New tax base created by PSD (TIF) is repaid back to PSD for 9 years. NOTE: Fiscal Disparities is not included in TIF payments back to PSD, which means PSD will be contributing new dollars, which benefits the city.



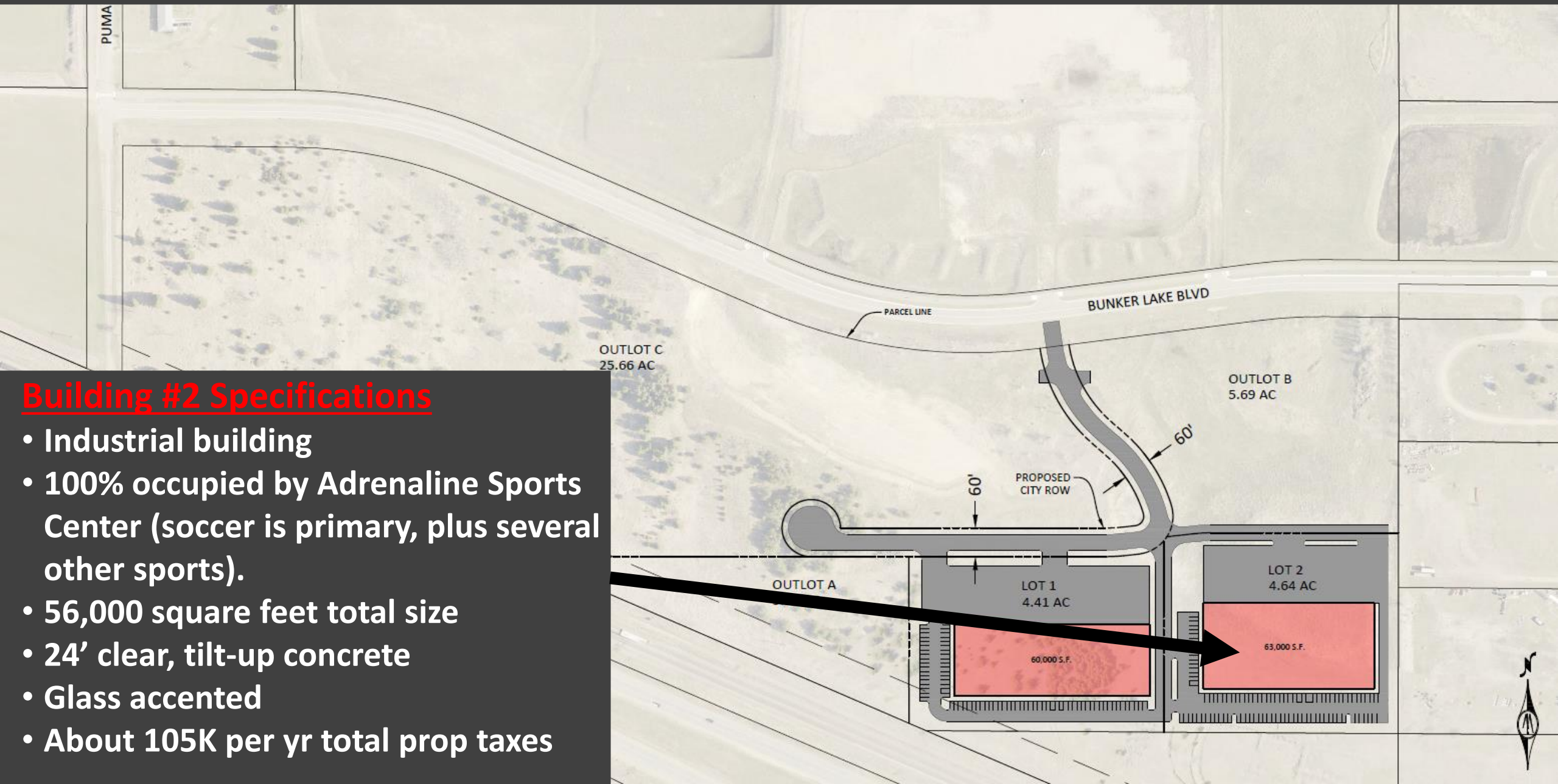
City Assistance Request: C

(A) Mass Site Preparation Improvements, Sub Total: $4.49M
Assistance Request: City pay for 1st phase of public roadway
Assistance Amount: 250K (5.5%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

(B) Industrial Building #1, 60K SF, Speculative, Sub Total: $5.4M
Assistance Request: City provide 9-year ED TIF District
Assistance Amount: 234K PV (4.3%)
Funding Source: new ED TIF District #16, pay-go only, PSD paid $10K fee

(C) Industrial Building #2, 56K SF, Adrenaline Sports Center, Sub Total: $5.0M
Assistance Request: City provide 200K incentive
Assistance Amount: 200K (4.0%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

Request C: Building 2



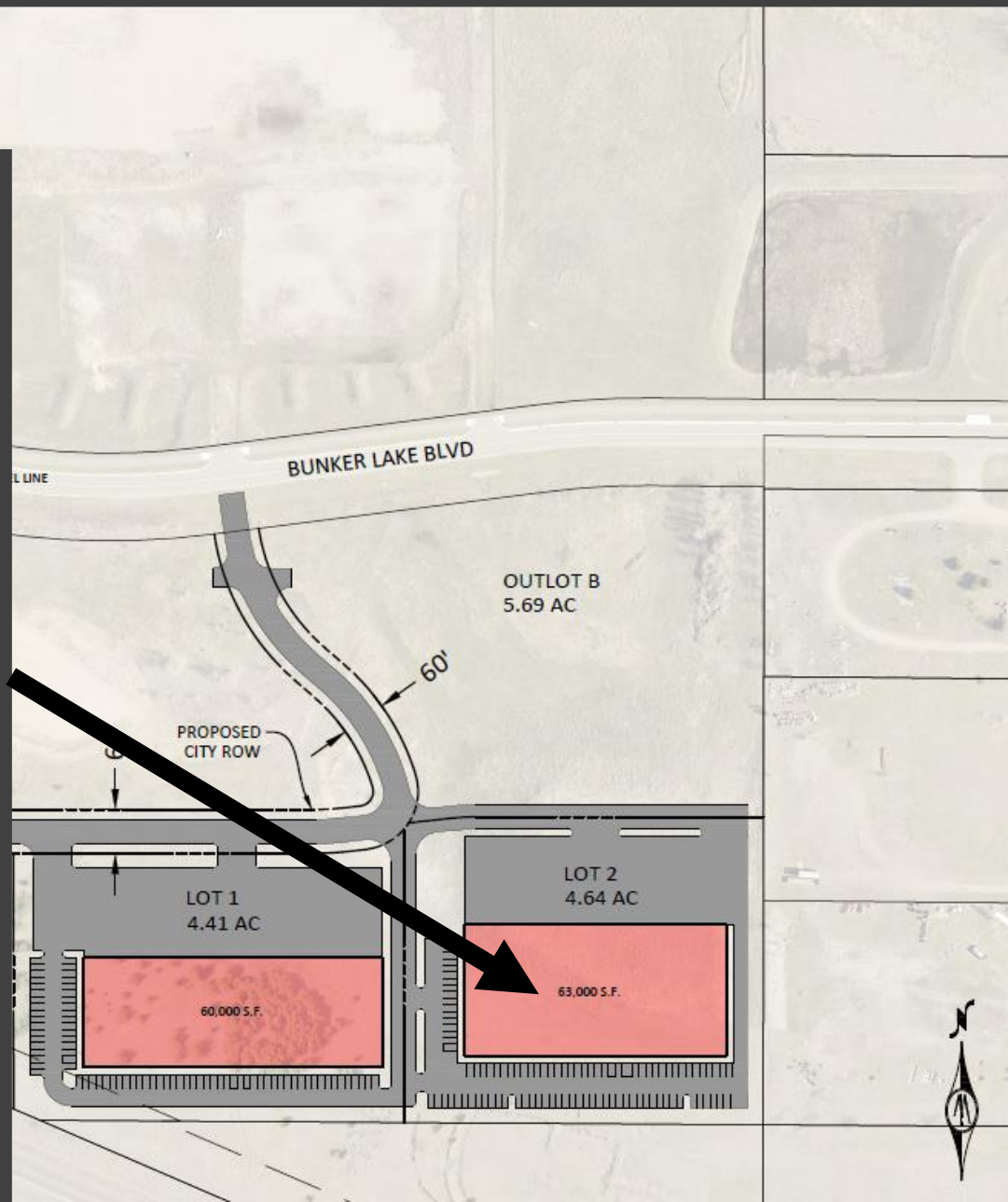
Building #2 Specifications

- Industrial building
- 100% occupied by Adrenaline Sports Center (soccer is primary, plus several other sports).
- 56,000 square feet total size
- 24’ clear, tilt-up concrete
- Glass accented
- About 105K per yr total prop taxes

Request C: Building 2

Request C Specifications:

- City to provide PSD one-time incentive payment (200K request).
- Payment would be used by PSD for reimbursement of eligible costs (site work, parking, storm water, etc.).
- PSD paid $7.5K to apply for this assistance. City needs to decide on accepting PSD application, process in July.
- Because this is not a TIF request, 100% of the new and existing tax base will immediately benefit the City.
- Funding source will be the EDA Fund, ACHRA Fund, or TIF #1. Staff will narrow this down, if project moves forward.



City Assistance Requests: ALL

(A) Mass Site Preparation Improvements, Sub Total: $4.49M

Assistance Request: City pay for 1st phase of public roadway
Assistance Amount: 250K (5.5%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

(B) Industrial Building #1, 60K SF, Speculative, Sub Total: $5.4M

Assistance Request: City provide 9-year ED TIF District
Assistance Amount: 234K PV (4.3%)
Funding Source: new ED TIF District #16, pay-go only, PSD paid $10K fee

(C) Industrial Building #2, 56K SF, Adrenaline Sports Center, Sub Total: $5.0M

Assistance Request: City provide 200K incentive
Assistance Amount: 200K (4.0%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

Infrastructure QA Log

06/01/2017

1. HOW HAS THE CITY PAID FOR PUBLIC INFRASTRUCTURE IN THE PAST, IS THERE A POLICY?

The City DOES have a formal program in place for maintenance and replacement of EXISTING public infrastructure. Please reference Ramsey's adopted assessment policy/ long term street maintenance program. The city DOES NOT have a formal policy in place for NEW infrastructure. Historically, this process has been addressed on a case-by-case negotiated basis in Ramsey. Based on staff research, below are some common trends/ informal policies.

A. Collector Roads/ Arterial Roads

In the recent past, the City of Ramsey has generally split costs 60:40 (60% City). This occurred in The COR in 2004, 2005 on Rhinestone Street and Sunwood Drive. This occurred in 2013 on the Legacy Christian Academy project (extension of Bunker). The City has a MOU in place for the final extension of Bunker/Puma, at 60:40.

Looking further into the past, staff conducted historical research on arterial/ collector "municipal" roads (please see appendix for details). 16 developments were analyzed on four major municipal roads: Sunwood Drive, Alpine Drive, 167th Ave, and Variolite Street. Below is a summary of findings.

- Most commonly, the City of Ramsey has paid for arterial roads, not developers. The City has used MSA funds, TIF funds, PIR funds, and bonding.

- There is a small sample of projects, in which developers did pay for a PORTION of arterial infrastructure (Sunwood Drive in the early 1990s). Developers made a partial contribution in the amount of what they would have paid, had the arterial/ collector road been a standard residential neighborhood/ internal road. In these cases, there was not a policy/ or specific percentage split. It was a case-by-case analysis approach, determined by an engineer.

B. ***Internal Public Roads***

- For RESIDENTIAL developments, it appears Ramsey has required developers to pay 100% of costs associated with internal/ public roadway systems (i.e. neighborhood public roads). In some limited cases, the City of Ramsey has helped residential developers with internal roadways, by financing these improvements upfront via bonding, and paying them back via an assessment agreement with the developer (typically 5 year term).

- For INDUSTRIAL developments (not retail), the City of Ramsey has typically paid for construction via current and former TIF Districts. Two recent examples are Azurite Street and 143rd Ave. In those cases, however, developers did provide the City with land (i.e. dedicated ROW at no charge).

2. WHAT IS THE POLICY FOR ARTERIAL INFRASTRUCTURE IN OTHER DEVELOPING CITIES?

As part of the 2015 Bolton & Menk in-depth arterial infrastructure analysis, this question was addressed. Please see comments below from Bolton & Menk.

> *"We contacted numerous agency and community representatives to gage the level of development activities on-going, planned and anticipated within their cities. The results varied greatly across the Metro area. There does not appear to be a uniform policy that can be drawn upon related to assessing costs. Even within most cities, there doesn't seem to be a strict set of rules related to development charges and fees. Rather, each community seems to have processes in place for working with developers that allow them to weigh the pros and cons of each development and determine the long-term financial benefits to the community. Eventually, development review processes are completed, requirements agreed upon, and the cost sharing between the developer and the city are formalized into a Developers Agreement. The information gathered indicates the City of Ramsey's previous approach to a cost split (40 percent developer and 60 percent City) for trunk utilities and collector roadways is reasonable based on what other communities are doing across the Metro area." –Bolton & Menk*

3. WHAT FUNDING SOURCES HAS THE CITY HISTORICALLY USED FOR FUNDING NEW PUBLIC INFRASTRCUTURE?

In summary, the city has utilized three general funding sources:

1. ***TIF districts***
   The city either utilized TIF bonds or surplus TIF District Funds to complete this work (typically said investment was made by the city upfront). The city was paid back for their upfront investment over time via TIF revenues. This process was repeated several times from the 80s through the 2000's. Due to changes in TIF law, TIF districts have become less powerful and flexible over the past couple decades. As a result, Ramsey (along with other cities), have slowly become less reliant on TIF.

   Additionally, it should be noted, through the 90's and early 2000's Ramsey had several TIF districts with multi-million dollar balances. Most of those TIF district balances have been spent down, and in some cases, those former TIF districts have been decertified. The former TIF districts played a major role in funding infrastructure in The COR for example (parking ramp, train station, roads, Armstrong, etc.).

2. ***Public Improvement Fund (PIR)***
   This fund generally helps pay for the construction and maintenance of public streets. In the 1980s and 1990s, this fund was commonly used to support the construction of new public roadways in Ramsey. Pervious to 2015, the fund received dollars from the City's general levy. Since 2015, this fund receives dollars from new general obligation debt (bonding).

3. ***MSA Fund***
   To support the State's system of streets, roads and bridges, MnDOT distributes funds for highway maintenance and construction to counties, cities and townships based on a formula determined by the State Legislature. This fund is fairly flexible and used for road construction projects. This fund was utilized for the Legacy Christian Academy Plant (extension of Bunker).

4. WHY SHOULDN'T THE DEVELOPERS PAY FOR EVERYTHING?

RE THE BUSINESS PARK AREA

Market rate asking prices for raw, shovel-ready, industrial land in the Ramsey area is $2.00-$3.50 per square foot.

Currently (i.e. before adding internal public roadway costs), Hageman Holdings is listing land for $2.25-$2.75 per square foot. PSD's goal is not to sell land—they will want to act as developer/ owner for most projects. However, if a large enough user comes forward, they will be asking for 2.75-3.50 per square foot (due to the investments they are making in their property).

Elk River, Ramsey's biggest economic development competitor, has been listing industrial land for $2.50 psf, before use of economic development incentives. In some cases, via use of economic development incentives, said $2.50 psf priced land has been written down to significantly lower prices (less than $1.00 psf), or in some cases, even down to zero.

In order to stay competitive, based on asking prices, Ramsey should stay below $3.00 psf, and ideally be closer to $2.00 psf, for asking prices. Additionally, the City should be prepared to use economic development incentives.

Lastly, it should be noted, asking prices are different than what price a deal can be done—likely, Hageman would be willing to sell at a price closer to $2.00 psf (depending on the project/ negotiation), and PSD would be willing to sell closer to $2.50 psf.

5. WHO WILL PAY FOR NON-ARTERIAL PUBLIC INFRASTRUCTURE?

RE THE RESIDENTIAL AREA

Capstone Homes has indicated they will pay for 100% of all public infrastructure located within their site, which will be a multi-million dollar investment. This is consistent with past practice in the City of Ramsey, and other communities.

RE THE BUSINESS PARK AREA

First, it should be noted, the ability to predict if/ what scope of internal infrastructure will be needed within a business park is very challenging—due to the fact that projects range greatly. For example, from 10,000 sf users (needing 1 acre of land) to 200,000 sf users (needing 22 acres of land). Depending on what users come forward, the need for internal infrastructure could be minimal—or, it could become a significant need (and cost).

Generally, internal public infrastructure within business parks is dealt with on a case-by-case basis, depending on the merits of individual projects. In many cases, Ramsey has been a progressive-minded economic development community, and paid for internal public infrastructure in business park areas (Azurite and 143rd are recent examples). In some cases the city has required the developer pay for internal public infrastructure.

Staff believes this item should remain open, and should be dealt with, based on the merits of individually proposed projects. In the even that Ramsey attracts several small individual users, the city may need to discuss/ develop a master plan (big picture strategy) on how to deal with internal infrastructure.

ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, June 8, 2017, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Jim Steffen Member Brian Burandt Member Glen Hardin Member Chris Riley Member Wayne Skaff Member Kristine Williams (arrived at 7:42 a.m.)
Members Absent:	Member Philip Brunt
Also Present:	Patrick Brama, Econ. Dev. Mgr/Assistant City Administrator Tim Gladhill, Community Development Director Kurt Ulrich, City Administrator Brian Pankratz, CBRE Jason Aarsvold, Ehlers and Associates

1. CALL TO ORDER

Chairperson Steffen called the Economic Development Authority meeting to order at 7:30 a.m.

2. APPROVE AGENDA

Motion by Member Skaff, seconded by Member Hardin, to approve the agenda.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Burandt, and Riley. Voting No: None. Absent: Members Brunt and Williams.

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated May 25, 2017

Motion by Member Skaff, seconded by Member Hardin, to approve the May 25, 2017, minutes as presented.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Burandt, and Riley. Voting No: None. Absent: Members Brunt and Williams.

4. EDA BUSINESS

4.01: Aeon Purchase Agreement: Multiple Actions

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Member Hardin asked and received confirmation that the parcels were being purchased under separate entities. Staff confirmed that was correct.

Motion by Member Skaff, seconded by Member Hardin, to recommend to City Council to approve the second amendment to the original Purchase Agreement between the City and Aeon, and to approve the second Purchase Agreement with Aeon, for the second phase of their proposed development.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Hardin, Burandt, and Riley. Voting No: None. Absent: Members Brunt and Williams.

4.02: Sharp and Associates Purchase Agreement

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report.

Chairperson Steffen asked if the geotechnical was discovered as part of the last offer on the property.

Economic Dev. Mgr/Assistant City Administrator Brama explained that the issue was discovered during due diligence and was not part of the shovel ready process during the last offer. He confirmed that the soil test had an impact on the purchase price.

Member Hardin asked if there have been estimates on the soil corrections.

Dennis Sharp stated that there would need to be soil corrections and the site would need to be brought up to grade. He estimated $300,000 to $400,000, depending on what is needed.

Chairperson Steffen asked and received confirmation that there is room for a second building on the site.

Member Riley asked and received confirmation that Mr. Sharp is comfortable with the language staff suggested regarding the building letter of credit.

Economic Dev. Mgr/Assistant City Administrator Brama clarified that the building language is tied to phase one, the first building, and there is nothing tied to the second building. He provided additional information on the process Mr. Sharp follows in developing sites in this manner.

Member Hardin asked if this parcel has not been listed.

Economic Dev. Mgr/Assistant City Administrator Brama stated that this parcel has never been officially listed with CBRE, but staff was directed by the Council to do so in 2016. However, a purchase agreement came forward at that same time, and the property has been tied up since 2016. As a result, it was never officially listed.

Member Hardin stated that he would be opposed to paying a broker fee for a parcel that has never been listed with the broker.

Member Williams arrived.

Brian Pankratz, CBRE, stated that he had been working with developers to find a parcel, and attention was brought to this parcel through that process.

Member Hardin stated that the City has a long relationship with Mr. Sharp and the purchase agreement was drafted with staff, and therefore he would be opposed to paying a broker fee.

Chairperson Steffen asked how Mr. Sharp had discovered this parcel.

Mr. Sharp stated that he was alerted to the parcel through conversations with Economic Dev. Mgr/Assistant City Administrator Brama. He stated that the land is near his other parcels and is a good location for him. He stated that he thought the land was fairly undisturbed prior to the soil testing. He stated that most of his buildings have been speculative, noting that his last one was in 2009. He believed that there is a demand for this smaller space. He explained that when bigger companies come, that tends to draw smaller companies as well and he enjoys working with the smaller companies. He stated that those businesses eventually grow and then he often builds a larger building for them. He confirmed that he builds the shell, and the interior is then built out to match the size and needs of the company.

Member Riley asked for the input of staff on the brokerage commission.

Economic Dev. Mgr/Assistant City Administrator Brama stated that the property was identified as available land and was directed to work with CBRE to market the land. He noted that almost immediately a purchase agreement was brought forward from CBRE with Platinum Properties. He stated that it has been a fluid situation that Mr. Sharp and Platinum Properties were working on together, and it evolved into just Mr. Sharp. He stated that perhaps the EDA's concern has been expressed, and he can have a discussion with CBRE, to find a resolution, prior to the Council review.

Chairperson Steffen noted that in the previous case CBRE brought forth the developer while in this case they did not, although there may have been a tie. He stated that he likes the project and is excited to have another project with Mr. Sharp.

Motion by Chairperson Steffen, seconded by Member Hardin, to recommend to City Council to approve the purchase agreement between the City of Ramsey and Sharp & Associates LLC for 9.33 acres of City owned land, with direction for further discussion regarding the CBRE commission.

Further discussion: Member Hardin stated that he is opposed to the CBRE commission. Economic Dev. Mgr/Assistant City Administrator Brama stated that if there is strong consensus that would be good to know prior to the Council review. He noted that another option would be to reduce the payment to CBRE. City Administrator Ulrich stated that it would be helpful to have input as to whether the EDA is opposed to the full commission or whether a lower commission would be allowed. Member Hardin suggested amending the purchase agreement to remove the commission for CBRE. Members Skaff and Burandt agreed that the commission should not be paid. Member Hardin suggested amending the language in the purchase agreement to remove paragraph 16.

Motion by Chairperson Steffen, seconded by Member Hardin, to amend the motion to recommend to City Council to approve the purchase agreement between the City of Ramsey and Sharp & Associates LLC for 9.33 acres of City owned land, removing paragraph 16.

Further discussion: Member Williams stated that this deal has a structure different from the original purchase agreement. She was concerned that it would be more difficult to obtain funds after the fact rather than refunding the funds. Economic Dev. Mgr/Assistant City Administrator Brama provided additional details on the structures of the purchase agreements. Member Hardin noted that these are two different deals and that is why the structure is different. Economic Dev. Mgr/Assistant City Administrator Brama provided additional information on the letter of credit. Community Development Director Gladhill stated that letters of credit are used frequently and you can draw on them without approval from the developer. He did agree that there is some risk, compared to having straight cash. He noted that every project that goes before the Planning Commission has a letter of credit. He noted that in the mid-2000's there were several times the City had to draw on letters of credit. Mr. Pankratz stated that there is a difference in what Platinum was proposing compared to what Mr. Sharp is proposing. He noted that Platinum was going to build two buildings, while Mr. Sharp is proposing to build the first building and then future buildings as needed to meet client needs. He stated that the additional geotechnical information also changes the deal. Chairperson Steffen asked when Mr. Sharp would begin construction. Mr. Sharp stated that he would like to start construction this year but at the latest, it would be spring 2018.

Motion carried. Voting Yes: Chairperson Steffen, Members Hardin, Burandt, Riley, and Skaff. Voting No: Member Williams. Absent: Member Brunt.

4.03: PSD LLC Business Park: Approve MOU Related to New Internal Public Roadway

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report and reviewed all three requests from PSD, which are split between three cases.

Chairperson Steffen stated that at the last meeting this was discussed and there was one building, but now there are two buildings. He noted that the City cost requested was not changed.

Motion by Member Skaff, seconded by Member Burandt, to recommend to City Council to adopt the Memorandum of Understanding (MOU), authorizing amount not to exceed $250,000

reimbursement to PSD LLC for the construction of a new public roadway located within the City's new business park.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Hardin, Riley, and Williams. Voting No: None. Absent: Member Brunt.

4.04: PSD LLC Business Park: Establish TIF District 16 and Approve TIF Agreement (Building #1)

Economic Dev. Mgr/Assistant City Administrator Brama presented the staff report with the previous case.

Jason Aarsvold, Ehlers and Associates, stated that they review the project costs, total development costs, rents that will be charged, and other costs attached, to evaluate that those are in line with the request for assistance. He stated that they are comfortable with the requests, given the nature of the building. He stated that the next step will be to determine the impact to the developer's return on investment, to ensure that it is not outside of the range of seven to nine percent. He noted that providing the assistance will help the developer obtain financing and will not be outside of the typical range of the return on investment.

Matt Kuker, PSD, stated that the first building is always the toughest, and once that is established people will want to come into the business park.

Motion by Member Skaff, seconded by Chairperson Steffen, to recommend to City Council to Adopt Resolution #17-06-131 to Modify Development District 1, Establish TIF District 16, and Adopt a Plan for TIF District 16, subject to changes by the City Attorney; Adopt Resolution #17-06-132 Authorizing Execution of a TIF Agreement, subject to changes by the City Attorney; and Adopt Resolution #17-06-133 Authorizing the Establishment of an Inter Fund Loan for TIF District 16.

Motion carried. Voting Yes: Chairperson Steffen, Members Skaff, Burandt, Hardin, Riley, and Williams. Voting No: None. Absent: Member Brunt.

4.05: PSD LLC Business Park: Accept Business Subsidy Application & Call for a Public Hearing (Building #2)

Economic Dev. Mgr/Assistant City Administrator Brama presented additional details on the staff report.

Chairperson Steffen noted that it seems a similar request to the last.

Economic Dev. Mgr/Assistant City Administrator Brama stated that the review is not as stringent with this request as this is not TIF.

Member Riley stated that he likes the idea that this is tied to the building.

Mr. Kuker provided additional details on the building and how it could be converted if Adrenalin leaves after their seven-year lease. He noted that the structure itself would be almost identical, with the exception of the dock doors that would not be installed.

Chairperson Steffen asked if TIF is not available because of the recreational use.

Economic Dev. Mgr/Assistant City Administrator Brama confirmed that recreational uses are not available for TIF.

Mr. Kuker noted that the rent would be slightly smaller for this second building because there is a lesser cost to build out the building. He noted that the cost for rent will be higher than the tenant was paying at their current location, but confirmed that the tenant does have leases in place for this site which will be larger than their current location.

Chairperson Steffen noted that the timeline appears very tight.

Mr. Kuker agreed that the timing is very tight as the tenant has leases that start on January 1, 2018. He stated that in essence the tenant is paying rent for 12 months of the year while they will most likely only use the facility six months out of the year, as the soccer will be outdoors in the warmer months. He noted that the tenant will be exploring options for additional activities that could occur during the warmer months. He confirmed that the tenant is currently not in a location, as the site he was previously located in has been closed.

Chairperson Steffen asked if the developer could build the building within the timeline.

Mr. Kuker stated that the closing will occur on June 27th and he has received permission to begin grading.

Community Development Director Gladhill noted that it is a very aggressive schedule and some preapprovals can be given. He noted that the more they deviate from the regular schedule, the more risk that will come. He stated that the process can be sped up, but acknowledged that the developer is willing to take on the risk and liability regarding grading and stormwater. He stated that staff will do what they can to be flexible.

Mr. Kuker acknowledged that there is risk in expediting the timelines, and that risk would fall on him as developer. He stated that Adrenalin would bring in additional traffic to The COR. He noted that if there are additional costs that arise from speeding this process up, those costs could be split up between the future pads that will be sold.

Member Williams asked if that sensitivity would be part of the business subsidy analysis.

Economic Dev. Mgr/Assistant City Administrator Brama confirmed that would be included in the review.

Chairperson Steffen stated that he loves the project and the signage.

Member Williams stated that she has experience as a parent of a child that went to Adrenalin Sports, and once this is open she will go to Acapulco rather than stay at Adrenalin. She believes that many other parents will do the same and frequent businesses in The COR.

Motion by Member Williams, seconded by Member Hardin, to recommend to City Council to accept a business subsidy application from PDS LLC and call for a public hearing on July 25, 2017.

Motion carried. Voting Yes: Chairperson Steffen, Members Williams, Hardin, Burandt, Riley, and Skaff. Voting No: None. Absent: Member Brunt.

4.06: CBRE Update

Mr. Pankratz provided the first quarter statistics metro wide, noting that net absorption for office and retail are negative. He stated that the retail world is changing as many retailers continue to close their doors and follow the virtual trend. He stated that the trend is now on food and fitness. He stated that traffic patterns take time to change and people are now utilizing the Armstrong interchange more often. He stated that the residential market is booming. He stated that Ramsey is in between two retail nodes and with large stores closing in Riverdale, retailers will most likely backfill in that location. He noted that the additional homes being built in Ramsey will help to attract businesses. He stated that the restrictive covenant is no longer in force, which is good for additional food locations that may want to come. He stated that the additional industrial and PSD projects will bring in additional traffic and could attract more business. He stated that they continue to see interest from medical office tenants. He provided an update on marketing. He noted that he has been pushing Ramsey for quick food users and hard goods and has heard that Ramsey is on their growth plans. He noted that he has also reached out to gas stations in attempt to bring a tenant to Armstrong as traffic patterns push more vehicles on that route. He reviewed the marketing suggestions and next steps.

4.07: Review Architectural Design for Stonebrook Academy (Project #17-101); Case of Michael and Kristen Johnson

Community Development Director Gladhill presented the staff report.

Chairperson Steffen asked for details on the materials for the Sunwood side of the building.

Community Development Director Gladhill provided details on the proposed materials.

Member Williams stated that it appears that no landscaping is proposed for the west side. She asked if the windows are all real.

Community Development Director Gladhill confirmed the lack of landscaping for the west, noting that it would allow for future development on the adjacent parcel and meets the requirements of The COR. He stated that it is his understanding that they would be real windows, although they may be shaded.

Member Williams asked for the location of the two out parcels on the plat.

Community Development Director Gladhill noted that the case references the remnant parcels that are not used for the daycare center, to the west and the east.

Member Williams stated that it appears there is not a door on the Sunwood side.

Community Development Director Gladhill noted that the existing plan is silent on whether a door is needed on Sunwood. He stated that the main entrance is not on Sunwood and the daycare center has concern with having even a security door that would allow children to leave the building to the Sunwood side.

Chairperson Steffen stated that he generally supports the plan and noted that the applicant has come a long way from the first rendition. He confirmed the consensus of the EDA.

5. MEMBER / STAFF UPDATE

The EDA reviewed the Staff Update.

City Administrator Ulrich provided an update on McDonald's. He noted that both USBank and Coborn's have installed their taller signs.

6. ADJOURNMENT

Motion by Chairperson Steffen, seconded by Member Riley, to adjourn the meeting.

Motion carried. Voting Yes: Chairperson Steffen, Members Riley, Burandt, Brunt, Hardin, Skaff, and Williams. Voting No: None. Absent: None.

The regular meeting of the Economic Development Authority adjourned at 9:02 a.m.

Respectfully submitted,

_____

Kurtis G. Ulrich
City Administrator

ATTEST:

_____

Patrick Brama
Econ. Dev. Mgr/Assistant City Administrator

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session **7. 2.**

Meeting Date: 06/27/2017

Submitted For: Patrick Brama, Administrative Services

By: Patrick Brama, Administrative Services

Information

Title:

PSD LLC Business Park: Accept Business Subsidy Application (Building #2) and **adopt Resolution #17-06-134 Calling for a Public Hearing by the City Council Regarding a Proposed Business Subside to be Granted to PSD, LLC.**

Purpose/Background:

Note: This case is 3 of 3 cases related to the new PSD business park.

PURPOSE

Consider accepting an application for City assistance related to PSD's proposed 56,000 square foot industrial building (Building #2); which will be home to Adrenaline Sports Center.

STEP 1 (this case): formally accept a business subsidy application from PSD LLC. The purpose of this case is not to "award" any financial incentives to PSD LLC. However, this case begins the State required public process to "allow" the City to award financial incentives to PSD LLC.

STEP 2 (future case): review underwriting of project pro-forma, consider awarding a business subsidy agreement

BACKGROUND (Project)

Please see attached background (background, maps, and renderings) document for greater context. Regarding this project specifically, PSD LLC plans to immediately construct a 56,000 square foot industrial building. Adrenaline Sports Center would be the anchor tenant. PSD LLC is proposing a high-quality, highly functional, and market relevant building; which will include: 24' clear ceilings, and glass facades along Highway 10. The estimated total cost for PSD LLC's first building is $4.9M.

BACKGROUND (Subsidy Request)

PSD LLC has asked the City for financial incentives related to this 56,000 square foot speculative building (building #1). Specifically, PSD LLC is requesting the City provide of assistance ($200,000). Based on their modeling and project pro-forma, PSD LLC believes this assistance is needed, in order to make this project work. PSD has indicated community sports tenants are very risky, and have very thin margins, thus requiring some assistance from the City.

PSD LLC has competed and submitted a business subsidy application to staff, including a $7,500 non-refundable fee. If the City decides to accept the application, Ehlers will formally underwrite PSD's request (underwriting the pro-froma, sources and uses, and review the lease terms, etc.).

REMINDER: the PSD LLC request will not meet the job creation requirements outlined in the City's official business subsidy policy, due to the fact community sports centers create very few high-paying jobs. Guaranteeing job creation on this project is very challenging. The PSD LLC subsidy request will require an wavier to the City's policy, in order to be approved. A similar exception was provided to Platinum Properties, for their speculative construction building proposal, in 2016.

BACKGROUND (Anchor Tenant, Adrenaline Sports Center)

Adrenaline Sports Center began operations in Coon Rapids about eight years ago, under the name Gold Kick Soccer. Four years ago, it was converted to Adrenaline Sports Center. Today, Adrenaline leases 25,000 square feet of space. The primary use of space is soccer training/ practice. Secondary users of the Adrenaline Sports Center include cross-fit and baseball training/ batting practice. Lastly, on occasion, Adrenaline is used for various events. Today, Adrenaline attracts an estimated 4,000-5,000 families to their facility on an annual basis.

Moving forward, Adrenaline Sports Center needs to expand. They would like to move to a location that provides 56,000 square feet of space, has room for future expansion, and can be ready by January 01, 2018. Staff began working with Adrenaline in June 2016. Since then, staff was working with several developers interested in developing a site, constructing a building, and leasing back to Adrenaline. After several attempts at getting a developer behind the project, PSD has now indicated a commitment to Adrenaline.

Notification:

Observations/Alternatives:

Project Benefits

- The proposed funding sources for the subsidy request are 1x dollars (EDA Fund, ACHRA Fund, or TIF #1). As a result, 100% of new taxes created from this project will have an immediate positive impact on Ramsey tax payers.
- The proposed 56,000 sf project will create estimated annual total property tax revenues of $105K.
- This project will pay significant development fees, about: $17K Park, $5K trail, $27K Water, $15K Sewer, $20K Storm.
- The City of Ramsey is seeking retail and restaurant users. Common feedback from the development community and prospects is--Ramsey needs to improve their demographics, in order attract these users. Ramsey can do that by increasing both population (rooftops) and increasing trip generation (i.e. destination users). This user will create significant new traffic to Ramsey, and The COR. This is considered a destination user.
- The City of Ramsey is seeking to improve our image, brand, and to serve as a regional destination. Staff believes this project can play a positive role in making progress for each said goal.
- The proposed building is high-quality and market relevant. It will be one of the nicest industrial buildings in Ramsey. It will be prominent on Highway 10, and will set a positive image, and create a big splash for the City's new business park.
- PSD LLC is jump-starting the City's new business park with this project. This is important, as staff commonly receives feedback from prospects interested in the new business park--that don't want to be the first-one-in. There is a fear associated with that perspective, as it is considered to be high-risk. Momentum matters in the development industry.

Project Considerations

- This project must be underwritten and must meet Ramsey's business subsidy policies. The PSD LLC request must be justified and must meet State Statute. PSD LLC must demonstrate that "but-for" this assistance, they cannot move forward with this project. Staff will be working will Ehlers to underwrite PSD LLC financials/ project pro-forma. The outcome of underwriting this project will determine if, and how much, city subsidy is justified.
- The City does not need to take on this project (i.e. provide a business subsidy). The City could wait for the market to naturally develop the new business park. If this project is unsuccessful, it would look unfavorable for the City, and will likely result in opposition from tax payers.
- Community sports facilities have a reputation for operating on narrow margins and being risky investments. This should be noted. The positive here is, PSD is taking on the risk for this project. If Adrenaline doesn't succeed, the City still has a nice industrial building, paying taxes, ready for the next user.
- By dedicating funding to this project, the City is losing the opportunity to use said funding on other projects. However, but for this subsidy, the project would likely not happen at all.

Funding Source:

EDA Fund, ACHRA Fund, or TIF #1. If this project moves forward, staff will need to sort out the details on this item.

Recommendation:

STAFF

Staff is comfortable accepting the PSD LLC business subsidy request application. Staff believes this request needs to be underwritten and checked against our policies. Staff believes the request made by PSD, from a preliminary/ high-level perspective, appears to be reasonable for the City to further consider.

EDA

The EDA reviewed this case on June 8. Little discussion occurred. The EDA was generally supportive of staff's recommendation. The EDA felt this case was generally consistent with previous discussion/ action by the EDA and City Council (April). By consensus, the EDA passed a motion to accept a business subsidy application from PSD LLC. Attached to this case are draft EDA minutes.

Action:

Motion to:

Accept a business subsidy application from PSD LLC and **adopt Resolution #17-06-134 Calling for a Public Hearing by the City Council Regarding a Proposed Business Subside to be Granted to PSD, LLC.**

Attachments

Background Maps and Renderings

Assistance Requests

RES 17 06 134

Form Review

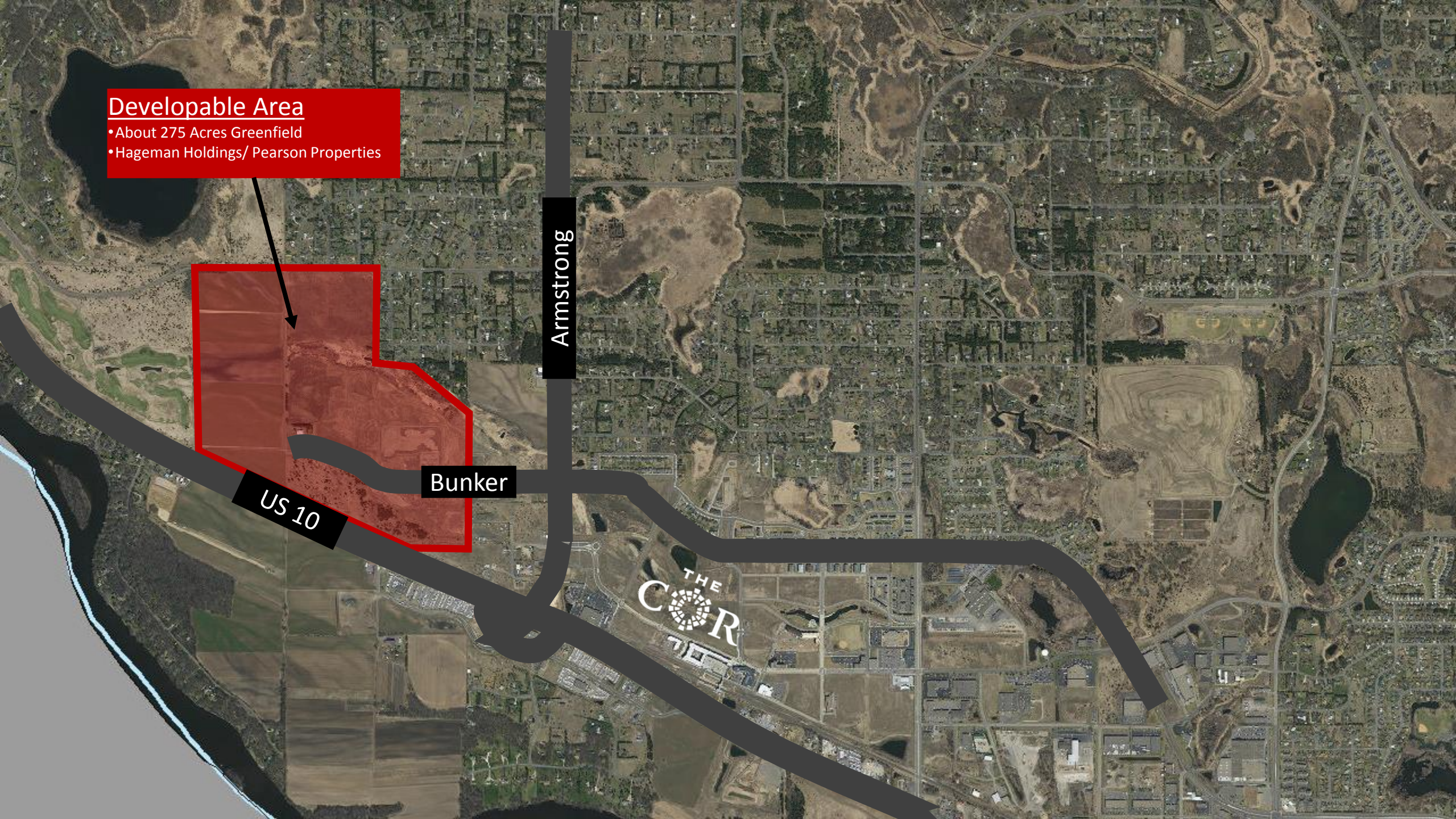
Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:21 AM
Form Started By: Patrick Brama		Started On: 06/06/2017 11:10 AM
Final Approval Date: 06/22/2017		

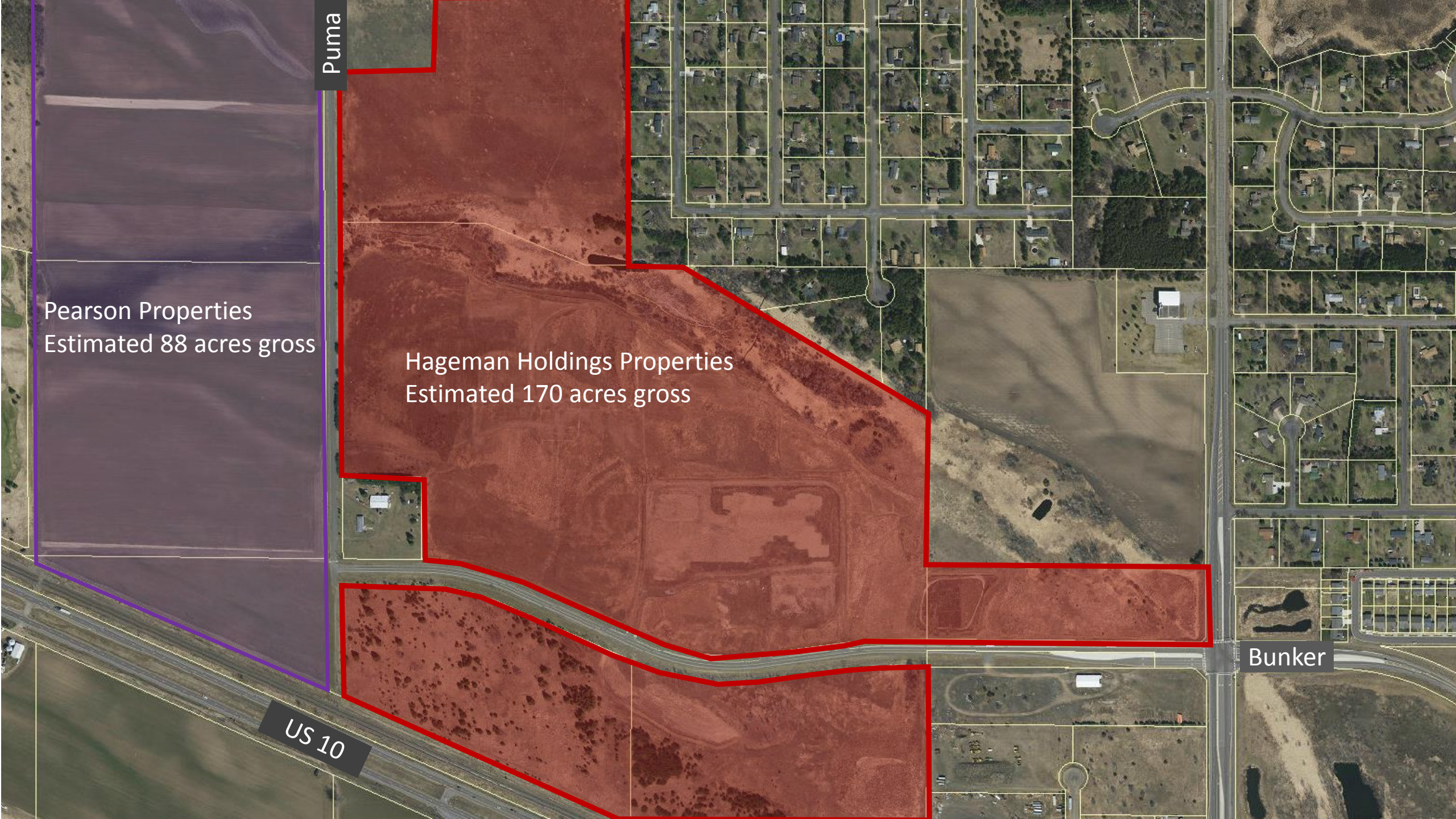
PSD LLC

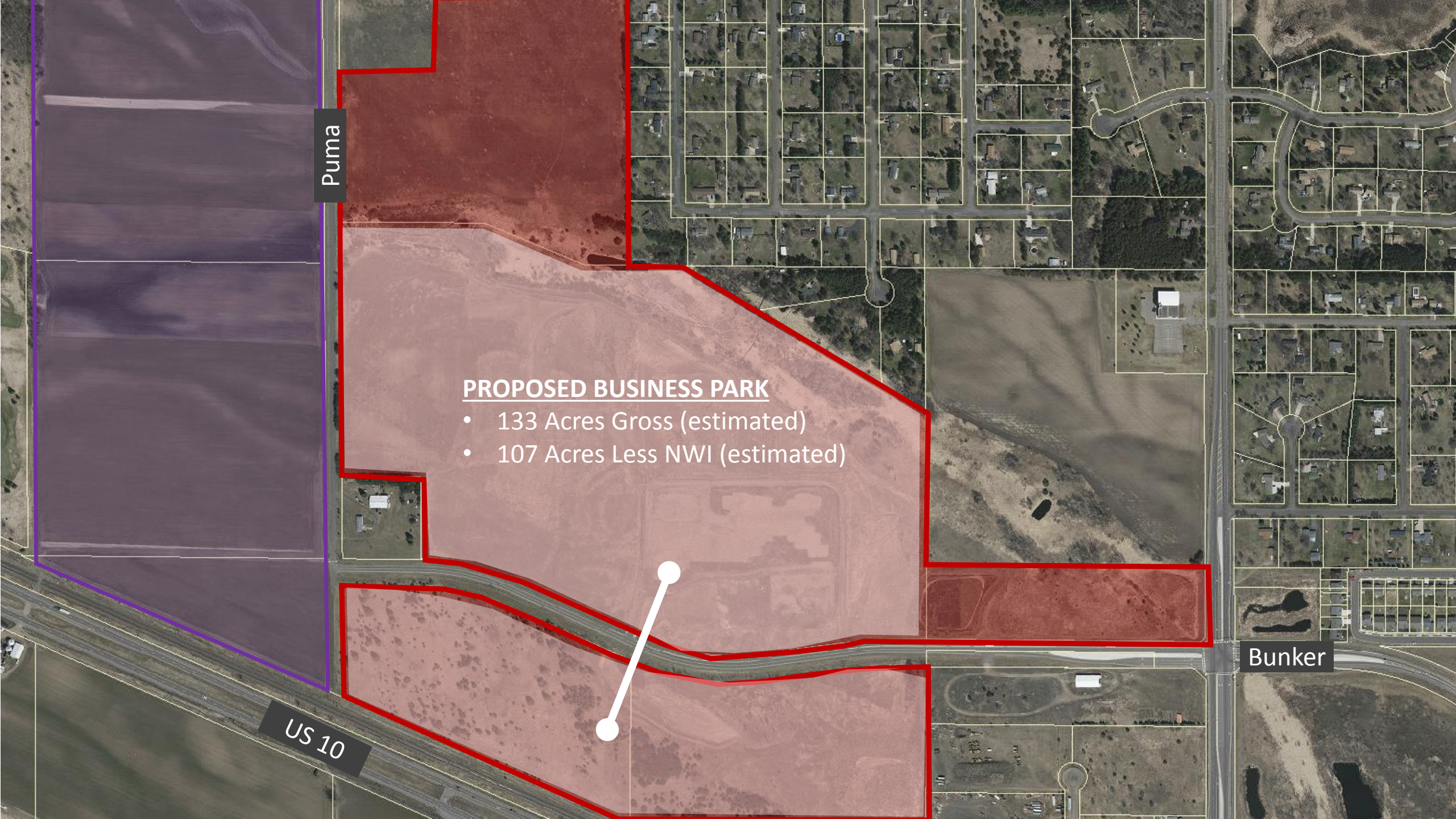
Business Park Proposal

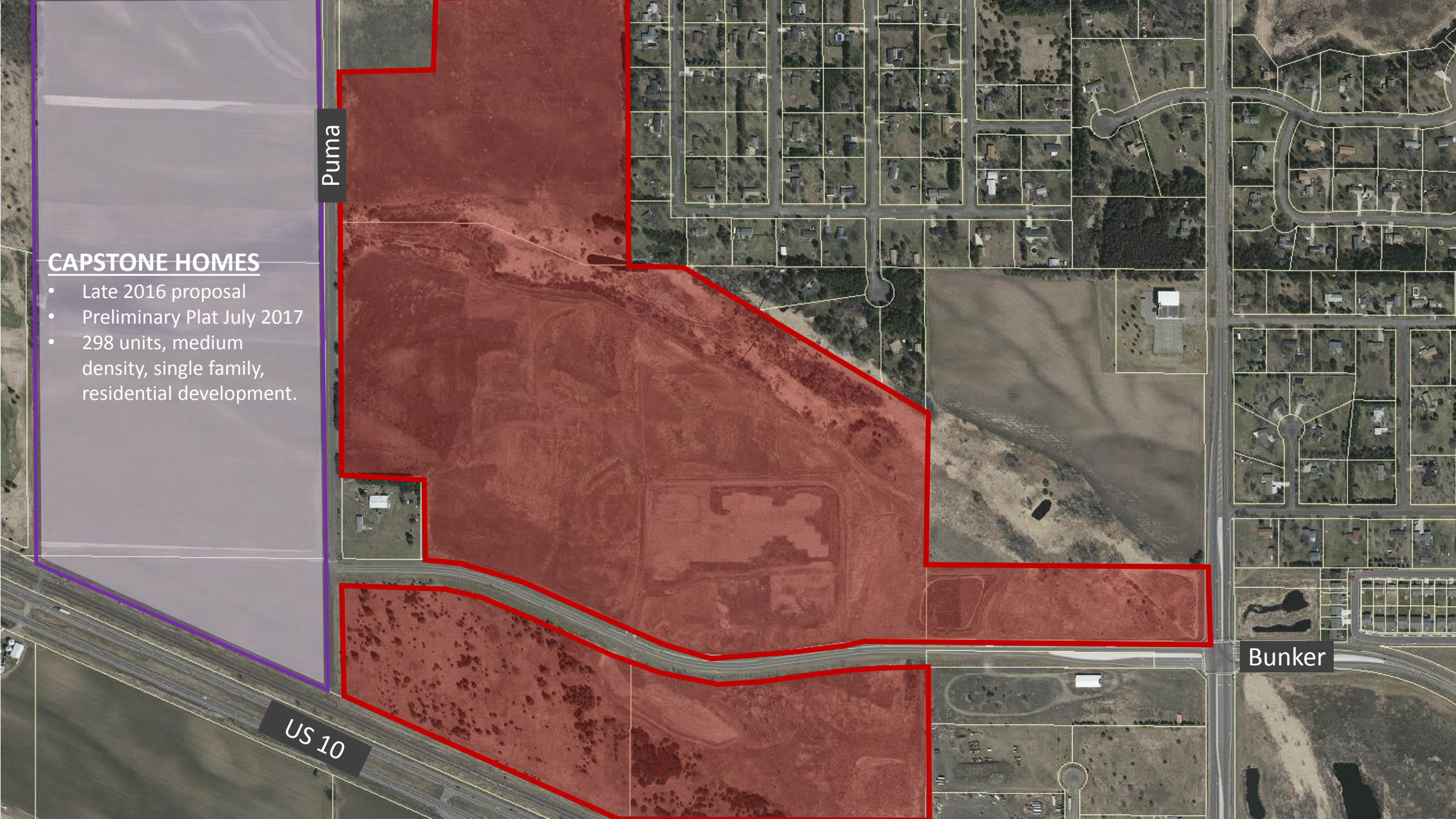
Background, Maps, and Renderings




Developable Area
•About 275 Acres Greenfield
•Hageman Holdings/ Pearson Properties
Armstrong
Bunker
US 10
THE COR


Puma
Pearson Properties
Estimated 88 acres gross
Hageman Holdings Properties
Estimated 170 acres gross
US 10
Bunker


Puma
PROPOSED BUSINESS PARK
• 133 Acres Gross (estimated)
• 107 Acres Less NWI (estimated)
Bunker
US 10

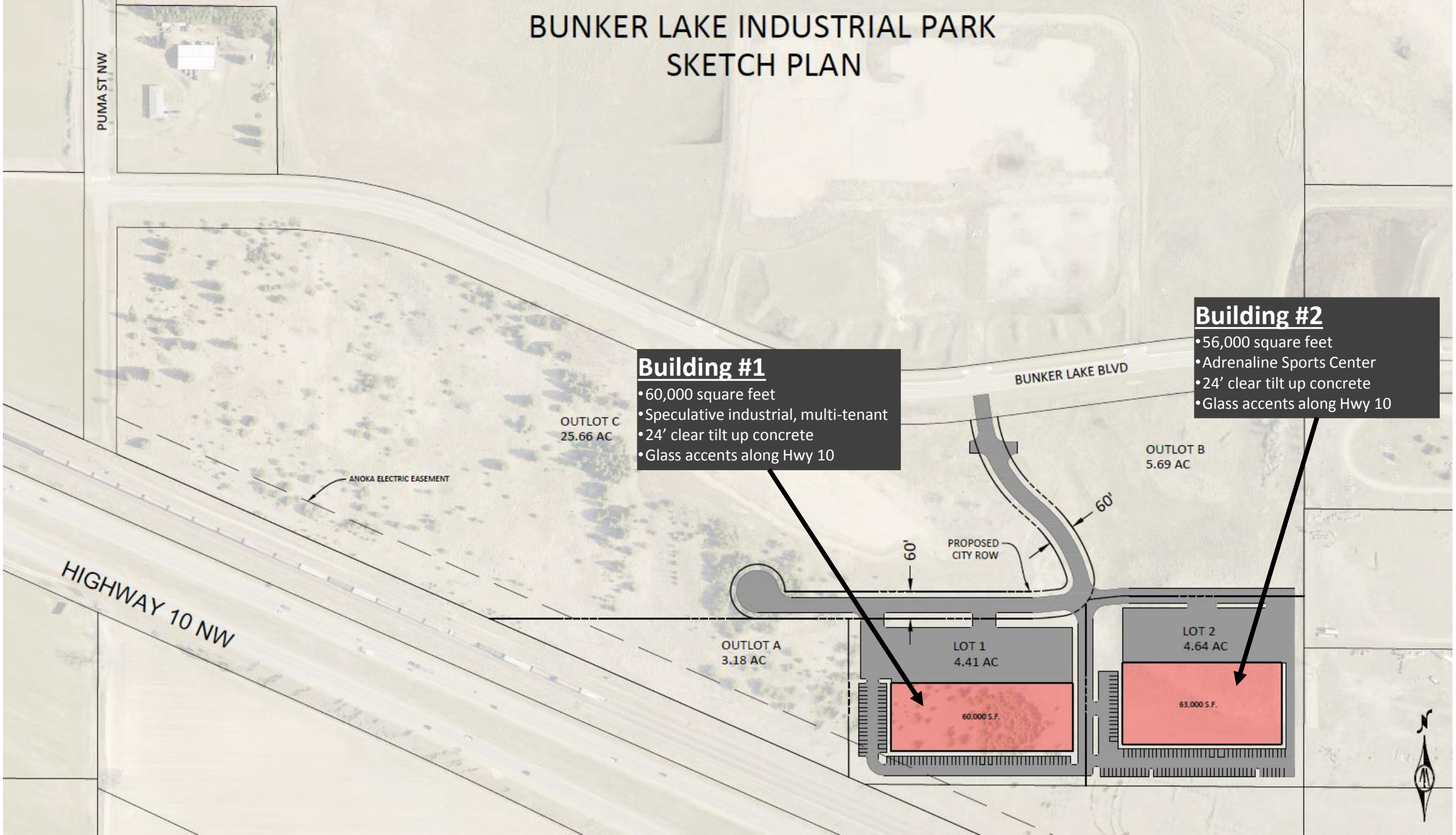


CAPSTONE HOMES

- Late 2016 proposal
- Preliminary Plat July 2017
- 298 units, medium density, single family, residential development.


Capstone
US 10
Bunker
PSD LLC Proposal
•Purchase 45 acres of the business park
•Everything south of Bunker
•7 buildings shown in master plan

BUNKER LAKE INDUSTRIAL PARK
SKETCH PLAN



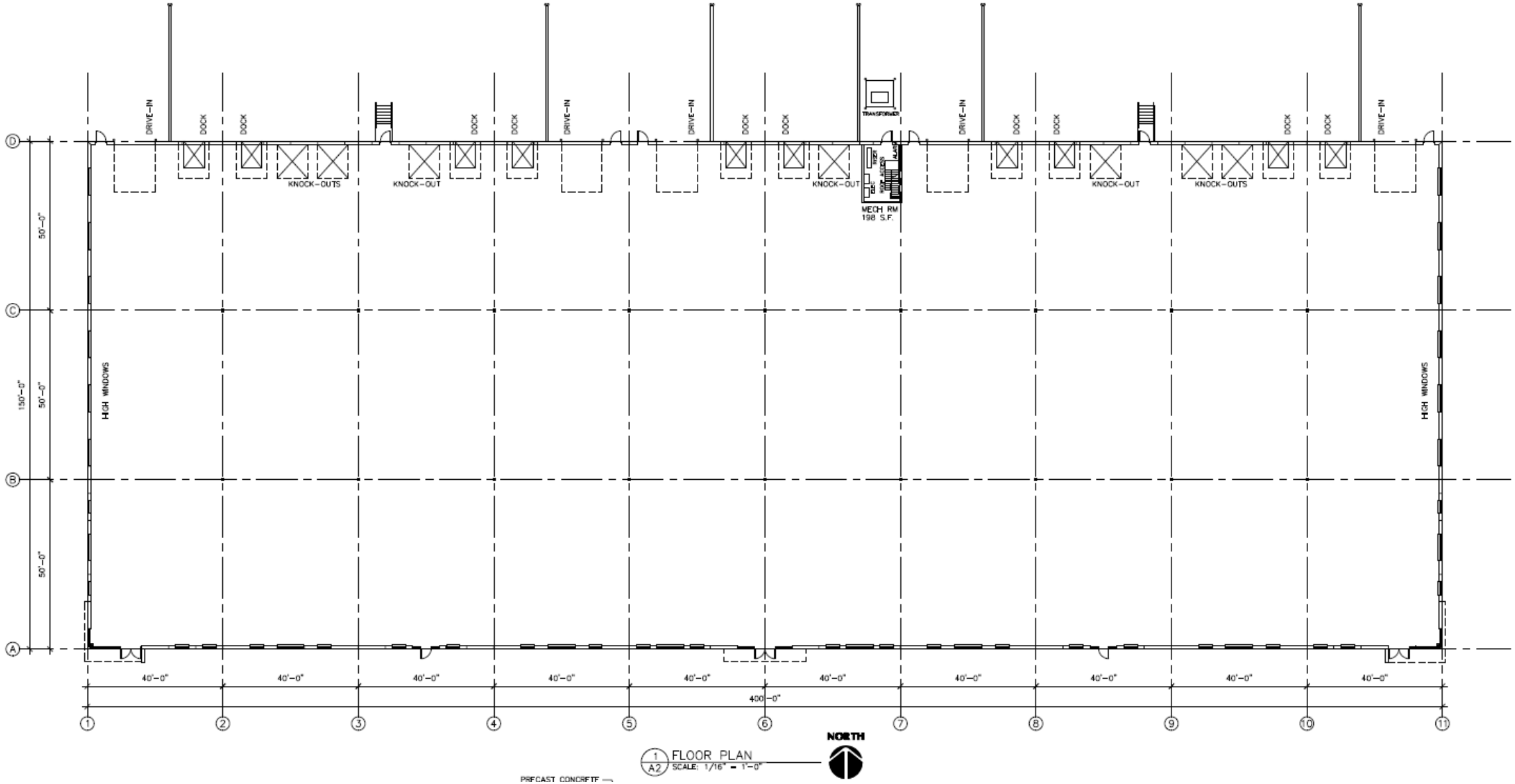
Building #1
- 60,000 square feet
- Speculative industrial, multi-tenant
- 24’ clear tilt up concrete
- Glass accents along Hwy 10

Building #2
- 56,000 square feet
- Adrenaline Sports Center
- 24’ clear tilt up concrete
- Glass accents along Hwy 10

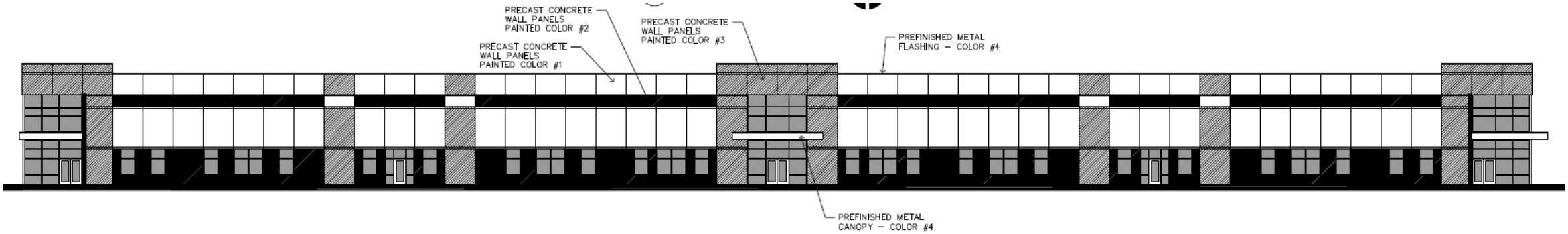
Example Renderings and Building Layout (draft)

Building A

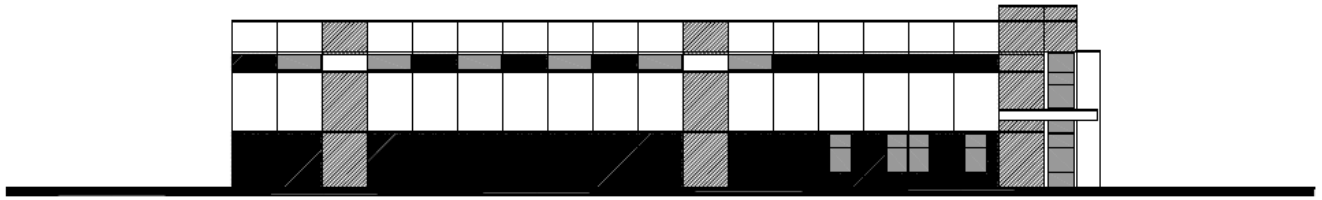
Building A


DRIVE-IN
DOCK
KNOCK-OUTS
KNOCK-OUT
TRANSFORMER
MECH RM
198 S.F.
HIGH WINDOWS
50'-0"
150'-0"
40'-0"
400'-0"
NORTH
1
FLOOR PLAN
A2
SCALE: 1/16" = 1'-0"
PRECAST CONCRETE

Building A



2 / A2 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"

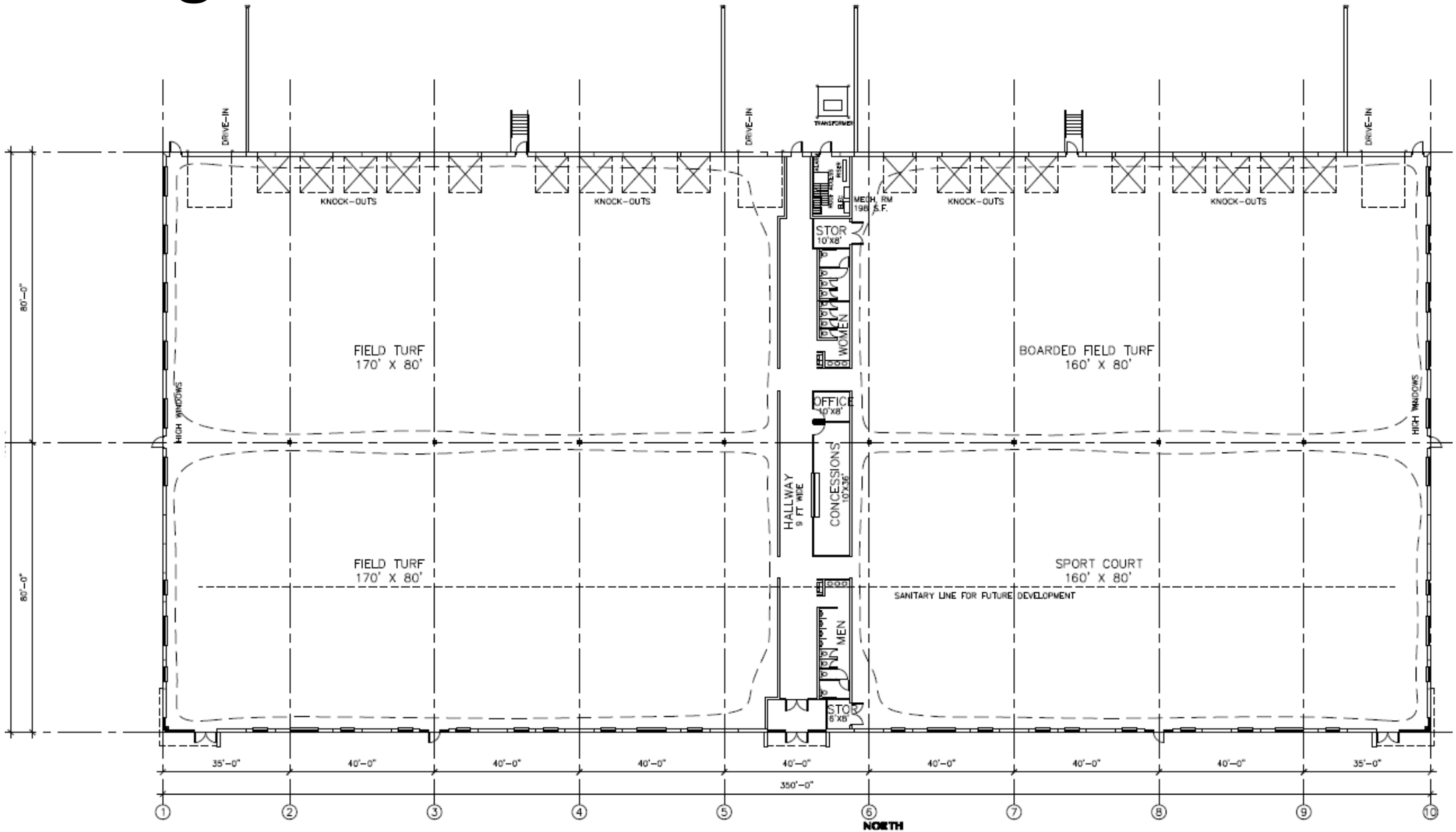


3 / A2 WEST ELEVATION
SCALE: 1/16" = 1'-0"

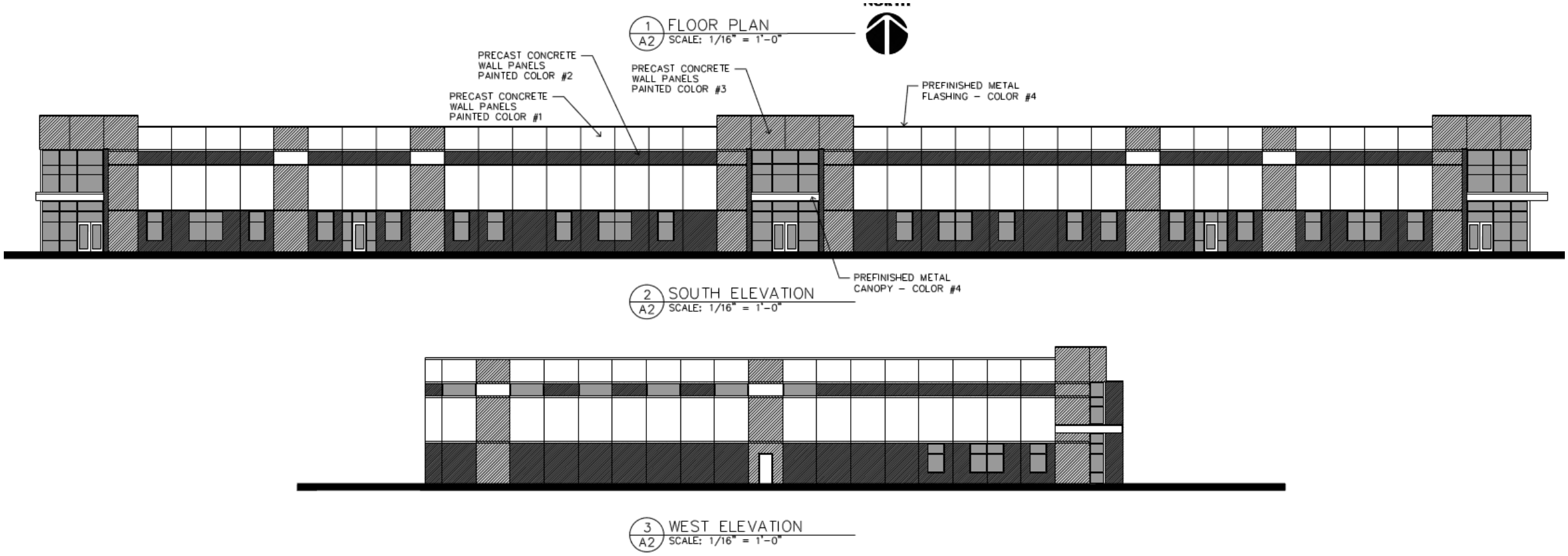
Example Renderings and Building Layout (draft)

Building B

Building B


DRIVE-IN
DRIVE-IN
DRIVE-IN
TRANSFORMER
KNOCK-OUTS
KNOCK-OUTS
KNOCK-OUTS
KNOCK-OUTS
MECH. RM
198 S.F.
STOR
10'X8'
WOMEN
OFFICE
10'X8'
CONCESSIONS
10'X36'
HALLWAY
9 FT WIDE
MEN
STOR
8'X8'
FIELD TURF
170' X 80'
FIELD TURF
170' X 80'
BOARDED FIELD TURF
160' X 80'
SPORT COURT
160' X 80'
SANITARY LINE FOR FUTURE DEVELOPMENT
HIGH WINDOWS
HIGH WINDOWS
80'-0"
80'-0"
35'-0"
40'-0"
40'-0"
40'-0"
40'-0"
40'-0"
40'-0"
40'-0"
35'-0"
350'-0"
1
2
3
4
5
6
7
8
9
10
NORTH

Building B


1 A2 FLOOR PLAN
SCALE: 1/16" = 1'-0"
PRECAST CONCRETE WALL PANELS PAINTED COLOR #2
PRECAST CONCRETE WALL PANELS PAINTED COLOR #3
PREFINISHED METAL FLASHING – COLOR #4
PRECAST CONCRETE WALL PANELS PAINTED COLOR #1
PREFINISHED METAL CANOPY – COLOR #4
2 A2 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"
3 A2 WEST ELEVATION
SCALE: 1/16" = 1'-0"

PSD LLC

Business Park Proposal

Requests for City Assistance



PSD Projects Summary

(Project A) Mass Site Preparation Improvements

Details: $3.45M acquisition, $90K move berm, $100K mass grading, $200K regional pond, $50K grubbing and debris clean up, $250K internal public road phase 1, $250K internal public road phase 2, $100K signage.

Sub Total: $4.49M

(Project B) Industrial Building #1, 60K SF, Speculative

Sub Total $5.4M (cost includes site work, building construction, and all soft costs)

(Project C) Industrial Building #2, 56K SF, Adrenaline Sports Center

Sub Total $5.0M (cost includes site work, building construction, and all soft costs)

City Assistance Requests

Details

City Assistance Request: A

(A) Mass Site Preparation Improvements, Sub Total: $4.49M

Assistance Request: City pay for 1st phase of public roadway
Assistance Amount: 250K (5.5%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

(B) Industrial Building #1, 60K SF, Speculative, Sub Total: $5.4M

Assistance Request: City provide 9-year ED TIF District
Assistance Amount: 234K PV (4.3%)
Funding Source: new ED TIF District #16, pay-go only, PSD paid $10K fee

(C) Industrial Building #2, 56K SF, Adrenaline Sports Center, Sub Total: $5.0M

Assistance Request: City provide 200K-250K incentive
Assistance Amount: 200K-250K (4.0%-5.0%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

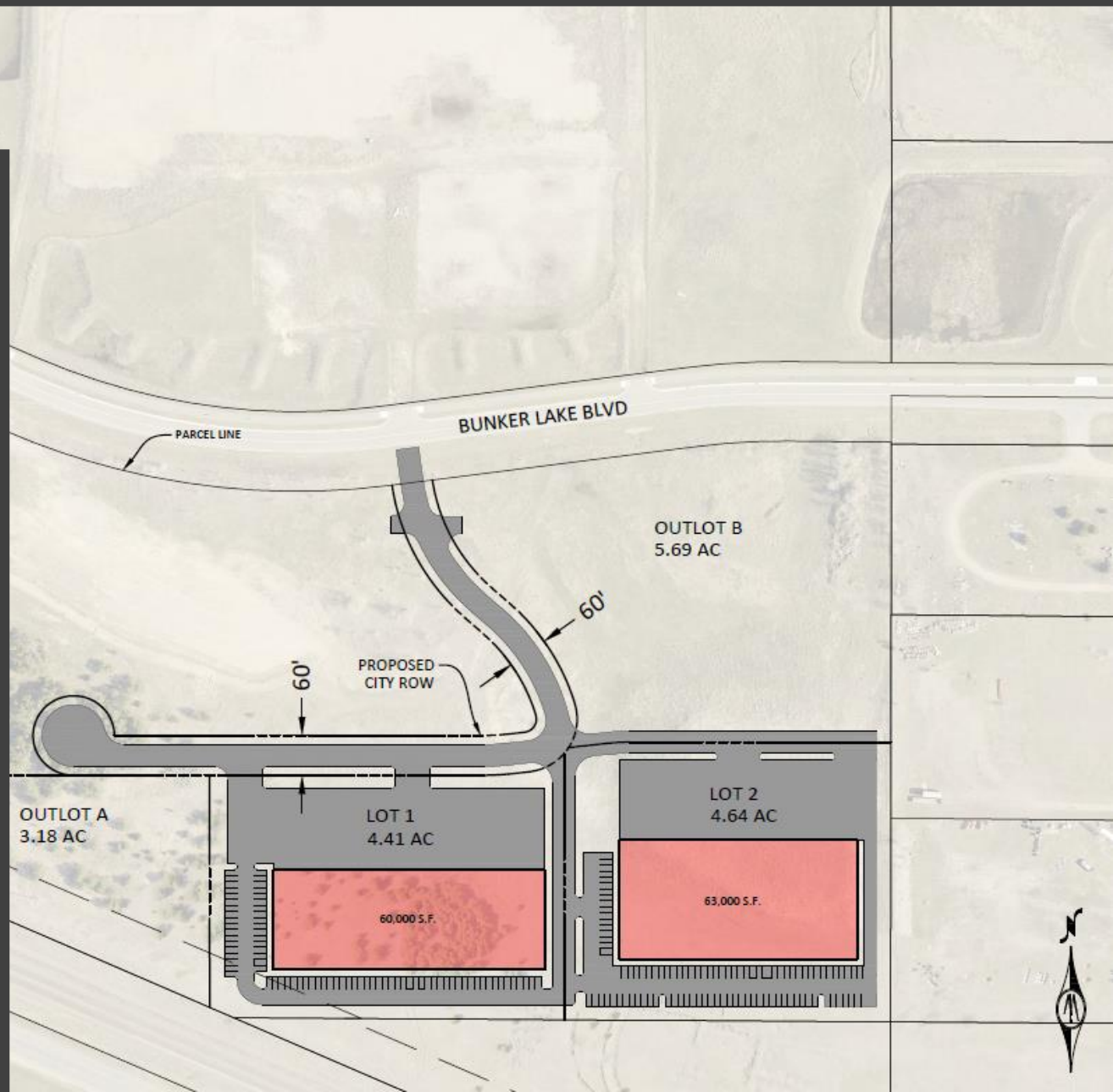
Request A: Mass Site Prep

Project Specifications

PSD will be completing the following mass site work immediately, to prep the business park for both immediate and future development projects. Having a ready-to-go business park is essential to their business model.

-$3.45M acquisition
-$90K move berm
-$100K mass grading
-$200K regional pond
-$50K grubbing and debris clean up
-$500K internal public road
-$100K signage

$4.49M



Request A: Mass Site Prep

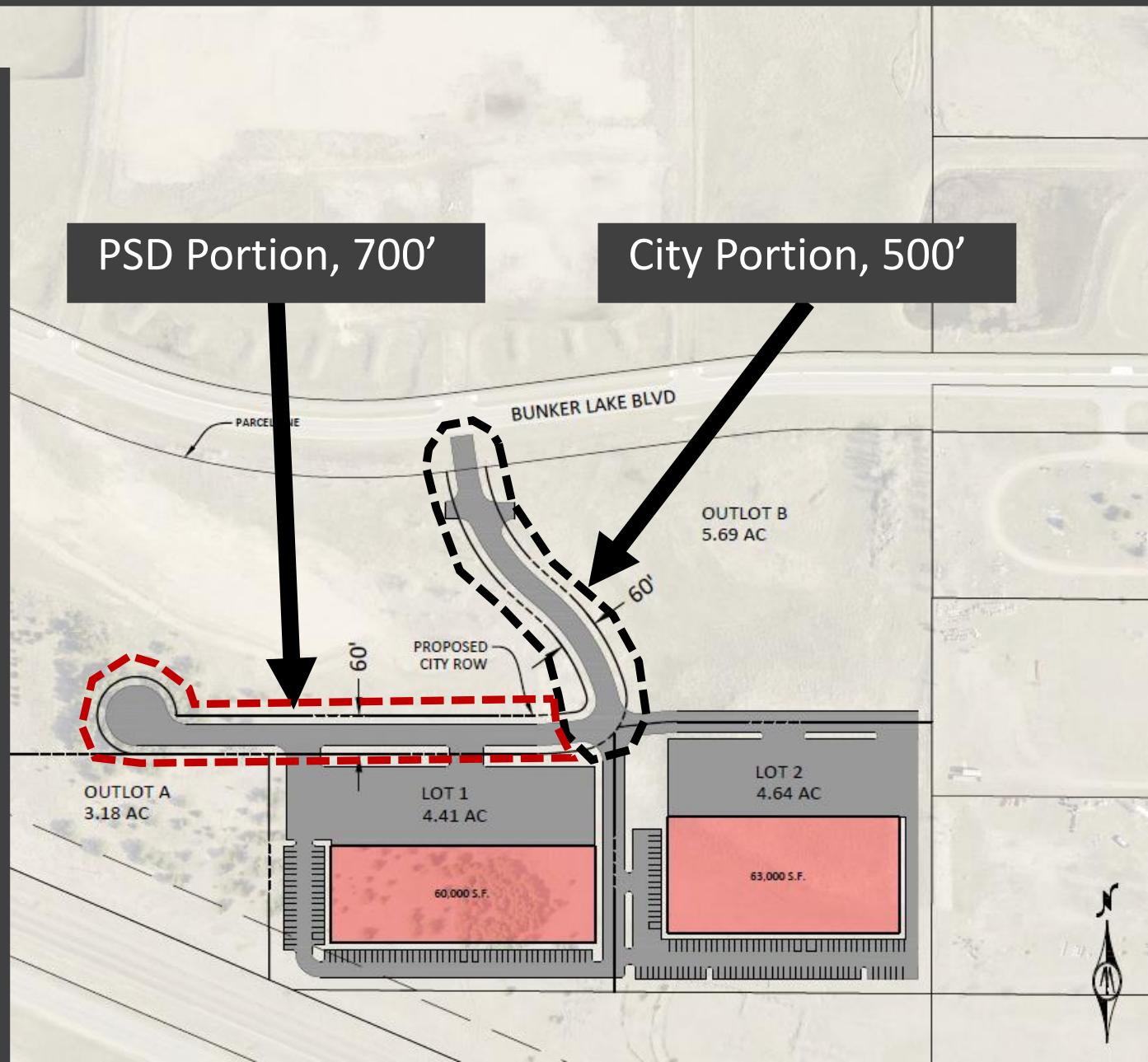
Request A Staff Notes:

- Proposed public roadway will be about 1,200'. The entire 1,200' roadway will be constructed by PSD immediately.

- PSD is requesting reimbursement from the City for 500' of the internal public roadway (or about 42% of the total lineal feet).

In summary, in the past, the City typically has paid for all (100%) or a portion (60%) of public infrastructure located within industrial parks/ commercial areas.

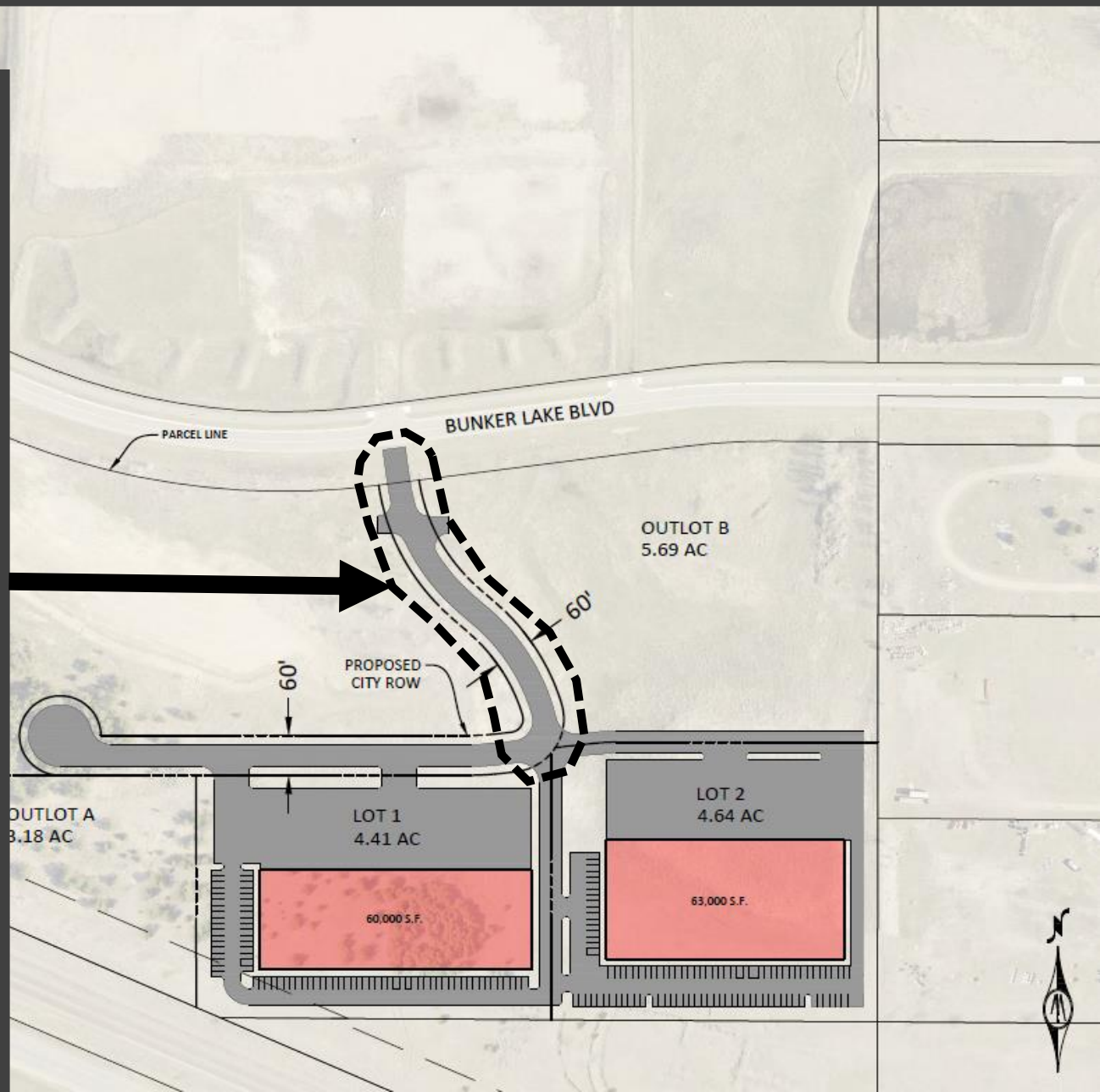
Both staff and Ehlers do not believe this request should be processed as a formal business subsidy request. This request should be considered a stand alone infrastructure negotiation process.



Request A: Mass Site Prep

Request A Specifications:

- City to reimburse PSD for phase 1 of the public roadway upon completion (250K request).
- PSD would design/ construct/ administer/ and upfront fund project.
- PSD would make this an attractive corporate style entrance, divided road, with median, tree plantings, and monument signs.
- PSD is open to discussing maintaining the road.
- City would fund via EDA Fund, ACHRA, or TIF #1. Agreement carried out via MOU. No formal business subsidy needed. This is a negotiable item for funding (i.e. public roadways).



City Assistance Requests: B

(A) Mass Site Preparation Improvements, Sub Total: $4.49M

Assistance Request: City pay for 1st phase of public roadway
Assistance Amount: 250K (5.5%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

(B) Industrial Building #1, 60K SF, Speculative, Sub Total: $5.4M

Assistance Request: City provide 9-year ED TIF District
Assistance Amount: 234K PV (4.3%)
Funding Source: new ED TIF District #16, pay-go only, PSD paid $10K fee

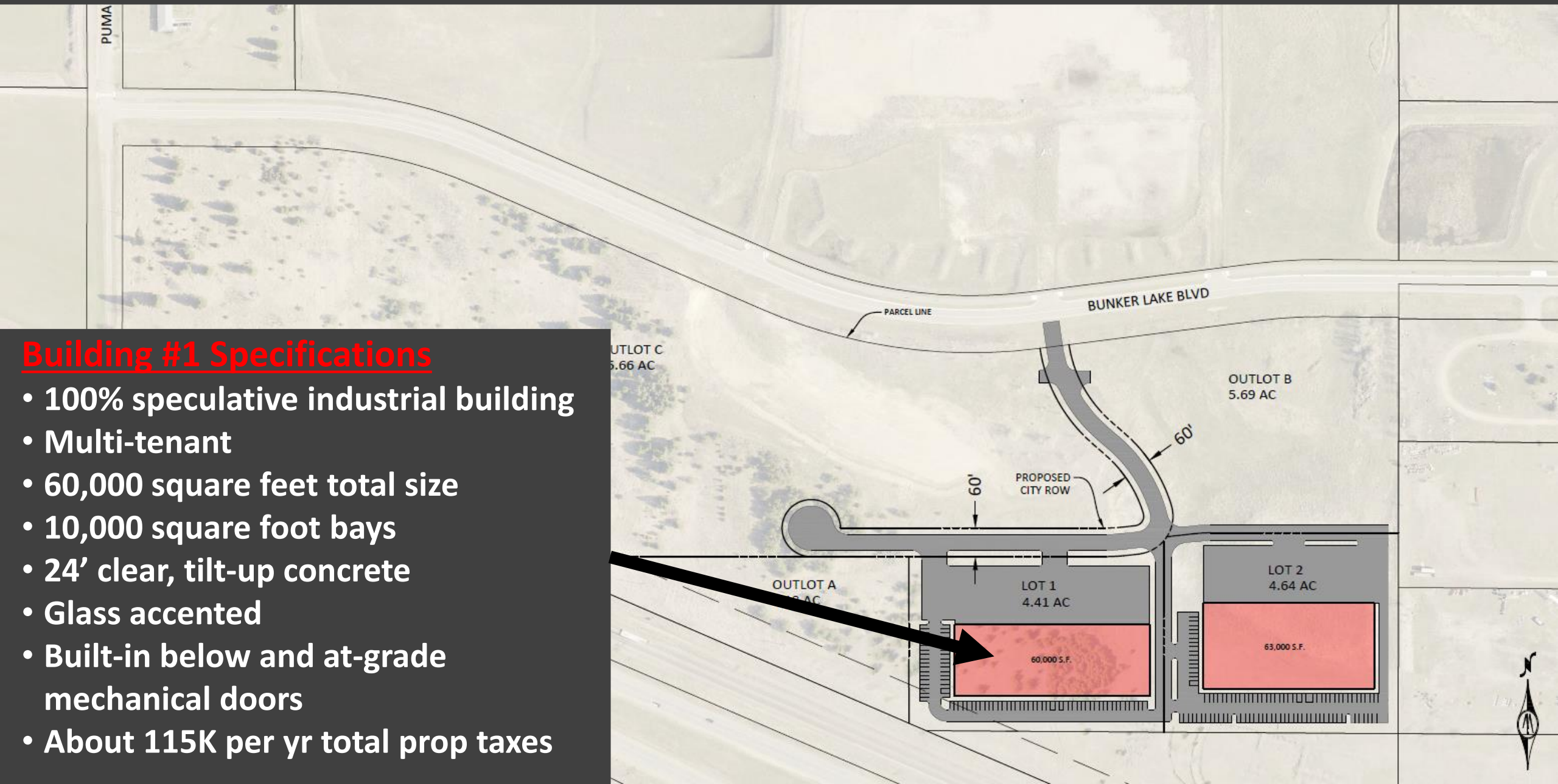
(C) Industrial Building #2, 56K SF, Adrenaline Sports Center, Sub Total: $5.0M

Assistance Request: City provide 200K-250K incentive
Assistance Amount: 200K-250K (4.0%-5.0%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

Request B: Building 1

Building #1 Specifications

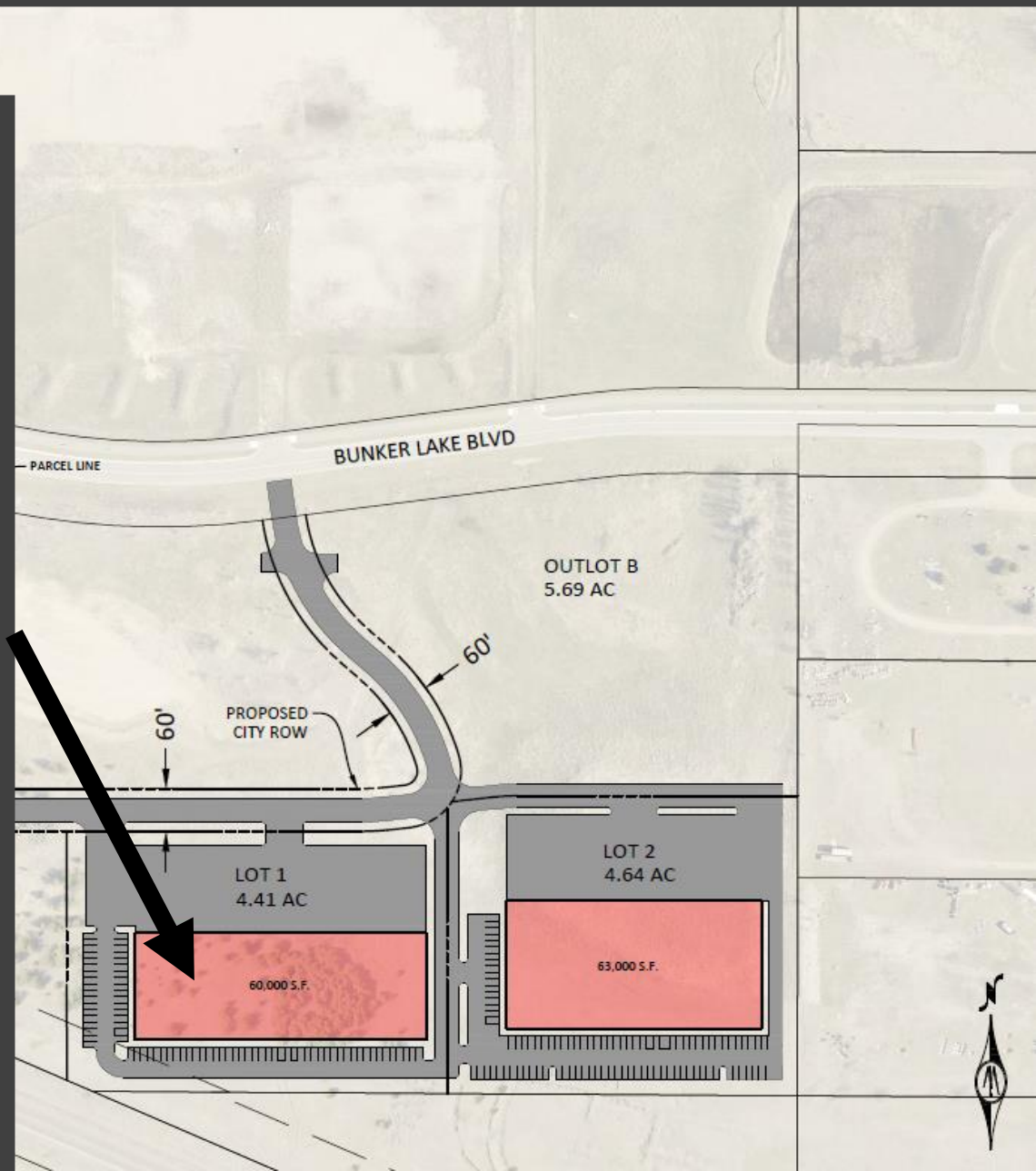
- 100% speculative industrial building
- Multi-tenant
- 60,000 square feet total size
- 10,000 square foot bays
- 24’ clear, tilt-up concrete
- Glass accented
- Built-in below and at-grade mechanical doors
- About 115K per yr total prop taxes



Request B: Building 1

Request B Specifications:

- City to establish TIF district #16 and provide PSD pay-go TIF, over 9 years (234K request).
- TIF would be used by PSD for reimbursement of eligible TIF costs (site work, parking, storm water, etc.).
- PSD paid $10K to apply for, and to set up, a new TIF district. Ehlers has completed underwriting, and has made a recommendation.
- Existing tax base remains in place (frozen). New tax base created by PSD (TIF) is repaid back to PSD for 9 years. NOTE: Fiscal Disparities is not included in TIF payments back to PSD, which means PSD will be contributing new dollars, which benefits the city.



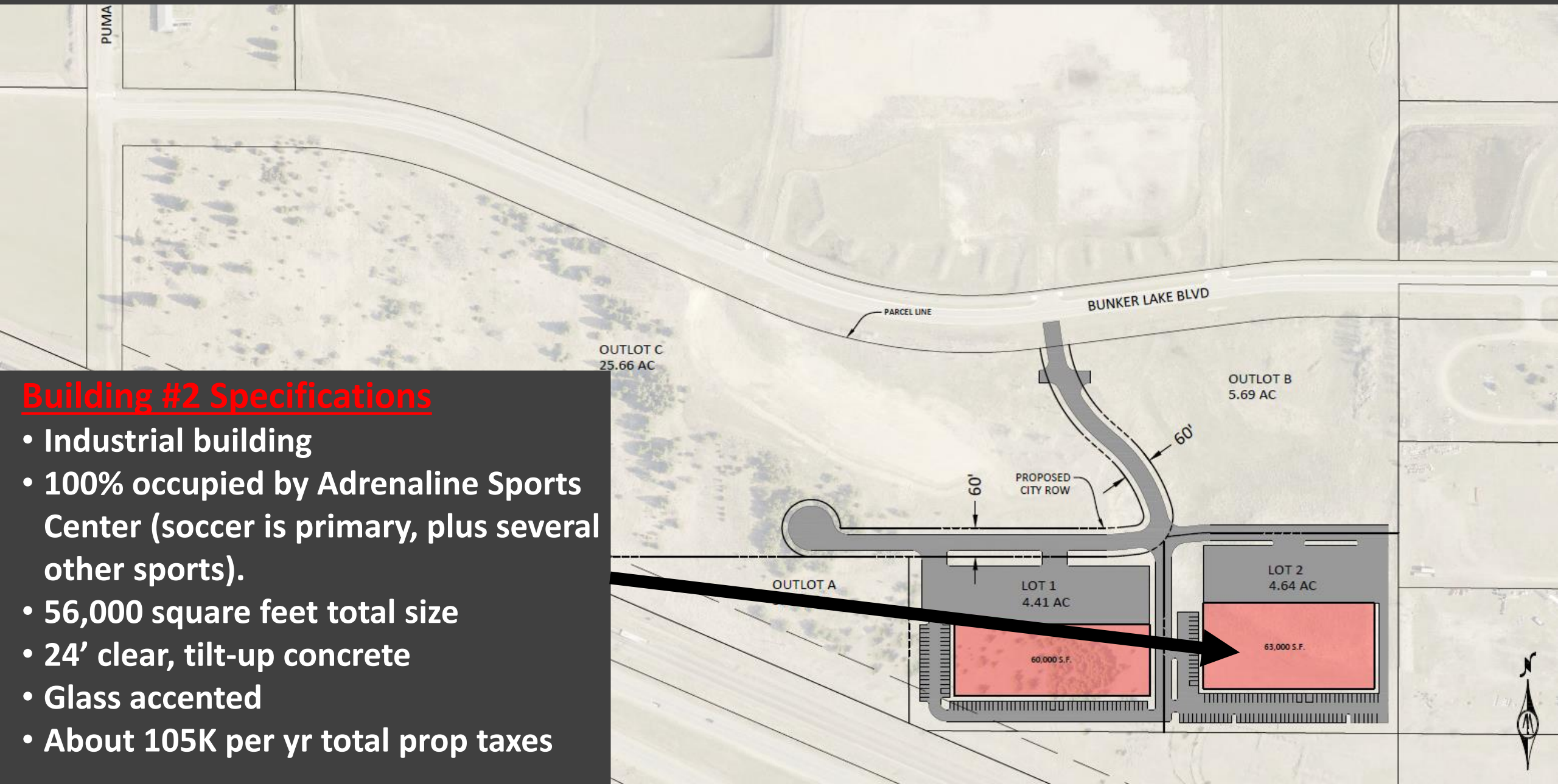
City Assistance Request: C

(A) Mass Site Preparation Improvements, Sub Total: $4.49M
Assistance Request: City pay for 1st phase of public roadway
Assistance Amount: 250K (5.5%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

(B) Industrial Building #1, 60K SF, Speculative, Sub Total: $5.4M
Assistance Request: City provide 9-year ED TIF District
Assistance Amount: 234K PV (4.3%)
Funding Source: new ED TIF District #16, pay-go only, PSD paid $10K fee

(C) Industrial Building #2, 56K SF, Adrenaline Sports Center, Sub Total: $5.0M
Assistance Request: City provide 200K-250K incentive
Assistance Amount: 200K-250K (4.0%-5.0%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

Request C: Building 2



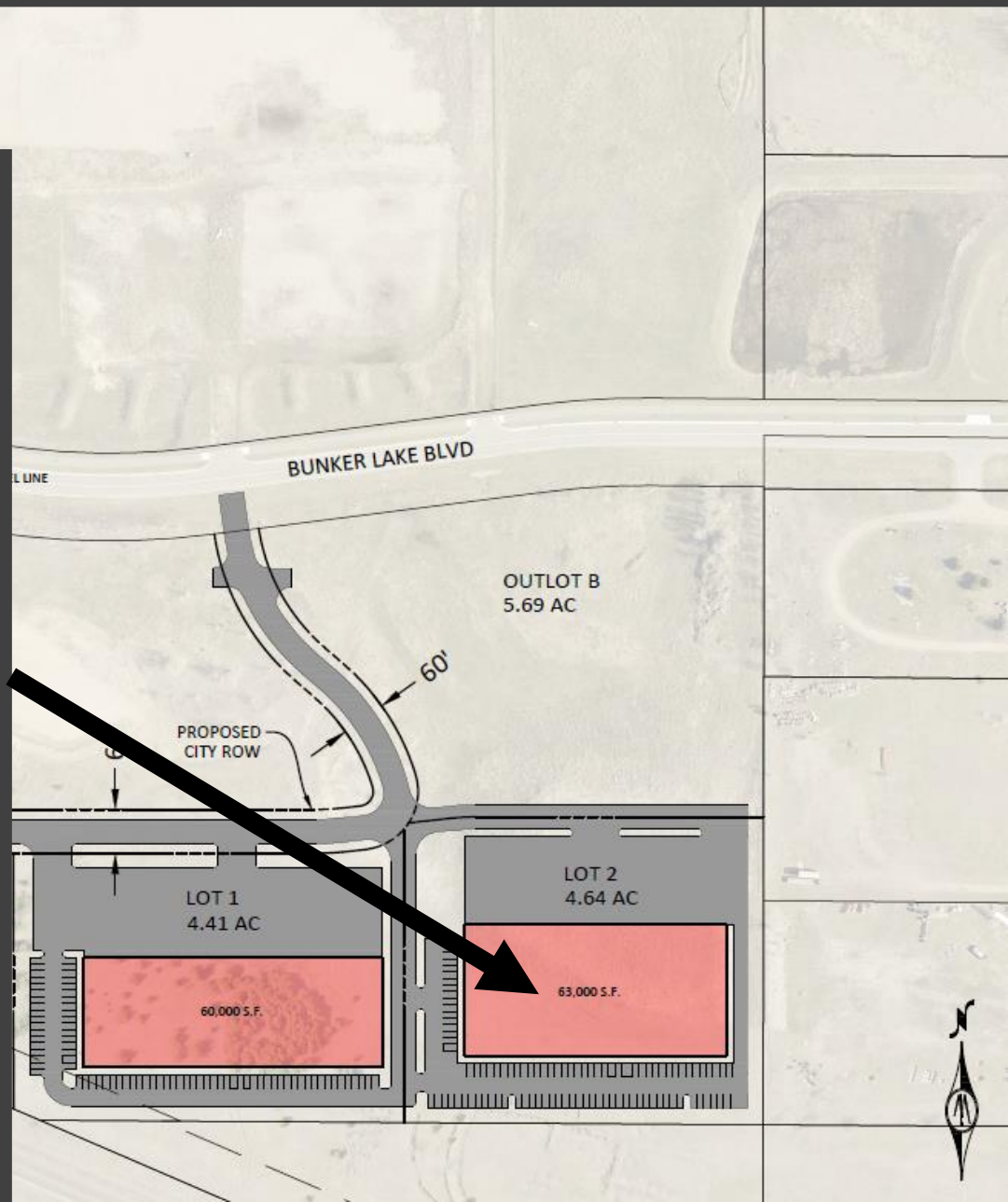
Building #2 Specifications

- Industrial building
- 100% occupied by Adrenaline Sports Center (soccer is primary, plus several other sports).
- 56,000 square feet total size
- 24’ clear, tilt-up concrete
- Glass accented
- About 105K per yr total prop taxes

Request C: Building 2

Request C Specifications:

- City to provide PSD one-time incentive payment (200K-250K request).
- Payment would be used by PSD for reimbursement of eligible costs (site work, parking, storm water, etc.).
- PSD paid $7.5K to apply for this assistance. City needs to decide on accepting PSD application, process in July.
- Because this is not a TIF request, 100% of the new and existing tax base will immediately benefit the City.
- Funding source will be the EDA Fund, ACHRA Fund, or TIF #1. Staff will narrow this down, if project moves forward.



City Assistance Requests: ALL

(A) Mass Site Preparation Improvements, Sub Total: $4.49M

Assistance Request: City pay for 1st phase of public roadway
Assistance Amount: 250K (5.5%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

(B) Industrial Building #1, 60K SF, Speculative, Sub Total: $5.4M

Assistance Request: City provide 9-year ED TIF District
Assistance Amount: 234K PV (4.3%)
Funding Source: new ED TIF District #16, pay-go only, PSD paid $10K fee

(C) Industrial Building #2, 56K SF, Adrenaline Sports Center, Sub Total: $5.0M

Assistance Request: City provide 200K-250K incentive
Assistance Amount: 200K-250K (4.0%-5.0%)
Funding Source: EDA Fund, ACHRA Fund, and/or TIF #1

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-134

RESOLUTION CALLING FOR A PUBLIC HEARING BY THE CITY COUNCIL REGARDING A PROPOSED BUSINESS SUBSIDY TO BE GRANTED TO PSD, LLC

WHEREAS, the Ramsey City Council shall meet on July 25, 2017, at approximately 7:00 P.M., to hold a public hearing on the proposed granting of a business subsidy, pursuant to and in accordance with Minnesota Statutes, Sections 116J.993 to 116J.995, inclusive, as amended. The proposed subsidy involves the construction of an approximately 58,000 square foot industrial building in the City of Ramsey and will result in an increase in the tax base of the City. The creation or retention of jobs is not a goal of the subsidy; and

WHEREAS, City staff is authorized and directed to work with Ehlers & Associates, Inc., to cause notice of the hearing to be published at least once in the official newspaper of the City not later than 10, nor more than 30, days prior to July 25, 2017, and to place a copy of the business subsidy agreement on file in the City Administrator's office at City Hall and to make such copy available for inspection by the public.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1) That the Ramsey City Council hereby calls for a public hearing to be scheduled for Tuesday, July 25, 2017, regarding a proposed business subsidy for PSD, LLC.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June, 2017.

Sarah Strommen, Mayor

ATTEST:

Jo Ann M. Thieling, City Clerk

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 3.**

Meeting Date: 06/27/2017

By: Diana Lund, Finance

Information

Title:

Adopt Resolution # 17-06-158 Providing for the Sale of $895,000 General Obligation Road Reconstruction Bonds, Series 2017A

Purpose/Background:

Purpose: To provide funding for road reconstruction projects via the issuance of Street Reconstruction Bonds.

Background: Over the past several years, much discussion has taken place over the financing of road improvements. These needed improvements: Sealcoats, Overlays and Reconstructions are based on the 60-year Long-Term Street Maintenance Program that the engineering department had compiled on all of the city's streets based on a PASER rating (the lower the PASER rating, the worse the road). Based on the Long-Term Street Maintenance Program, it was estimated that the cost to address the highest priority projects averaged $2.2M over the first five years and increased after that. Of the estimated $2.2M, $500,000 would be funded from the General Fund and the remainder from the issuance of debt. The payment of said debt would be paid from an annual tax levy and assessment to benefiting parties.

The year 2015 was the first year that the City issued road reconstruction debt to fund the first road reconstruction project (Garnet and 168th Avenue) as outlined in the Long-Term Street Maintenance Program. and the 2015-2019 Capital Improvement Plan (5-Year Road Plan that was adopted in 2015 and that outlined the respective projects and costs for years 2015-2019). The City issued a total of $1,205,000 GO Street Reconstruction bonds in 2015 for Garnet/168th Avenue reconstruction and overlay projects.

The second road reconstruction project to be undertaken per the Street Maintenance Program and the 2015-2019 Capital Improvement Plan was Andrie Street and 164th Lane. The City issued a total of $1,650,000 GO Street Reconstruction bonds in 2016 to fund these improvements.

The third year of road reconstruction projects to be undertaken per the Street Maintenance Program and the 2015-2019 Capital Improvement Plan is Alpine Drive and Sunwood Drive. Again, the proposed funding is to come from the issuance of Street Reconstruction Bonds. The total bonding amount required for both projects (hard & soft costs) is estimated at

approximately $895,000.

The issuance of General Obligation Street Reconstruction Bonds will be used to **fund the street reconstruction portion only** of the project. Storm water utility costs related to either of the projects will be funded from the storm water utility fund.

If authorized, The GO Street Reconstruction Bonds are scheduled to be sold the morning of July 25, 2017, with approval of the sale and terms brought forward to the City Council for their approval that same evening (July 25, 2017).

Notification:

Ehlers and Associates, the City's financial consultant, has prepared a Presale Report of the Bond issue which is attached. The Presale Report reflects the bond issuance in the amount of $895,000 with an all inclusive interest rate of approximately 3%. The term of the bond is for 10 years with the annual debt service averaging $95,000. The payment of this debt will be funded via the annual property tax levy and a 25% assessment on benefitting properties. The first year of this levy will be for 2018 payable.

Observations/Alternatives:

1. Motion to Adopt Resolution #17-06-158 Approving the Issuance of General Obligation Street Reconstruction Bonds

#2. Motion to not Adopt Resolution #17-06-158 at this time

Funding Source:

The issuance of Street Reconstruction Bonds (and a percentage from special assessments) will fund the Sunwood Drive and Alpine Drive Road Reconstructions as outlined in the Long-Term Street Maintenance Program and the 2015-2019 CIP.

Recommendation:

Staff recommends Alternative #1 as this is the authorization to issue debt with final approval of the acceptance of the bond sale terms at the City Council's regular July 25, 2017 meeting. The issuance of debt follows the direction that City Council authorized as the funding mechanism of how road reconstruction projects were to be funded (with a portion funded via special assessments).

Action:

Motion to Adopt Resolution #17-06-158 Providing for the Sale of $895,000 General Obligation Street Reconstruction Bonds

---

Attachments

Reso #17-06-158

Presale Report $895,000 GO Road Recon Bond

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:00 AM
Diana Lund (Originator)	Diana Lund	06/22/2017 02:19 PM
Form Started By: Diana Lund		Started On: 05/31/2017 03:08 PM
Final Approval Date: 06/22/2017		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-158

A RESOLUTION PROVIDING FOR THE SALE OF $895,000 GENERAL OBLIGATION ROAD RECONSTRUCTION BONDS, SERIES 2017A

A. **WHEREAS,** the City Council of the City of Ramsey, Minnesota has heretofore determined that it is necessary and expedient to issue the City's $895,000 General Obligation Road Reconstruction Bonds, Series 2017A (the "Bonds"), to finance it 2017 road reconstruction projects in the City; and

B. **WHEREAS**, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.

2. Meeting; Proposal Opening. The City Council shall meet at 7:00 p.m. on July 25, 2017, for the purpose of considering proposals for and awarding the sale of the Bonds.

3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by councilmember _____ and upon vote taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly adopted by the Ramsey City Council this the 27th day of June, 2017.

_____

Mayor

ATTEST:

_____

City Clerk

June 27, 2017

Pre-Sale Report for

City of Ramsey, Minnesota

$895,000 General Obligation Road Reconstruction Bonds, Series 2017A

Prepared by:

Stacie Kvilvang, CIPMA
Senior Municipal Advisor/Director

And

Jason Aarsvold, CIPMA
Municipal Advisor

And

James Lehnhoff
Municipal Advisor

Executive Summary of Proposed Debt

Proposed Issue:	$895,000 General Obligation Road Reconstruction Bonds, Series 2017A
Purposes:	The proposed issue includes financing for the City's following 2017 road reconstruction projects: • Alpine Street. Debt service will be paid from ad valorem property taxes. • Sunwood Drive. Debt service will be paid from special assessments. It is the intent of the City to levy special assessments in the amount of approximately $105,000 to benefiting property owners. These assessments will be levied in 2017 for collection in years 2018 through 2027 at a rate of 2% over the True Interest Cost of the proposed Bonds. Annual assessments are paid on an equal principal basis. The City anticipates receiving $21,000 in prepayments (approximately 20%) so the Bond size has been reduced accordingly.
Authority:	The Bonds are being issued pursuant to Minnesota Statutes, Chapter: • 475.58 3b The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged. The Bonds count against the City's General Obligation Debt Capacity Limit of 3% of estimated market value (EMV). In the City the pay 2017 EMV is $2,236,219,500. Therefore, the total amount of outstanding debt cannot exceed $67,086,585. As of June 21, 2017 the City has $22,825,000 subject to the legal debt limit. The City held the required public hearing on it 5-year street reconstruction plan on March 10, 2015.
Term/Call Feature:	The Bonds are being issued for an 11-year term. Principal on the Bonds will be due on January 15 in the years 2018 through 2027. Interest is payable every six months beginning June 15, 2018. The Bonds maturing on and after January 15, 2027 will be subject to prepayment at the discretion of the City on January 15, 2026 or any date thereafter.
Bank Qualification:	Because the City is expecting to issue no more than $10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.

Rating:	The City's most recent bond issues were rated AA+ by Standard & Poor's. The City will request a new rating for the Bonds. If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.
Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of General Obligation Street Reconstruction Bonds as a suitable financing option because - This is a viable option available to finance this type of project under State law - This is the most overall cost effective option that still maintains future flexibility for the repayment of debt - These projects were anticipated when the City completed their street reconstruction plan in 2015 and held the required public hearing to finance these projects under this authority This coincides with the City's past practices to finance these types of projects with this type of debt issue.
Method of Sale/Placement:	In order to obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks. We have included an allowance for discount bidding equal to 1.50% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction. If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount. **Premium Bids:** Under current market conditions, most investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium." The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a $2,000,000 offering may receive bids that result in proceeds of $2,040,000 to $2,200,000. For this issue of Bonds we have been directed to use the premium to increase the net proceeds for the project. The adjustments may slightly change the true interest cost of the original bid, either up or down.

	You have the choice to limit the amount of premium in the bid specifications. This may result in fewer bids, but it may also eliminate large adjustments on the day of sale and other uncertainties.
Review of Existing Debt:	We have reviewed all outstanding indebtedness for the City and find that there are no refunding opportunities at this time. We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.
Continuing Disclosure:	Because the City has more than $10,000,000 in outstanding debt (including this issue), the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt obligations/tax credit obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Nonarbitrage Certificate prepared by your Bond Attorney and provided at closing. You have retained Ehlers to assist you with compliance with these rules.
Risk Factors:	If significant amounts of prepayments of special assessments are received, the levy may need to be increased in future years because the City's investment earnings on additional prepayments will likely be less than the assessment rate.

Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us. **Bond Attorney:** Briggs and Morgan, Professional Association **Paying Agent:** Bond Trust Services Corporation **Rating Agency:** Standard & Poor's Global Ratings (S&P)

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.

Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	June 27, 2017
Distribute Official Statement:	Week of July 7, 2017
Conference with Rating Agency:	Week of July 18, 2017
City Council Meeting to Award Sale of the Bonds:	July 25, 2017
Estimated Closing Date:	August 17, 2017

Attachments

Sources and Uses of Funds

Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed With Bond Sale

Ehlers Contacts

Municipal Advisors:	Stacie Kvilvang	(651) 697-8506
	Jason Aarsvold	(651) 697-8512
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Alicia Gage	(651) 697-8551

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.

City of Ramsey, Minnesota

$895,000 General Obligation Road Reconstruction Bonds, Series 2017A
Issue Summary
Assumes Current Market BQ AA+ Rates plus 25bps

Total Issue Sources And Uses

Dated 08/17/2017 | Delivered 08/17/2017

	Alpine Street	Sunwood Drive	Issue Summary
Sources Of Funds			
Par Amount of Bonds	$395,000.00	$500,000.00	$895,000.00
Prepaid Assessments	-	21,000.00	21,000.00
Total Sources	**$395,000.00**	**$521,000.00**	**$916,000.00**
Uses Of Funds			
Total Underwriter's Discount (1.500%)	5,925.00	7,500.00	13,425.00
Costs of Issuance	14,564.25	18,435.75	33,000.00
Deposit to Project Construction Fund	370,000.00	495,000.00	865,000.00
Rounding Amount	4,510.75	64.25	4,575.00
Total Uses	**$395,000.00**	**$521,000.00**	**$916,000.00**

EHLERS
LEADERS IN PUBLIC FINANCE

City of Ramsey, Minnesota

$895,000 General Obligation Road Reconstruction Bonds, Series 2017A
Issue Summary
Assumes Current Market BQ AA+ Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
08/17/2017	-	-	-	-	-
06/15/2018	-	-	13,747.32	13,747.32	-
12/15/2018	80,000.00	1.250%	8,303.75	88,303.75	102,051.07
06/15/2019	-	-	7,803.75	7,803.75	-
12/15/2019	85,000.00	1.350%	7,803.75	92,803.75	100,607.50
06/15/2020	-	-	7,230.00	7,230.00	-
12/15/2020	90,000.00	1.550%	7,230.00	97,230.00	104,460.00
06/15/2021	-	-	6,532.50	6,532.50	-
12/15/2021	90,000.00	1.650%	6,532.50	96,532.50	103,065.00
06/15/2022	-	-	5,790.00	5,790.00	-
12/15/2022	90,000.00	1.750%	5,790.00	95,790.00	101,580.00
06/15/2023	-	-	5,002.50	5,002.50	-
12/15/2023	90,000.00	1.950%	5,002.50	95,002.50	100,005.00
06/15/2024	-	-	4,125.00	4,125.00	-
12/15/2024	90,000.00	2.050%	4,125.00	94,125.00	98,250.00
06/15/2025	-	-	3,202.50	3,202.50	-
12/15/2025	90,000.00	2.200%	3,202.50	93,202.50	96,405.00
06/15/2026	-	-	2,212.50	2,212.50	-
12/15/2026	90,000.00	2.250%	2,212.50	92,212.50	94,425.00
06/15/2027	-	-	1,200.00	1,200.00	-
12/15/2027	100,000.00	2.400%	1,200.00	101,200.00	102,400.00
Total	**$895,000.00**	**-**	**$108,248.57**	**$1,003,248.57**	**-**

Yield Statistics

Bond Year Dollars	$5,323.36
Average Life	5.948 Years
Average Coupon	2.0334628%
Net Interest Cost (NIC)	2.2856531%
True Interest Cost (TIC)	2.2989993%
Bond Yield for Arbitrage Purposes	2.0248218%
All Inclusive Cost (AIC)	2.9977870%

IRS Form 8038

Net Interest Cost	2.0334628%
Weighted Average Maturity	5.948 Years

City of Ramsey, Minnesota

$895,000 General Obligation Road Reconstruction Bonds, Series 2017A
Issue Summary
Assumes Current Market BQ AA+ Rates plus 25bps

Detail Costs Of Issuance

Dated 08/17/2017 | Delivered 08/17/2017

COSTS OF ISSUANCE DETAIL

Municipal Advisor	$13,000.00
Bond Counsel (Briggs and Morgan)	$9,500.00
Rating Agency Fee (S&P)	$9,500.00
Miscellaneous	$1,000.00
TOTAL	**$33,000.00**

EHLERS
LEADERS IN PUBLIC FINANCE

City of Ramsey, Minnesota

$895,000 General Obligation Road Reconstruction Bonds, Series 2017A

Issue Summary

Assumes Current Market BQ AA+ Rates plus 25bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Assessments	Levy/(Surplus)
12/15/2017	-	-	-	-	-	-	-
12/15/2018	80,000.00	1.250%	22,051.07	102,051.07	107,153.62	11,851.47	95,302.15
12/15/2019	85,000.00	1.350%	15,607.50	100,607.50	105,637.88	11,650.80	93,987.08
12/15/2020	90,000.00	1.550%	14,460.00	104,460.00	109,683.00	11,289.60	98,393.40
12/15/2021	90,000.00	1.650%	13,065.00	103,065.00	108,218.25	10,928.40	97,289.85
12/15/2022	90,000.00	1.750%	11,580.00	101,580.00	106,659.00	10,567.20	96,091.80
12/15/2023	90,000.00	1.950%	10,005.00	100,005.00	105,005.25	10,206.00	94,799.25
12/15/2024	90,000.00	2.050%	8,250.00	98,250.00	103,162.50	9,844.80	93,317.70
12/15/2025	90,000.00	2.200%	6,405.00	96,405.00	101,225.25	9,483.60	91,741.65
12/15/2026	90,000.00	2.250%	4,425.00	94,425.00	99,146.25	9,122.40	90,023.85
12/15/2027	100,000.00	2.400%	2,400.00	102,400.00	107,520.00	8,761.20	98,758.80
Total	**$895,000.00**	**-**	**$108,248.57**	**$1,003,248.57**	**$1,053,411.00**	**$103,705.47**	**$949,705.53**

Significant Dates

Dated	8/17/2017
First Coupon Date	6/15/2018

Yield Statistics

Bond Year Dollars	$5,323.36
Average Life	5.948 Years
Average Coupon	2.0334628%
Net Interest Cost (NIC)	2.2856531%
True Interest Cost (TIC)	2.2989993%
Bond Yield for Arbitrage Purposes	2.0248218%
All Inclusive Cost (AIC)	2.9977870%

EHLERS
LEADERS IN PUBLIC FINANCE

City of Ramsey, Minnesota

$84,000 General Obligation Road Reconstruction Bonds, Series 2017A

Assessments

2.0% over TIC (round to nearest .25%) - Equal Principal

Assessments

Date	Principal	Coupon	Interest	Total P+I
12/15/2018	8,400.00	4.300%	3,451.47	11,851.47
12/15/2019	8,400.00	4.300%	3,250.80	11,650.80
12/15/2020	8,400.00	4.300%	2,889.60	11,289.60
12/15/2021	8,400.00	4.300%	2,528.40	10,928.40
12/15/2022	8,400.00	4.300%	2,167.20	10,567.20
12/15/2023	8,400.00	4.300%	1,806.00	10,206.00
12/15/2024	8,400.00	4.300%	1,444.80	9,844.80
12/15/2025	8,400.00	4.300%	1,083.60	9,483.60
12/15/2026	8,400.00	4.300%	722.40	9,122.40
12/15/2027	8,400.00	4.300%	361.20	8,761.20
Total	**$84,000.00**	**-**	**$19,705.47**	**$103,705.47**

Significant Dates

Filing Date	1/01/2018
First Payment Date	12/15/2018

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 4.**

Meeting Date: 06/27/2017

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #17-06-147 Accepting Bids and Awarding Contract for Improvement Project #17-03, 2017 Crackseal and Sealcoat Improvements

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #17-06-147 accepting bids and awarding a Contract for Improvement Project #17-03, 2017 Crackseal and Sealcoat Improvements.

Background:

Plans and specifications for Improvement Project #17-03 were prepared in-house and are attached for reference. The plans call for approximately 0.24 miles of City streets to receive crackseal improvements, and approximately 13.41 miles of streets to receive crackseal and sealcoat improvements. These streets were selected using criteria including Pavement and Surface Evaluation Ratings, maintenance histories, along with other, less tangible, criteria.

Plans include a base bid plus 4 alternate bids. This approach, which was discussed with Council, was intended to allow a base bid to be accepted, along with some combination of alternate bids such that most or all of the $500,000 budgeted annually for this work can be spent without bidding another crackseal and sealcoat project after the fact. Streets colored magenta on the attached plans are included in the base bid, while streets colored orange are included in the 4 alternate bids identified as alternates A through D on their respective plan sheets. Alternate bids are ordered based on the recommendations of staff such that alternate A should be approved first, followed by alternate B, then alternate C, and lastly alternate D.

Staff is not proposing to fog seal any streets this year. Numerous other cities fog seal over new sealcoat applications due to reported benefits including that the pavement looks newer longer, that the life of the sealcoat is extended due to reduced loss of rock over time, and that less complaints are received regarding the amount of rock tracked into garages, homes and businesses, but staff in Ramsey has not observed these benefits. In 2016, fog seal was applied over a newly sealcoated street in Ramsey Meadows 2 nd Addition so it would blend into the rest of the street, and the parking lot at Fire Station 1 was fogsealed to prevent rock migration into the Station bays. However, no appreciable benefit was observed in either location. In 2015, fog seal was applied on several streets but no appreciable benefit has been observed to date. It is therefore staff's opinion that the benefits for fog sealing do not generally justify the additional cost.

Dresser trap rock will be used in place of granite rock chips again due primarily to the increased availability of trap rock and decreased availability of granite rock chips.

The City Council accepted plans and specifications and authorized advertisements for bids on May 23rd. Bids were advertised May 26th and June 2nd. On June 21st, three (3) sealed bids were received and were publicly opened and

read aloud. All bids were checked for errors and omissions, and were tabulated. The bids were competitive and favorable, complied with the advertisement for bids, and no bid adjustments were required. A summary of the bids is shown below and is included in the attached resolution.

CONTRACTOR	**TOTAL BID (BASE BID + 4 ALT. BIDS)**
Allied Blacktop Company	$358,217.14
Pearson Brothers, Inc.	$361,037.13
Asphalt Surface Technologies Corp.	$438,525.45
Engineer's Estimate	*$443,836.70*

The bid of Allied Blacktop Company of Maple Grove, Minnesota, in the amount of $358,217.14 for the base bid plus 4 alternates in accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder. Their bid is $85,619.56 (19.3%) less than the engineer's estimate of $443,836.70.

If Council accepts bids and awards a Contract to Allied Blacktop Company, staff will issue a Notice of Award to initiate execution of a Contract and issuance of the required bonds and insurance. The City Attorney will then verify that the Contract, bonds, and insurance are in proper legal form prior to execution of the Contract. After the Contract is executed, a Notice to Proceed will be issued allowing construction to commence.

A preconstruction meeting will be conducted before construction begins. At this meeting, the contractor will provide the City with their sealcoat mix design and proposed schedule. Staff will then prepare and mail postcards to all property owners having immediate access onto streets being cracksealed and sealcoated to notify them of the proposed improvements and construction schedule, and to provide contact information and other pertinent project details.

Per the project specifications, work may not begin until July 10th, and work must be complete by August 18th, including all striping.

Notification:

Advertisements for bids were published in the Anoka Union Herald and in Finance and Commerce on May 26th and June 2nd.

Observations/Alternatives:

Alternatives:

Alternative #1 - Motion to adopt Resolution #17-06-147 accepting bids and awarding a Contract to Allied Blacktop Company in the amount of $358,217.14 for the base bid and four alternate bids for Improvement Project #17-03, 2017 Crackseal and Sealcoat Improvements, and to direct Public Works to use the remaining street maintenance budget funds to complete additional spray patching in 2017.

Alternative #2 - Motion to adopt Resolution #17-06-147 accepting bids and awarding a Contract to Allied Blacktop Company in the amount of $358,217.14 for the base bid and four alternate bids for Improvement Project #17-03, 2017 Crackseal and Sealcoat Improvements.

Alternative #3 - Motion of other.

Funding Source:

The low bid submitted by Allied Blacktop Company of Maple Grove, Minnesota, is $358,217.14. After adding 14% indirect costs for administrative (5%), engineering (7%), finance (1%), and legal (1%) costs, total project costs become $408,367.57.

These improvements are proposed to be funded using the $500,000 budgeted annually for pavement crackseal and sealcoat projects. However, Council previously approved using up to $70,000 of this budget to spray patch

miscellaneous streets in 2017 ($35,000), and to complete ground penetrating radar and geotechnical evaluations on streets proposed to be milled and overlaid and reconstructed in future years which was estimated to cost $35,000 but is now known to cost $27,771. This leaves approximately $28,861 unused. The Public Works Department is requesting these funds to complete additional spray patching in 2017.

Recommendation:

Staff recommends alternative #1.

Action:

Motion to adopt Resolution #17-06-147 accepting bids and awarding a Contract to Allied Blacktop Company in the amount of $358,217.14 for the base bid and four alternate bids for Improvement Project #17-03, 2017 Crackseal and Sealcoat Improvements, and to direct Public Works to use the remaining street maintenance budget funds to complete additional spray patching in 2017.

Attachments

Resolution 1706147

IP1703 Plans & Specs

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	06/22/2017 10:22 AM
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:36 AM
Form Started By: Bruce Westby		Started On: 06/19/2017 06:50 AM
Final Approval Date: 06/22/2017		

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-147

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR IMPROVEMENT PROJECT #17-03, 2017 CRACKSEAL AND SEALCOAT IMPROVEMENTS

WHEREAS, the City of Ramsey adopted a budget for 2017 including $500,000 to crackseal and sealcoat various public streets as part of the City's annual Street Maintenance Program; and

WHEREAS, the City Engineer prepared plans and specifications for the purpose of advertising for bids for the same improvements; and

WHEREAS, pursuant to Ramsey City Council resolution #17-05-118, adopted May 23, 2017, the City Council accepted final plans and specifications and authorized advertisements for bids for said improvements; and

WHEREAS, bids were received, opened, and tabulated on June 21, 2017, and the following bids were found to comply with the advertisement for bids; and

CONTRACTOR	**TOTAL BID (BASE BID + 4 ALT. BIDS)**
Allied Blacktop Company	$358,217.14
Pearson Brothers, Inc.	$361,037.13
Asphalt Surface Technologies Corp.	$438,525.45
Engineer's Estimate	*$443,836.70*

WHEREAS, the bid of Allied Blacktop Company of Maple Grove, Minnesota, in the amount of $358,217.14 for the base bid plus 4 alternates in accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder and their bid shall be and hereby is accepted.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey.

2) The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids at such time that a contract has been executed.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS FOR
CITY OF RAMSEY, MINNESOTA
2017 STREET MAINTENANCE PROGRAM
17-03 CRACK SEAL AND SEAL COAT

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.

Leonard Linton, P.E.

Date: May 23, 2017 License No. 21112

Prepared By:

City of Ramsey
Engineering Department
7550 Sunwood Drive N.W.
Ramsey, Minnesota 55303
(763) 427-1410

May 2017

GENERAL INDEX

Title Page		i
General Index		ii
Advertisement for Bids	AB	1
Information for Bidders	IB	1-3
Bid Proposal	BP	1-4
Responsible Contractor Certification	RC	1-2
General Conditions	GC	1-27
Bituminous Cracksealing Technical Specifications	BCTS	1
Sealcoating Technical Specifications	SCTS	1-5
Special Provisions	SP	1-2
Contract	C	1-4
Certificate of City's Attorney	CA	1

ADVERTISEMENT FOR BIDS

The City of Ramsey will receive sealed bids until Wednesday, June 21, 2017, at 10:00 a.m. for furnishing all labor, material, machinery and tools necessary for City Improvement Project 17-03, 2017 Crackseal and Sealcoat Improvements, at which time bids will be publicly opened at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN.

The work generally consists of crack sealing and seal coating approximately 13.7 miles of municipal streets throughout the City of Ramsey. Primary estimated quantities include 59,112 pounds crack seal material, 63,453 gallons CRS-2 bituminous material, 3,927 gallons CRS-2P bituminous material, and 238,094 square yards trap rock.

It is anticipated that a contract will be awarded on June 27, 2017, and that work may begin on or after July 10, 2017. This project shall be completed on or before September 1, 2017.

The contract documents may be examined at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN 55303. Copies of the contract documents may be obtained at the above address upon receipt of a non-refundable deposit of $40. The contract documents shall also be available on QuestCDN. These documents may be downloaded by selecting this project and by entering eBidDoc Number 5159744 on the Search Projects page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com.

All bids shall be submitted in sealed envelopes plainly marked as "IP 17-03, 2017 Crackseal and Sealcoat Improvements." If mailed, the bid should be placed in a separate envelope and mailed to the City address noted above to the attention of the City Engineer.

Each bidder shall submit, with the proposal, a bidder's bond made payable to the City of Ramsey in the amount of 5% of the total bid. No bidder may withdraw their bid for at least 45 days after the scheduled closing time for the receipt of bids. The City of Ramsey reserves the right to reject any or all bids, and to waive informalities.

By order of the City of Ramsey, Minnesota: May 23, 2017

Published:

Anoka County Union	May 26 and June 2, 2017
Finance and Commerce	May 26 and June 2, 2017

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF RAMSEY (hereinafter called the "OWNER") at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN 55303 until June 21, 2017 at 10:00 a.m., and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope. Each sealed envelope containing a BID must be plainly marked on the outside as "IP 17-03, 2017 Crack Seal and Seal Coat Program" and the envelope shall bear on the outside the name of the BIDDER, their address, and their license number, if applicable. If mailed, bids must be placed in a separate envelope and mailed to the City address noted above to the attention of City Engineer Bruce Westby.

All BIDS must be made on the required BID FORM. All blank spaces for BID prices must be filled out in ink or typewritten and the BID FORM must be fully completed and executed when submitted. Only one (1) copy of the BID FORM is required.

The RESPONSIBLE CONTRACTOR CERTIFICATION Form must be submitted with the BID FORM.

The OWNER may waive any informality or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within thirty (30) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND for at least five percent (5%) of the total amount of the BID, made payable to the City of Ramsey. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three (3) lowest responsible BIDDERS. When the AGREEMENT is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be

retained until the Payment BOND and Performance BOND have been executed and approved, after which, it will be returned. A certified check may be used in lieu of a BID BOND.

A Performance BOND and a Payment BOND, each in the amount of one hundred percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or Payment BONDS and Performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the Performance BOND and Payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at its option consider the BIDDER in default; in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of acceptable Performance BOND, Payment BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may give WRITTEN NOTICE to withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of that WRITTEN NOTICE by the OWNER.

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

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to their BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is Bruce Westby, City Engineer, 7550 Sunwood Drive NW, Ramsey, MN 55303; telephone (763) 433-9825.

BID PROPOSAL

This Bid is submitted to the City of Ramsey for City Improvement Project #17-03, 2017 Crack Seal and Seal Coat Program.

That _____, the undersigned bidder, proposes and agrees, if this bid is accepted, to enter into an agreement with the 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.

In submitting this bid, bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all bidding documents and of the following addenda (receipt of all which is hereby acknowledged):

_____

_____

_____

(b) Bidder has familiarized himself 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 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.

(d) 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 advantages over any other bidder or over owner.

(e) Bidder agrees that the work will be completed by September 1, 2017, and agrees to pay liquidated damages as provided for therein.

(f) A bid bond in the amount of five percent (5%) of the basic bid contained herein is attached. This bid bond shall be forfeited if the bidder fails to execute and file the required contract and bond within ten (10) days after notification of the bid award by the owner.

(g) The contractor agrees to perform all work described in the contract documents for the following unit prices or lump sum:

2017 Crack Seal and Seal Coat Program
Bid Form

BASE AREA

No.	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	MOBILIZATION	LS	1	_____	_____
2	TRAFFIC CONTROL	LS	1	_____	_____
3	BITUMINOUS CRACK SEALING MATERIAL	LBS	44,741	_____	_____
4	CRS-2 BIT MATERIAL	GAL	48,708	_____	_____
5	CRS-2P BIT MATERIAL	GAL	3,680	_____	_____
6	FA 2 TRAP ROCK AGGREGATE	SY	184,549	_____	_____
7	4” DOUBLE SOLID LINE YELLOW – EPOXY	LF	6,006	_____	_____
8	4” SOLID LINE WHITE – EPOXY	LF	12,245	_____	_____
9	4” BROKEN LINE YELLOW – EPOXY	LF	30	_____	_____
10	24” SOLID LINE WHITE – EPOXY	LF	14	_____	_____
11	PVT MSSG (BIKE SYMBOL) – EPOXY	EA	3	_____	_____
12	CROSSWALK MARKING – EPOXY	SF	90	_____	_____

BASE AREA TOTAL – ITEMS 1 -11 _____

ALTERNATE A BID

No.	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	BITUMINOUS CRACK SEALING MATERIAL	LBS	4,079	_____	_____
2	CRS-2 BIT MATERIAL	GAL	4,929	_____	_____
3	FA 2 TRAP ROCK AGGREGATE	SY	17,605	_____	_____
4	4” DOUBLE SOLID LINE YELLOW – EPOXY	LF	2,373	_____	_____

No.	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION
5	4” SOLID LINE WHITE – EPOXY	LF	4,182	_____	_____
6	4” SOLID LINE YELLOW – EPOXY	LF	990	_____	_____
7	4” BROKEN LINE WHITE – EPOXY	LF	512	_____	_____
8	4” BROKEN LINE YELLOW – EPOXY	LF	230	_____	_____
9	24” SOLID LINE WHITE – EPOXY	LF	35	_____	_____
10	24” SOLID LINE YELLOW – EPOXY	LF	268	_____	_____
11	24” DOTTED LINE WHITE – EPOXY	LF	60	_____	_____
12	PVT MSSG (LT TURN ARROW) – EPOXY	EA	10	_____	_____
13	PVT MSSG (RT TURN ARROW) – EPOXY	EA	7	_____	_____
14	PVT MSSG (“ONLY”) – EPOXY	EA	8	_____	_____
15	CROSSWALK MARKING – EPOXY	SF	252	_____	_____

ALTERNATE A BID SUBTOTAL – ITEMS 1 – 15 _____

ALTERNATE B BID

No.	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	BITUMINOUS CRACK SEALING MATERIAL	LBS	5,304	_____	_____
2	CRS-2 BIT MATERIAL	GAL	4,617	_____	_____
3	CRS-2P BIT MATERIAL	GAL	247	_____	_____
4	FA 2 TRAP ROCK AGGREGATE	SY	17,370	_____	_____
5	CROSSWALK MARKING	SF	90	_____	_____

ALTERNATE B BID SUBTOTAL – ITEMS 1 – 5 _____

ALTERNATE C BID

No.	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	BITUMINOUS CRACK SEALING MATERIAL	LBS	2,819	_____	_____
2	CRS-2 BIT MATERIAL	GAL	3,093	_____	_____
3	FA 2 TRAP ROCK AGGREGATE	SY	11,047	_____	_____
4	4" DOUBLE SOLID LINE YELLOW – EPOXY	LF	2,961	_____	_____
5	4" SOLID LINE WHITE – EPOXY	LF	5,263	_____	_____
6	24" SOLID LINE YELLOW – EPOXY	LF	209	_____	_____

ALTERNATE C BID SUBTOTAL – ITEMS 1 – 6 _____

ALTERNATE D BID

No.	ITEM	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	BITUMINOUS CRACK SEALING MATERIAL	LBS	2,169	_____	_____
2	CRS-2 BIT MATERIAL	GAL	2,106	_____	_____
3	FA 2 TRAP ROCK AGGREGATE	SY	7,523	_____	_____

ALTERNATE D BID SUBTOTAL – ITEMS 1 – 3 _____

2017 CRACK SEAL AND SEAL COAT BID SUMMARY

BASE AREA BID _____

ALTERNATE A BID SUBTOTAL _____

ALTERNATE B BID SUBTOTAL _____

ALTERNATE C BID SUBTOTAL _____

ALTERNATE D BID SUBTOTAL _____

BASE AREA BID PLUS ALTERNATES A, B, C, D TOTAL _____

This Bid Submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individuals Signature)

Doing Business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Minnesota is: _____

A Joint Venture

Name of Joint Venture: _____ (SEAL)

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above.)

Bidders Business Address: _____

_____

Phone : _____ Facsimile: _____

Submitted on _____, 2017

State Contractor License No. _____. (If Applicable)

S-1 RESPONSIBLE CONTRACTOR

In accordance with Laws of Minnesota, 2014, chapter 253 (Minnesota Statutes §16C.285), Bidders are hereby advised that the Department cannot award a construction contract in excess of $50,000 unless the contractor is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in Minnesota Statutes §16C.285, subdivision 3, by completing the Responsible Contractor Certificate within this Proposal. Statements in the certificate must be certified by a company officer. Bidders are responsible for obtaining verifications of compliance from all subcontractors, using a form provided by the Department. A bidder must submit signed verifications from subcontractors upon the Department's request.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a "responsible contractor" and will be ineligible to be awarded the Contract for this Project or to work on this Project. Bidders and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

S-2 (1801) SUBLETTING OF CONTRACT

REVISED 11/24/14

The provisions of MnDOT 1801 are modified as follows:

S-2.1 For Projects in excess of $50,000, the Contractor may sublet work only to subcontractors that meet the definition of "responsible contractor" in Minnesota Statutes §16C.285, subdivision 3. The Contractor is responsible for obtaining verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department's request.

S-2.2 The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), the Contractor's organization shall perform Work amounting to not less than 30 percent of the total original Contract Amount. The Department will deduct specialty items from the total original Contract Amount before calculating the amount of Work that the Contractor shall perform.

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of $50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, 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 shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

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 subdivision 3, clause 7.

By signing this statement, I, _____(typed or printed name), _____(title) certify that I am an owner or officer of the company and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

_____

(*name of the person, partnership or corporation submitting this proposal*)

_____

(*business address*)

Signed: _____ _____

(bidder or authorized representative) *Date*

GENERAL CONDITIONS INDEX

Article		Page No.
1.	Definitions	GC-2
2.	Progress and Submission Schedule Pre-Construction Conference Time of Starting Work	GC-5
3.	Plans and Specifications	GC-6
4.	Detailed Drawings and Instructions	GC-6
5.	Ownership and Copies of Documents, Record Documents and Security Thereof	GC-7
6.	Patent Fees and Royalties	GC-8
7.	Work by Others and Subcontractors	GC-8
8.	Materials, Equipment and Labor	GC-10
9.	Errors, Omissions. Etc.	GC-10
10.	Permits Laws Taxes and Regulations	GC-10
11.	Availability of Lands	GC-11
12.	Use of Premises	GC-11
13.	Engineer's Status During Construction	GC-12
14.	Engineer's Interpretations and Decisions	GC-12
15.	Shop Drawings and Samples	GC-13
16.	Tests and Inspections	GC-13
17.	Contractor's Supervision and Superintendence	GC-14
18.	Safety and Protection Emergencies	GC-15
19.	Access to the Work - Uncovering Finished Work	GC-16
20.	Changes in the Work	GC-16
21.	Change of the Contract Price	GC-17
22.	Change of Contract Time	GC-18
23.	Neglected Work	GC-18
24.	Warranty and Guarantee Correction, Removal or Acceptance of Defective Work	GC-18
25.	Application for Partial Payment	GC-19
26	Prompt Payment to Subcontractors	GC-20
27.	Approval of Payment	GC-20
28.	Project Completion	GC-21
29.	Final Payment	GC-21
30.	Retention of a Portion of the Contract Sum	GC-22
31.	Liquidated Damages	GC-22
32.	Waivers of Claims and Continuing Obligations	GC-22
33.	Indemnification	GC-23
34.	Contract Bonds	GC-24
35.	Insurance	GC-24
36.	Contractor and Subcontractor Insurance	GC-24
37.	Compensation and Employer's Liability Insurance	GC-25
38.	Public Liability (including Automotive) and Property Damage Insurance	GC-25
39.	Insurance Coverage for Special Conditions	GC-25
40.	Cleaning Up	GC-26
41.	Owner's Right to Stop or Suspend Work	GC-26
42.	Owner's Right to Terminate	GC-26
43.	Contractor's Right to Terminate	GC-27
44.	Miscellaneous	GC-27

ARTICLE 1. Definitions

The following words, phrases or terms hereinafter used in the agreement of any contract documents shall be interpreted according to each designated meaning as follows:

1.1 Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.

1.2 Agreement: The written agreement between the Owner and the Contractor covering the work to be performed, including all contract documents.

1.3 Bid Guaranty: The term means the security designated in the contract documents to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Owner if the work is awarded to him.

1.4 Bid Proposal: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.5 Bidder: Any individual, partnership, or corporation submitting a proposal for the work to be completed.

1.6 Calendar Day: Every day shown on the calendar.

1.7 Change Order: A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after execution of this agreement.

1.8 Contract Bonds: Performance, labor and material payment bonds, maintenance or guarantee-instruments of security, furnished by the Contractor and his surety in accordance with the contract documents.

1.9 Contract Documents: The contract documents shall consist of the following:

(1) Legal and Procedural Documents
   a. Advertisements for Bids
   b. Information for Bidders
   c. Executed Bid Form
   d. Executed Bid Guaranty
   e. Executed Agreement
   f. Executed Bond
   g. Notice of Award
   h. Notice to Proceed
(2) Special Provisions
(3) Technical Provisions
(4) General Conditions
(5) Executed Payment Forms

(6) Drawing(s)
(7) All addenda issued by the Engineer prior to the time of the opening of the bids.
(8) Supplemental Agreements & Change Orders

1.10 Contract Price: The total monies payable to the Contractor under the contract documents.

1.11 Contract Time: The number of calendar days stated in the contract documents for the completion of the work.

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

1.13 Engineer: By the term "Engineer" is meant City Engineer for the City of Ramsey, who has been appointed by the Owner to take charge of the work contemplated by these specifications and accompanying drawings and is designated and referred to in these specifications as the "Engineer". (The Engineer or Owner may appoint an authorized representative or inspector, limited in authority, assigned to make inspection of the work performed and materials furnished by the Contractor. Such a representative has no authority to order or permit deviation from plans and specifications.)

1.14 Field Order: A written order affecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.

1.15 Notice of Award: The written notice of the acceptance of the bid issued by the Owner to the Successful bidder.

1.16 Notice to Proceed: The written notice issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

1.17 Owner: A private, public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.

1.18 Plans: The term means the official drawings, plans, profiles, elevation, 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 contract documents or separate therefrom.

1.19 Project: The undertaking to be performed as provided in the contract documents.

1.20 Project Representative: 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.

1.21 Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the work.

1.22 Special Provisions: The term means contract requirements peculiar to the project which are not otherwise thoroughly or satisfactorily detailed and set forth in the standard detail specifications or plans.

1.23 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.

1.24 Subcontractor: The term means those having a direct contract with the Contractor and it includes one who furnished materials 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.

1.25 Substantial Completion: That date as certified in writing by the Engineer when the construction of the project or a specified part thereof is sufficiently complete in accordance with the contract documents for use by the Owner.

1.26 Supplemental General Conditions: Modification to the general conditions that supplement, add to, delete from or change the articles therein.

1.27 Surety: The Guarantor for the Contractor who, with the Contractor, signs an instrument or instruments known as the bond or bonds guaranteeing that the Contractor will fully comply with the plans, specifications and agreements.

1.28 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Abbreviations

A.A.S.H.O.: The American Association of State Highway Officials. All references to A.S.S.H.O. specifications or methods of tests shall be understood to refer to their latest published edition of the "Standard Specifications for Highway Materials and Methods of Sampling and Testing".

A.N.S.I.: American National Standards Institute, Inc. All references to A.N.S.I. specifications shall be understood to refer to their latest published edition.

A.S.A.: The American Standards Association. All references to A.S.A. specifications shall be understood to refer to their latest published edition.

A.S.T.M.: The American Society for Testing Materials. All references to A.S.T.M. specifications or methods shall be understood to refer to their latest published edition of the A.S.T.M. Standards.

A.W.W.A.: The American Water Works Association. All references to A.W.W.A. specifications shall be understood to refer to their latest published edition.

MnDOT: The Minnesota Department of Transportation. All references to MnDOT specifications shall be understood to refer to their latest published edition.

M.S.S.: Minnesota State Statutes. All references to M.S.S. shall be understood to refer to the latest published edition.

ARTICLE 2. Progress and Submission Schedule; Pre-Construction Conference; Time of Starting Work

2.1 Within 10 Calendar Days after execution of this Agreement, the Contractor shall prepare and submit to the Engineer for review an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawing submissions.

2.2 Before starting the Work, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and to establish a working understanding between the parties as to the Project. Present at the conference will be the Engineer, Project Representative, the Contractor, his superintendent, the Owner and any others who may have an interest in the Project.

2.3 Prior to starting the Work, the Contractor will furnish the Engineer certificates of insurance as required by the appropriate provisions of the Contract Documents.

2.4 The Work contemplated hereunder shall be commenced within ten (10) Calendar Days after receipt by the Contractor of written Notice to Proceed from the Engineer and shall be completed within the time limits set forth in the Special Provisions or as specified elsewhere in the Contract Documents.

2.5 If the Contractor is delayed in the performance of the Work by any neglect of Owner or Engineer, or by an employee, agent or representative of either, or by changes ordered in the Work, or by the combined action of workmen (either those employed on the Work or in any industry essential to the conduct of the Work) in no way caused by or resulting from the default or collusion on the part of the Contractor, or by strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, or by any other causes which Contractor could not reasonably control or circumvent, the scheduled completion date and interim completion dates shall be extended for a period equal to the length of such delay if within five Calendar Days after expiration of any such delay Contractor delivers to Engineer a written request for extension for such delay, and such request is approved by the Owner or Engineer, which approval shall not be unreasonably withheld by Owner or Engineer. In case of a continuing cause of delay of a particular nature, Contractor shall be required to make only one such request with respect thereto. Extension of time shall be the Contractor's sole remedy for any such delay (except for Contractor's right to terminate this Agreement pursuant to the provisions of Article 43 hereinafter), unless the same shall be caused by acts constituting intentional interference by the Owner or Engineer with Contractor's performance of the Work and where to the

extent that such acts continue after Contractor's notice to Owner or Engineer of such interference. Owner' s or Engineer's exercise of any of its rights under Article 20, Changes in the Work, regardless of the extent or number of such changes, or Owner's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

2.6 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE 3. Plans and Specifications

3.1 It is the intent of the Plans and Specifications to describe a complete Project to be constructed in accordance with the Contract Documents.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Engineer's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order: Agreement, Specifications, Plans. Within the Specifications, the order of precedence shall be as follows: Special Provisions, Addenda, General Conditions, Technical Specifications Provisions. Figure dimensions on Plans shall govern over scale dimensions, and detailed Plans shall govern over general Plans. Any Work that may reasonably be inferred from the Plans or Specifications as being required to produce the intended results shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

ARTICLE 4. Detailed Drawings and Instructions

4.1 Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, supplies and incidentals which may be necessary to construct and complete the Work in accordance with the Contract Documents.

4.2 The Engineer will furnish to the Contractor with reasonable promptness additional instructions by means of drawings and/or otherwise necessary information for the proper execution of the Work when, in the opinion of the Engineer, such are required. All drawings and instructions shall be consistent with the Plans and Specifications, true developments thereof, and reasonably inferable therefrom. The Contractor shall do no Work without proper drawings and instructions. In giving such additional instructions, the Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purpose of the Work.

4.3 The Contractor shall submit, with such promptness as to cause no delay in the Work or in that of any other Contractor, three (3) copies of all Shop (or setting) Drawings and schedules required for the Work of the various trades and the Engineer shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, file with the Engineer two (2) corrected copies and furnish such other copies as may be needed. The Engineer's approval of such

drawings or schedules shall not relieve the Contractor from responsibility for deviation from Plans or Specifications, unless the Contractor has, in writing, called the Engineer's attention to such deviation at the time of submission, nor shall it relieve the Contractor from responsibility for errors of any sort in Shop Drawings or schedules.

4.4 Unless otherwise set forth in the Contract Documents or bidding documents, it shall be the Contractor's sole responsibility to determine subsoil conditions prior to the bidding of the job. If under the terms of the Contract Documents, the responsibility for subsoil conditions is with the Contractor, Contractor hereby represents that he has inspected the location or locations of the Work and has satisfied himself as to the condition thereof, including subsoil conditions, and that the Contract Price as set forth herein is just and reasonable compensation for all Work, including all foreseen or unforeseeable risks, hazards, and difficulties in connection therewith.

4.5 The Engineer will furnish and set stakes as may be necessary for the Contractor in order that the Contractor may construct the Work to the proper grade and alignment.

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

4.7 The Engineer shall furnish such survey lines and grades as may be necessary for the proper control of the Work; but this shall not relieve the Contractor of responsibility for making careful and accurate measurements and for constructing the Work accurately to the lines furnished by the Engineer. The Contractor shall give the Engineer reasonable notice of his requirements for such survey lines and grade as the Contractor may require.

4.8 The Contractor shall furnish and place, as directed, all necessary guide boards and appurtenances and give such other incidental assistance at the Work site as may be required by the Engineer, for staking out the Work. The Contractor's working operations which interfere with the activities of the Engineer shall be temporarily suspended for such reasonable time as the Engineer may deem necessary. The Contractor shall carefully preserve the points furnished by the Engineer and shall receive no extra compensation for any materials or services furnished by the Contractor incidental to these operations of the Engineer.

ARTICLE 5. Ownership and Copies of Documents, Record Documents and Security Thereof

5.1 All Specifications, Plans and copies thereof furnished by the Owner, through the Engineer, shall remain the Owner's property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the Project.

5.2 The Owner, through the Engineer, will furnish to the Contractor up to three (3) copies of the Specifications and Plans as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

5.3 The Contractor will keep one record copy of all Specifications, Plans, Addenda, modifications, and Shop Drawings at the Work site in good order and annotated to show all changes made during the construction process. These shall be made available to the Engineer as the Project is completed.

ARTICLE 6. Patent Fees and Royalties

The Contractor will pay all license fees and royalties and assume all costs incidental to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The Contractor will indemnify and hold harmless the Owner and the Engineer and anyone directly or indirectly employed by the Owner from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7. Work by Others and Subcontractors

7.1 The Owner may perform additional work related to the Project or may let other direct contracts therefrom which shall contain general conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the Owner, if performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the Work with other contractors.

7.2 If any part of the Contractor's Work depends upon the work of any such other contractor (or the Owner) for proper execution or results, the Contractor will inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of this Work.

7.3 The Contractor will do all cutting, fitting and patching of the Work that may be required to make several parts come together properly and fit to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering other's work and will only cut or alter their work with the written consent of the Engineer.

7.4 Within 10 Calendar Days of execution of this Agreement, the Contractor will submit to the Engineer for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions of the Work for which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Prior to the execution of the Work, the Engineer will notify the Contractor in writing if either the Owner or the Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the Owner or the Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution of the Work shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor,

person or organization shall not constitute a waiver of any right of the Owner or the Engineer to reject defective workmanship, material, equipment, employees of the Contractor, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

7.5 If, prior to the commencing of the Work, the Owner or the Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the Contractor may, prior to such commencement, either 1) submit an acceptable substitute without an increase in his Contract Price or 2) withdraw his bid and forfeit his bid security. If, after the commencement of the Work, the Owner or the Engineer refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no such increase in the Contract Price shall be allowed in respect of any substitution unless the Contractor has acted promptly and reasonably in submitting a name with respect thereto prior to the execution of the Work.

7.6 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the Owner or the Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom the Contractor has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Owner and the Engineer, unless the Engineer determines that there is good cause for doing so.

7.7 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or the Engineer or any obligation on the part of the Owner.

7.8 The divisions and sections of the Specifications and the identifications of any Plans shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

7.9 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

7.10 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Contract Documents. The Contractor shall upon request from the Engineer provide copies of the written subcontract agreements to the Engineer. The Contractor will pay each Subcontractor a just share of any insurance monies received by the Contractor.

ARTICLE 8: Materials, Equipment and Labor; Substitute Material or Equipment

8.1 The Contractor will provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

8.2 The Contractor covenants that all Work shall be done in a good and workmanlike manner and that all materials furnished and used in connection therewith shall be new and approved by the Engineer, except as otherwise expressly provided for in the Plans and Specifications.

8.3 If it is indicated in the Specifications that the Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, the Contractor will, promptly after the Notice of Award, make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and/or equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the Engineer who shall be the judge of equality.

8.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise specifically provided in the Contract Documents.

ARTICLE 9. Errors, Omissions, Etc.

Should it appear that the Work here intended to be done or any of the materials or matters relative thereto are not sufficiently detailed or explained on the Plans or in the Specifications, or should any error, discrepancy or inconsistency appear between any of the Plans and the Specifications, the Engineer shall furnish additional drawings, details or explanations and shall have power to interpret, correct, adjust and explain all errors, omissions, discrepancies, doubts and misunderstandings between such Plans and Specifications, or between several drawings and Specifications, or between several drawings, and the decision of the Engineer therein shall be final and conclusive.

ARTICLE 10. Permits Laws Taxes and Regulations

10.1 The Contractor will secure and pay for all construction permits and licenses and will pay all governmental and public utility charges and inspection fees necessary for the performance of the Work.

10.2 If the Contractor observes that the Specifications or Plans are at variance therewith, the Contractor will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any of the Work knowing or when with the exercise of due care he should have known, it be contrary to any such laws,

ordinances, rules and regulations applicable to said Work and fails to give the Owner or Engineer notice thereof prior to the performance thereof, Contractor shall bear all costs, including reasonable attorney's fees, arising therefrom. Further, Contractor shall observe and abide by and perform all of its obligations hereunder in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the Federal Occupational, Safety and Health Act. Contractor agrees to take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color or national origin. To the extent applicable, Contractor will comply with all provisions of any executive orders and any rules, regulations, orders, instructions, designations and other directives promulgated by any governmental unit with jurisdiction thereof. Violation of this provision, after notice, shall be a material breach of this Agreement and may result, at the Owner's option, in a termination or suspension of this Agreement in whole or in part.

10.3 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is to be performed.

ARTICLE 11. Availability of Lands; Physical and Subsurface Conditions; Reference Points

11.1 The Owner will provide, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor, the Contractor will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

11.2 The Contractor will properly notify the Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner will obtain the necessary additional surveys and tests and furnish copies to the Engineer and the Contractor. If the Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

11.3 The Engineer will establish such general reference points as in his judgment will enable the Contractor to proceed with the Work. The Contractor will be responsible for the layout cf the Work and will protect and preserve the established reference points and will make no changes or relocations without the prior written approval of the Owner and Engineer. He will report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor will replace and accurately relocate all reference points so lost, destroyed or moved.

ARTICLE 12. Use of Premises

12.1 The Contractor will confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

12.2 The Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will he subject any part of the Work to stresses or pressures that will endanger it.

ARTICLE 13. Engineer's Status During Construction

13.1 The Engineer shall be the Owner's representative during the construction period. All instructions of the Owner to the Contractor shall be issued through the Engineer. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during construction are set forth in all Articles of these General Conditions and shall not be extended without written consent of the Owner and the Engineer.

13.2 The Engineer will make regular visits to the Work site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer's efforts will be directed toward providing assurance for the Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of the Engineer's on-site observations as an experienced and qualified design professional, he will advise the Owner as to the progress of the Work and the performance of the Contractor.

13.3 The Engineer will have authority to disapprove of or reject Work which is defective; i.e., is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval. The Engineer will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

13.4 The Engineer will provide one or more full-time resident Project Representatives to assist the Engineer in carrying out his responsibilities at the Work site during construction activity. The duties, responsibilities and limitations of authority of any such resident project representative shall be as set forth in the pre-construction meeting held by the Engineer.

13.5 Neither the Engineer's authority to act under this article nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

ARTICLE 14. Engineer's Interpretations and Decisions

14.1 The Engineer will issue with reasonable promptness such written clarifications or interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents.

14.2 The Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, the Engineer will exercise his best efforts to insure faithful performance by the Contractor. The Engineer will not show partiality and shall not be liable for the result of any interpretation or decision rendered

in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the Engineer for decision, which the Engineer shall render in writing within a reasonable time.

ARTICLE 15. Shop Drawings and Samples

15.1 After checking and verifying all field measurements, the Contractor will submit to the Engineer for approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (or at the Engineer's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Engineer to review the information as required.

15.2 The Contractor will also submit to the Engineer for approval, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

15.3 At the time of each submission, the Contractor will, in writing, call the Engineer's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

15.4 The Engineer will check and approve with reasonable promptness Shop Drawings and samples; however, checking and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor will make any corrections required by the Engineer and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions.

15.5 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been approved by the Engineer.

15.6 The Engineer's approval of Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing the Engineer's attention to such deviations at the time of submission and the Engineer has given written approval to the specific deviation, nor shall any approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

ARTICLE 16. Tests and Inspections

16.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness

thereof. The Contractor will give the Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested, or approved is covered up without written approval or consent of the Engineer, it must, if directed by the Engineer, be uncovered at the Contractor's expense for observation. The cost of all such inspections, test and approvals shall be borne by the Owner unless otherwise provided.

16.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected or accepted as provided elsewhere in the Contract Documents. The costs of all retests and follow up inspections shall be borne by the Contractor.

16.3 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

ARTICLE 17 Contractor's Supervision and Superintendence

17.1 The Contractor will supervise and direct the Work efficiently and with skill and attention. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work the Contractor will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

17.2 The Contractor will keep on the Work site at all times during its progress a resident superintendent satisfactory to the Engineer. The superintendent shall not be replaced without the consent of the Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

17.3 The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order among his employees and the employees of his Subcontractors at the Work site.

17.4 The Engineer and/or Owner will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any agents or employees or any other persons performing any of the Work.

ARTICLE 18. Safety and Protection: Emergencies

18.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

18.1.1 All employees on the Work and other persons who may be affected thereby;

18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Work site; and

18.1.3 Other property at the Work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

18.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. The Contractor will notify owners of adjacent utilities when execution of Work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the performance of the Work, the Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, injury or loss to any property referred to in this paragraph caused, directly or indirectly, in whole or in part, by the Contractor, or Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor, except damage or loss attributable to the fault of Plans or Specifications or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

18.3 The Contractor will designate a responsible employee at the Work site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

18.4 In emergencies affecting the safety of persons or the Work or property at the Work site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved if said emergency is not a direct cause of the neglect of the Contractor or Subcontractor or a deviation by the Contractor from any of the provisions of the Contract Documents.

ARTICLE 19. Access to the Work: Uncovering Finished Work

19.1 The Engineer will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof by others.

19.2 If any Work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for observation and replaced at the Contractor's expense.

19.3 If any Work has been covered which the engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued depicting all such costs from the Contract Price. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, provided the Engineer first obtained uncovering approval from the Owner.

ARTICLE 20. Changes in the Work

20.1 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in the Contract Documents.

20.2 The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

20.3 Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in elsewhere herein.

20.4 The Owner will execute any appropriate Change Order prepared by the Engineer covering changes in the Work to be performed and work performed in an emergency and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is approved by the Owner and Engineer.

20.5 It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or changes in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Engineer upon its occurrence.

ARTICLE 21. Change of the Contract Price

21.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the Contract Price.

21.2 The Contract Price may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to a change in the Contract Price, the claim shall be in writing delivered to the Engineer within five (5) calendar days of the occurrence of the event giving rise to the claim. All valid claims for adjustments in the Contract Price shall be determined by the Engineer. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

21.3 The value of any Work covered by a Change Order or of any claims for a change in the Contract Price shall be determined in one of the following ways:

21.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

21.3.2 By mutual acceptance of a lump sum;

21.3.3 By cost and a mutually acceptable fixed amount for overhead and profit;

21.3.4 If none of the above methods is agreed upon, the value shall be determined by the Engineer on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, directly related to the Work involved. The maximum percentage which shall be allowed for Contractors combined overhead and profit shall be as follows:

21.3.4.1 For all such Work done by his own organization, the Contractor may add up to fifteen percent (15%) of actual net costs for combined overhead and profit; provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under this paragraph, the Contractor will submit in the form prescribed by the Engineer, an itemized cost breakdown together with supporting data.

21.4 The amount of credit to be allowed by the Contractor to the Owner for any such changes in cost, will be the amount of the actual net cost plus fifteen percent (15%).

ARTICLE 22. Change of Contract Time

22.1 The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, the claim shall be in writing delivered to the Engineer within five (5) calendar days after expiration of any such delay of the occurrence of the event giving rise to the claim. All valid claims for adjustment in the Contract Time shall be determined by the Engineer. Any change in the Contract Time resulting from any such claim shall be incorporated into a Change Order.

22.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefrom as provided in this Agreement. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

22.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE 23. Neglected Work

If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after five (5) Calendar Day's written notice to the Contractor may, without prejudice to any other remedy, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Owner.

ARTICLE 24. Warranty and Guarantee: Correction, Removal or Acceptance of Defective Work

24.1 The Contractor warrants and guarantees to the Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to elsewhere in the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

24.2 If required by the Engineer, prior to approval of final payment, the Contractor will promptly, without cost to the Owner and as required by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the Work site and replace it with non-defective Work. If the Contractor does not

correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from the Engineer, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

24.3 If, after the approval of final payment and prior to the expiration of one (1) year after the date of Substantial Completion 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, any Work is found to be defective, the Contractor will, promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the Work site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

24.4 If, instead of requiring correction or removal and replacement of defective Work, the Owner (prior to approval of final payment) and also the Engineer prefer to accept it, they may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor.

ARTICLE 25. Application for Partial Payment

25.1 Prior to the first Friday of the following month for which payment is to be requested, the Contractor shall submit to the Engineer a detailed estimate of the amount earned for the separate portions of the Work for the previous month, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the Work completed in accordance with the Contract Documents, and the value of approved materials delivered to the Project site suitably stored and protected prior to incorporation into the Work. If the Contractor's estimate of amount earned conforms with the Engineer's evaluation, the Engineer will calculate the amount due the Contractor and make recommendation to the Owner for payment.

25.2 After deducting the retain amounts and the amount of all previous partial payments made to the Contractor, the amount earned as of the end of the previous month will be made payable to the Contractor after the fourth Tuesday of the following month.

25.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, will have passed to the Owner prior to the making of the application for payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"); and that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by

any other person performing the Work at the Work site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

25.4 The Engineer will, within fifteen (15) Calendar Days after receipt of application for payment, either indicate in writing his approval of payment and present the application to the Owner, or return the application to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application. The Owner will pay the Contractor the amount approved by the Engineer and Owner.

ARTICLE 26. Prompt Payment to Subcontractors

The Contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1 ½ 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 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

ARTICLE 27. Approval of Payment

27.1 The Engineer's approval of any payment requested in an application for payment shall constitute a representation by the Engineer to the Owner, based on the Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on their review of the application for payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved.

27.2 The Engineer's approval of final payment shall constitute an additional representation by the Engineer to the Owner that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement have been fulfilled.

27.3 The Engineer may refuse to approve the payment if, in the Engineer's opinion, the Engineer is unable to make such representations to the Owner. They may also refuse to approve any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in their opinion to protect the Owner from loss because:

27.3.1 The Work is defective;

27.3.2 Claims have been filed or there is reasonable evidence to suggest such filing thereof;

27.3.3 The Contract Price has been reduced because of modifications or changes;

27.3.4 The Owner has been required to correct defective Work or complete the Work;

27.3.5 Unsatisfactory performance of the Work, including failure to clean up.

ARTICLE 28. Project Completion

28.1 Prior to final payment, the Contractor may, in writing to the Owner and the Engineer, certify that the entire Project is complete and request that the Engineer issue a certificate of completion. Within a reasonable time thereafter, the Owner, Contractor and Engineer will make an inspection of the Project to determine the status of completion. If the Engineer and Owner do not consider the Project complete, they will notify the Contractor in writing giving reasons thereof. If the Engineer and Owner consider the Project complete, they will prepare and deliver to the Owner an application for final payment.

28.2 The Owner shall have the right to exclude the Contractor from the Project after the date of completion, but the Owner will allow the Contractor reasonable access to complete or correct items of repair and maintenance.

ARTICLE 29. Final Payment

29.1 After the Contractor has completed any corrections to the satisfaction of the Engineer and delivered all maintenance and operating instruction, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may make application for final payment. The final application for payment shall be accomplished by such supporting data as the Engineer may require, together with complete and legally effective releases or waivers (satisfactory to the Owner) of all liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts of releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, State and Federal withholding taxes, material and equipment bills, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any lien.

29.2 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within fifteen (15) Calendar Days after receipt of the final application for payment, indicate in writing his approval of payment and present the application to the Owner for payment. Otherwise, he will return the application to the Contractor, indicating in writing his reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the application. The Owner, will, within

twenty (20) Calendar Days of presentation of an approved application for payment, and receipt of final payment documents pay the Contractor the amount approved by the Engineer.

ARTICLE 30. Retention of a Portion of the Contract Sum

The Owner may retain up to a maximum of ten percent (10%) of value of Work completed and requested for payment. After fifty percent (50%) of the Work has been completed, the Contractor may request consideration for a reduction in the retained amount. Where the Owner is subject to the provisions of Minnesota State Statutes 429.041 the maximum retained amount shall be five percent (5%) released with approval of the governing body. Those amounts released shall be considered not required to be retained to protect the Owner's interest in satisfactory completion of the Agreement.

ARTICLE 31. Liquidated Damages

The parties hereto recognize that failure on the part of the Contractor to complete the Work within the time period set forth herein above, shall cause damage to the Owner; and should the contractor not complete the Work within that period of time, or otherwise be guilty of substantial violation of this Agreement, the Owner may deduct amounts per the following schedule per calendar day after the completion date and all legal and Engineering costs related thereto, for each day exceeding said completion date, from the total Contract Price to be paid to the Contractor, and among its other remedies, terminate this Agreement and complete the Work by whatever method the Owner may deem expedient, at the expense of the Contractor; and such action by Owner shall not relieve Contractor of its liability to Owner for any damages caused by the Contractor's default, including, but not limited to, the excess expense of finishing the Work over the unpaid balance of the Contract Price. In the event a dispute arises between the Contractor and Owner regarding an alleged default by the Contractor or the assessment of liquidated damages, and if said dispute is submitted for litigation, and in the further event that the Owner prevails thereon, liquidated damages shall include court costs and reasonable attorney's fees as allowed by law. In the event the Owner elects to complete the Work following Contractor's default as above set forth, the Contractor agrees to extend its full cooperation of the Work contemplated under this Agreement. The amount deducted under this paragraph shall not be construed as a penalty, but rather as liquidated damages resulting from the noncompletion of the Work within the specified time. The schedule of damages shall be as specified below based upon the original contract amount:

From More Than	*Up To and Including*	*Charge per Calender Day*
$0	$500,000	$200
$500,000	$1,000,000	$300
$1,000,000	Unlimited	$500

ARTICLE 32. Waivers of Claims and Continuing Obligations

32.1 The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any payment by the Engineer, nor the issuance of a certificate of completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective

Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

32.2 The making and acceptance of payments shall constitute:

32.2.1 A waiver of all claims by the Owner against the Contractor other than those arising from unsettled liens, from faulty or defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and

32.2.2 A waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

ARTICLE 33. Indemnification

33.1 To the fullest extent permitted by law, the Contractor shall indemnify and save harmless, the Owner and Engineer of and from loss or damage caused to any person or property by reasons of any carelessness or neglect in the doing or making of this improvement or furnishing of material and by reason or failure to pay all laborers, materials, mechanics, and subcontractors, and all persons who shall supply said Contractor with materials, provisions and supplies for the performance and completion of said Agreement to promptly pay all just debts, dues and demands incurred in the performance of said Agreement, and of and from all expenses of inspection and/or of whatever kind of nature, which shall be caused by delay or failure in the performance and completion of this Agreement, and further to indemnify and save harmless of and from all suits and action of the Owner and Engineer on account of any injuries or damages sustained by any person or persons by reason of any act, omission, or negligence or by the use of improper or defective materials on the part of said Contractor in the performance of any part of this Agreement, and further to indemnify and protect and save the Owner and Engineer harmless against any or all demands, fees, or royalties for any patented invention, materials, methods, arrangements, or process of manufacturer of any infringement thereon, that may be used or be in any manner connected with the construction, erection, or maintenance of the Work, material, or any part thereon encompassed by this Project.

33.2 The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

33.3 In any and all claims against the Owner or the Engineer of any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages,

compensation or benefits payable by or from the Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

33.4 The obligations of the Contractor under this Article shall not extend to the liability of the Engineer, his agents or employees arising out of (a) the preparation or approval or maps, drawings, opinions, reports, surveys, Change Orders, designs or Plans and Specifications or (b) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 34. Contract Bonds

The Contractor will furnish performance, payment and maintenance bonds as security for the faithful performance, payment and maintenance of all his obligations under the Contract Documents. These bonds shall be in amounts of at least 100% of the Contract Price and in such form and with such Sureties as approved by the Securities Exchange and by the Insurance Commissioner of the State in which the Project is located. Prior to execution of the Contract Documents, the Owner may require the Contractor to furnish such other bonds, in such form and with such Sureties as he may require.

ARTICLE 35. Insurance

35.1 The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs.

35.2 Before commencing Work under this Agreement, the Contractor shall furnish the Owner with certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate will not be cancelled or materially altered, except after 10 days written notice has been received by the Owner."

35.3 In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

ARTICLE 36. Contractor and Subcontractor Insurance

The Contractor shall not commence Work on this Agreement until he has obtained all the insurance and it has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required for that portion of the Work has been so obtained and reviewed. Review of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

ARTICLE 37. Compensation and Employer's Liability Insurance

The Contractor shall maintain during the life of this Agreement the statutory Worker's Compensation, in addition to, Employer's Liability Insurance in an amount not less than $100,000 for each occurrence and a combined single limit of liability of $1,000,000 for each occurrence for all of his employees to be engaged in Work on the Project under this Agreement and, in case any such Work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such Work. Where Work under this Agreement includes any water or navigational exposure, coverage shall be included to cover the Federal Longshoremen's and Harborworker's Act and the Federal Jones Act.

ARTICLE 38. Public Liability (including Automotive) and Property Damage Insurance

38.1 The Contractor shall maintain during the life of this Agreement such public liability and property damage insurance and automobile public liability and property damage insurance and shall protect him, the Owner, the Engineer, and any Subcontractor performing Work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from negligent operations under this Agreement, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be not less than:

(1) Public liability insurance in an amount not less than $500,000 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than $1,000,000 for each occurrence.

(2) "Broad Form" property damage liability insurance in an amount not less than $500,000 for each occurrence.

38.2 The Contractor's public liability insurance and property damage insurance shall provide the primary coverage on all claims arising out of the performance of the Agreement, and shall name the Owner, its officers, agents and employees, and the Engineer as additional insureds therein.

ARTICLE 39. Insurance Coverage for Special Conditions

When the construction is to be accomplished within a public or private right-of-way requiring insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents and employees. Insurance coverage for special conditions, when required, shall be provided as set forth in the Special Provisions.

ARTICLE 40. Cleaning Up

The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work he will remove all waste materials,

rubbish and debris from and about the premises and will remove all items of personal property such as all tools, construction equipment and machinery, and surplus materials, and further will leave the site broom-clean and ready for occupancy by the Owner. The Contractor will restore to the original condition those portions of the Work site not designated for alteration by the Contract Documents.

ARTICLE 41. Owner's Right to Stop or Suspend Work

41.1 If the Work is defective, or the Contractor fails to supply sufficiently skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors, or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

41.2 The Owner may, at any time and without cause, suspend the Work or any portion thereof, for a period of not more than one hundred eighty (180) days by notice in writing to the Contractor and the Engineer which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed.

ARTICLE 42. Owner's Right to Terminate

42.1 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors, or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) Calendar Days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated into a Change Order.

42.2 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor or his Surety then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor or his Surety from liability.

42.3 Upon seven (7) Calendar Days written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor and Engineer shall be paid for all Work executed and any expense sustained plus a reasonable profit.

ARTICLE 43. Contractor's Right to Terminate

If, through no act or fault of the Contractor, the Work is suspended for a period of more than one hundred eighty (180) Calendar Days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any application for payment within thirty (30) Calendar Days after it is submitted, or the Owner fails to pay the Contractor any sum approved by the Engineer within sixty (60) Calendar Days of its approval and presentation, then the Contractor may, upon seven (7) Calendar Days written notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed.

ARTICLE 44. Miscellaneous

44.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if 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 or certified mail, postage prepaid, to the last business address known to him who gives the notice.

44.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and in particular but without limitation, the warranties, guarantees, and obligations imposed upon the Contractor and the rights and remedies available to the Owner and Engineer thereon, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

44.3 The Contract Documents shall be governed by the law of the place where the Project is located.

44.4 Except as otherwise provided, or approved in writing, Contractor shall not assign this Agreement or sublet it as a whole without the written consent of the Owner; nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Owner. Owner may, however, assign this Agreement to any other party or entity, provided Owner continues to be responsible for the performance by such assignee of all undertakings of the Owner hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

44.5 Contractor shall treat all information relating to the Project and all information supplied to the Contractor by the Owner and/or Engineer as confidential and propriety information of the Owner and/or Engineer and shall not permit its release to any other parties or make any public announcement or any publicity releases without the Owner's written authorization. Contractor shall also require Subcontractors and vendors to comply with this Agreement.

44.6 In performing its obligations hereunder, Contractor shall be deemed an independent Contractor and not an agent or employee of Owner and/or Engineer. Contractor shall have the exclusive authority to manage, direct and control the Work subject to the terms and conditions of this Agreement and approval of Owner and/or Engineer as provided herein. Owner is interested in only the results obtained and not in the methods used in achieving the results.

BITUMINOUS CRACK SEALING TECHNICAL SPECIFICATIONS

1. General

This project shall consist of sealing working cracks on the streets identified on the attached project location map. The Contractor shall conduct his work in conformance with the specifications set forth herein and in accordance with the Minnesota Department of Transportation Standard Specification for Construction, 2016 Edition, which is incorporated by reference to these specifications. In addition, the Contractor shall conduct the crack sealing operation in strict conformance with the material manufacturer's written instructions.

Crack seal material shall be applied to cracks in the asphalt surface and along the longitudinal joint adjacent to concrete curb and gutter. The material shall not be spread on the concrete curb.

2. Materials

The material used for crack sealing shall meet MnDOT Specification 3723.

3. Equipment

Crack sealing material shall be maintained within the specified temperature range in a double jacketed, mechanically agitated melting kettle complete with internal temperature measuring devices and a pressure distribution system shall be capable of applying crack sealers through a hand operated wand. Pour pots or similar devices shall not be used to apply the sealer.

4. Cleaning

Immediately prior to sealing, the cracks and surface area six inches on both sides of the crack shall be cleaned of foreign matter, loosened particles and vegetation with a heat lance. The heat lance shall deliver air heated to a minimum of 1800°F at an orifice exit velocity of 2800 f.p.s.

5. Sealing

The sealant shall be placed evenly and slightly recessed at the pavement surface. After the sealant has been placed, the excess shall be squeegeed with a "V" shaped rubber squeegee which will force the excess material into the crack and wipe it from the pavement surface, creating an overband alongside the crack. Generally, cracks between ¼ inch and one inch shall be sealed in this manner. Following sealing, cover material shall be placed on top of the sealant while still hot. Traffic shall not be allowed on the material until it has been cured or blotted. Sealant pulled out by traffic shall be reapplied by the Contractor at no cost to the City.

6. Method of Payment

All asphalt sealant material, labor and equipment necessary to complete the work shall be paid for at the unit price per pound.

SEAL COATING TECHNICAL SPECIFICATIONS

1. General

This project shall consist of the seal coating of the streets identified on the attached project location map. The work shall be done in accordance with Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, except as noted within these technical specifications.

Crack sealing shall be performed on all streets identified for seal coating prior to applying the seal coat material.

2. Parking Restrictions/Public Notifications

The Contractor will be responsible for posting "No Parking" signs at least 24 hours in advance of commencing the work. The Contractor shall also be responsible for the removal of the "No Parking" signs within 5 days of completing the seal coating for each project area. The City will arrange for the moving of any parked cars which would interfere with the seal coating work. However, the Contractor shall include in his bid the cost of returning to three locations for resealing due to parked cars. The City shall also be responsible for completing all necessary repairs or conditioning work prior to the seal coating work.

The Contractor will be responsible for distributing written notification to the property owners within the project area at least 24 hours in advance of performing seal coating operations. A draft of the correspondence (letter, door hanger, etc.) must be submitted to the City at least 24 hours prior to distribution to the property owners for review and approval of the content and form.

3. Materials

(a) CRS-2P bituminous material shall be used, as specified in MNDOT 3151.E on cul-de-sacs.

(b) CRS-2 bituminous material shall be used, as specified in MNDOT 3151.D, on all other roadways not specifically identified in paragraph (a) above.

(c) FA-2 trap rock seal coat aggregate shall be used on all roadways and shall be in conformance with MnDOT 3137.2B. Aggregates shall be uniform in quality and free from wood, bark, roots and other deleterious materials. Gradation and quality requirements are specified below. All percentages are by weight.

Sieve Size		% Passing	QC range
12.5 mm	1 1/2 inch	100	
9.5 mm	3/8 inch	100	±5%
6.3 mm	1/4 inch	100	±7%
4.75 mm	#4	0-100	±7%
2.36 mm	#8	0-40	±4%
1.18 mm	#16	0-10	±4%
300 um	# 50	0-5	±4%
75 um	# 200	0.0-1.0	

Other Tests
Max 5% Shale as per MNDOT 1209
Max. 25%, Flakiness Index FHL T 508 (Aggregate

retained on each sieve, which comprises at least 4 percent of the total sample shall be tested.)

(d) All water used shall be potable.

4. Seal Coat Design

The quantity of bituminous material for seal coat solicited in the Bid Proposal is for estimating and bidding purposes only. The contractor will design the seal coat using the MNDOT seal coat design method, available through the MNDOT website. Provide the following design information to the Engineer at the pre-construction meeting:

(1) Test results of aggregate.
(2) Seal coat aggregate design application rate.
(3) Bituminous material design application rate.
(4) Loose unit mass [weight] of the aggregate.
(5) Bulk specific gravity of the aggregate.
(6) 150 lb. sample of each proposed aggregate source.

Work shall not be authorized until the seal coat design has been approved by the Engineer. After the seal coat design has been established, the aggregate supplied to the project shall conform to the QC tolerances listed above. Note: The seal coat aggregate design rate is the minimum amount of material based on the design program. If additional material is needed, this material is incidental to the square yard bid price.

5. Schedule of Price Reduction for Seal Coat Aggregate

Failing gradations will result in a price reduction. The contract bid price for seal coat will be reduced 1 percent for each 1 percent passing outside of the requirements for any sieve, except the # 200 sieve which will have 1 percent price reduction for each 0.1 percent outside of the specification. Failing the flakiness test will result in a 2% reduction. All failing results will be added together. These deductions apply to the specification range.

6. Equipment

1. Distributor - Use a distributor as specified in MNDOT 2360.3.B.2.d.

2. Aggregate Spreader - Use a self-propelled pneumatic-tired mechanical type aggregate spreader capable of distributing the aggregate uniformly to the required width and at the designed rate.

3. Pneumatic-Tired Rollers - Provide a minimum of three (3) self- propelled pneumatic-tired rollers as specified in MNDOT 2360.3.B.2.e(2).

4. Brooms - Provide motorized brooms with a positive means of controlling vertical pressure and capable of cleaning the road surface prior to spraying bituminous material and removing loose aggregate after seal coating.

7. Construction

A. Weather Limitations – Sealcoating operations shall:

(1) Not take place before May 15 or after September 1.

(2) Work only during daylight hours.

(3) Start when the pavement and air temperature is 60 degrees F and rising.

(4) Proceed only when the surface is dry or damp. There shall be no standing water.

(5) No construction will be allowed in foggy weather.

B. Road Surface Preparation - Clean all pavements to be seal coated. Sweep the pavement with a motorized broom to remove loose material. Clean depressions not reached by the power broom, using hand brooming. Cover iron (manholes, gate valve covers, catch basins, sensors, etc.) to prevent adherence of the bituminous material. Thermoplastic pavement markings shall be installed prior to sealcoating and covered during the sealcoating operation. All existing pavement markings shall be considered to be in good condition (unless noted otherwise by the Engineer) and shall be covered with a suitable material prior to sealcoating. Suitable covering includes plywood disks, sand, Kraft paper, roofing felt or other approved methods. Remove the protective coverings before opening the road to traffic.

C. Application of Bituminous Material - Begin the rate of application for the bituminous material as determined by the seal coat design. Construct a test strip 100 feet long to ensure the bituminous material application rate is adequate. After applying the bituminous material to this test strip, place the seal coat aggregate at the design application rate. Inspect the aggregate in the wheel paths for proper embedment. Make adjustments to the rate of application if necessary. Construct one full lane width at a time. Make additional adjustments to the rate of application during the project, if needed. Apply the bituminous material at a minimum of 140 degrees F.

D. Application of Seal Coat Aggregate - Prior to construction calibrate the aggregate spreader in accordance with ASTM D5624, in the presence of the Engineer. The allowable deviation in the amount of aggregate spread on each of the rubber mats shall not exceed ±0.5 square yard in the longitudinal direction from the design application rate. Provide uniformly moistened aggregates, which are damp at the time of placement. Immediately (within one minute) after the bituminous material has been sprayed, apply the aggregates. The speed of the spreader shall be such that the aggregates are not rolling over, and starting and stopping of the spreader is minimized. The edges of the aggregate applications shall be sharply defined.

E. Rolling Operations - Complete the initial rolling within 2 minutes after applying the aggregate. Roll the aggregate at a speed no greater than 5 miles per hour to prevent turning the aggregate so the entire width of the treatment area is covered in one pass of all the rollers. The total compacting width of each pneumatic-tired roller shall exceed 5 ft.

F. Protection of the Surface - No traffic is permitted on the seal coated road surface until after the specified rolling has been completed and the bituminous material has set and will not pick up on vehicle tires.

G. Protection of Motor Vehicles - The Contractor is responsible for claims of damage to vehicles until the roadways have been swept free of lose aggregate and permanent pavement markings have been applied.

H. Sweeping – Sweep with care to not dislodge aggregate that is setting. Streets which have been sealed with CRS-2P shall sweep off the surplus aggregate on the day following the application of the seal coat. This requirement for same day sweeping shall not apply to cul-de-sacs which are sealed with CRS-2P. Other streets shall be swept of aggregate no sooner than 72 hours after the bituminous has been applied and must be completed 120 hours after the bituminous has been applied. All areas shall be swept a second time after the initial sweeping; this second sweeping shall be performed no sooner than three days, nor later than one week after the initial sweeping. If excessive aggregate still remains on the roadway or boulevard areas following the second sweeping, in the opinion of the Engineer, a third sweeping will be required.

Excess aggregate shall be deposited at the Public Works garage site which is identified on the project location map. Aggregate sweeping shall be segregated by type and placed in separate stockpiles for reuse.

I. Fog Sealing – Fog sealing in the specified area shall not commence until the surface is free of excess aggregate as determined by the engineer. The material shall be applied at a rate of 0.06 to 0.10 gallon/ square yard. Traffic shall be kept off the sealed area until it is dry.

8. Workmanship

The project shall be completed in a neat and workmanlike manner. A reasonable allowance shall be made for sealing and spraying beyond the edge of the bituminous pavement. Whenever the overspray becomes aesthetically objectionable, in the opinion of the Engineer, the excess overspray shall be removed from the concrete curb and gutter by sandblasting or other approved means.

The Contractor shall take care to avoid double seal areas at points where the sealcoating operations stop and are restarted. The Contractor shall use roofing material to protect such areas from being double sprayed.

9. Penalty for Late Aggregate Sweeping

Failure to complete aggregate sweeping shall not be considered to be subject to the liquidated damage clause. However, timely removal of the loose aggregate is important to the safety and welfare of the City's residents, and a penalty of $100 shall be deducted from the final payment for each day the project remains upswept beyond the allowable time period defined above.

10. Traffic Control and Project Signage

The Contractor shall barricade all traffic during application of the sealcoat and allow no traffic whatsoever until the aggregate has been applied and rolling operations have been completed. The Contractor shall also place and maintain "Loose Gravel" signs during the period between aggregate placement and the time it is finally swept. Signs shall be placed at all the entrances

of unsealed streets into sealed areas. Loose gravel signs shall be removed immediately upon sweeping of each area; failure to remove such signs will result in a contract deduct of $50 per sign and the signs will be removed and placed at the City's Public Works facility. Signs left at the Public Works facility for more than 30 days will become the property of the City.

11. City Aggregate Available for Use

The City has stockpiles of previously used seal coat aggregates which are located at the City Public Works facility located at 14100 Jasper Street N.W. The Contractor may utilize this aggregate on this project if it meets specifications. The Contractor shall screen this aggregate prior to use. The City will not be responsible for any damage to the Contractor's equipment which may result from the use of this material due to lack of screening.

12. Sanitary Facilities Required

The Contractor shall provide temporary sanitary facilities for the duration of their work, at a location to be approved by the Engineer. These facilities may be placed at the City's Public Works facility located at 14100 Jaspar Street. Use of existing Public Works temporary sanitary facilities will not be allowed.

13. Method of Payment

a) Bituminous material - Payment shall be made on a per gallon unit price by type.

b) Sealcoating Aggregate - Payment shall be made on a per square yard basis for cover aggregate by type.

c) Traffic control and signage - Payment shall be made on a lump sum basis for all necessary traffic control and signage required on City streets.

d) Pavement Striping – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required for the transportation, and placement of the required pavement striping shown on the plans, based upon type.

e) Pavement Markings – Payment shall be compensated per the basis shown on the pay estimate as compensation for all equipment, material, and labor costs required for the transportation, and placement of the required pavement markings shown on the plans.

f) Covering Pavement Markings – Pavement markings identified by City Staff as needing to be covered prior to sealcoat application shall be considered incidental to the work.

g) Other Items - Other items not specifically listed for payment herein but required by these specifications shall be considered incidental to the work.

SPECIAL PROVISIONS

1. General

These Special Provisions contain items of specific instruction and subject matter concerning construction detail and/or are modifications to the General Conditions and Standard Specifications. The Contractor shall conduct his work in conformance with the specifications set forth herein and in accordance with the Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, which is incorporated by reference to these specifications.

2. Project Schedule

The City of Ramsey anticipates, but does not guarantee, award of contract for the IP 17-03 Crack Seal and Seal Coating Program on June 27, 2017, with work to be completed no later than September 1, 2017.

3. Time for Completion and Liquidated Damages

The Contractor shall substantially complete the work within the time allowed as specified in section 2 above. Failure to complete the project within this specified time shall result in the payment as liquidated damages according to the schedule contained in Table 1807-1 of the Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition.

4. Working Hours

The work shall be carried out during normal daylight working hours in accordance with local ordinance and so as not to cause any unreasonable nuisance to affected residents. Under emergency conditions, this limitation may be waived in writing by the Engineer in conjunction with qualified local authority. Normal working hours in the City of Ramsey are considered to be from 7:00 a.m. to 10:00 p.m. on Monday through Saturday. Any work proposed on a Saturday must be approved 72 hours in advance to ensure adequate field oversight by a City representative. Work on a Sunday is only allowed by City Council approval.

5. Protection of Utilities and Structures

Overhead utilities, poles, mailboxes, etc. shall be protected against damage by the Contractor, and if damaged by the Contractor, shall be replaced by them at their expense.

6. Maintenance of Traffic

A minimum of one lane of traffic shall be maintained on all residential streets during the work. The Contractor shall have an operator on call at all times to ensure traffic movement within the project. Local access shall be maintained at all times.

The Contractor shall notify the local Police and Fire Departments prior to commencing construction that will restrict traffic on any City street to the degree that emergency traffic

could not be immediately facilitated. The Contractor shall provide necessary signs, flashers and barricades for any parking or driving lane closures. All signing shall conform to the most current version of the MNDOT Manual of Uniform Traffic Control Devices. All plans for lane closures shall be submitted to the Engineer for approval prior to any closures.

The cost of all work related to continuation and control of traffic, including maintenance of traffic, provision of continued access and the placement, maintenance or removal of traffic control devises should be included in the bid item unit price for Traffic Control. In the event the Contractor fails to maintain the street or provide signing, the City may perform the work and deduct the cost from any amount due the Contractor.

7. Cleanup and Restoration

When the work has been completed, the Contractor shall remove from the site all extra materials, equipment, debris and other supplies. All surfaces disturbed during the construction period shall be returned to their original condition or better. Contractor will be expected to provide a water truck for dust control during sweeping operations. Water is available at the automated water fill stations located at the Public Works Facility, 14100 Jaspar St and at 16645 Quicksilver Street. Water will not be allowed to be drawn from City hydrants.

If excessive amounts of sealcoat aggregate are still visible on the roadways and boulevard areas following the initial two required sweepings, the Contractor will be required to perform additional sweeping, as necessary, at no additional compensation.

8. Permits

Wherever the work shall enter into the right-of-way of any County Highway, the Contractor shall obtain a permit from the Anoka County Highway Department. Contact the Anoka County Highway Department at (763) 862-4200. Whenever work shall enter the right-of-way of Highway 10 or Trunk Highway 47, the Contractor shall obtain a permit from MnDOT. A City contractor's license is also required from the building department at (763) 433-9833.

9. Striping

The Contractor shall mark all existing striping with reflective markers prior to the work. Following the work the Contactor shall restripe the pavement in conformance with the original marking, unless directed otherwise by the Engineer. All paint shall be Epoxy conforming to the latest MNDOT specifications.

CONSTRUCTION CONTRACT

THIS AGREEMENT (the "Agreement") is made and entered into this 27th day of June, 2017, by and between _____ (the"Contractor") and the City of Ramsey, a Minnesota Municipal Corporation, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303 (the "Owner").

WITNESSETH

WHEREAS, the City has proposed a public improvement project for crack sealing and seal coating 13.7 miles of public streets throughout the city with City Improvement Project No. 17-03, 2017 Crack Seal and Seal Coat Program (the "Project"); and

WHEREAS, the Plans and Specifications necessary for construction of the Project are defined in the Contract Documents and Technicial Specifications dated May 23, 2017 (the "Contract Documents"); and

WHEREAS, the work required to complete the Project is defined in the Contract Documents (the "Work"); and

WHEREAS, the Contractor has made a written proposal and bid to the Owner to furnish the material, equipment, labor and everything necessary for the completion of the Work for the price and within the time schedule required by the Contract Documents; and

WHEREAS, the Contractor, as the lowest responsible bidder, has been awarded the contract for the Work by the City; and

WHEREAS, the Contractor, in consideration of the payments hereinafter provided, for itself and its successors, as the case may be, hereby covenants and agrees to and with the Owner to perform the Work and furnish the material, under the supervision of the City Engineer; and

WHEREAS, Contractor acknowledges:

1. That it understands the Contract Documents;

2. That it has the equipment, technical ability, personnel and facilities to construct the Project in accordance with the Contract Documents and that it is licensed by all applicable agencies and governmental entities;

3. That the Contract Documents are, in its opinion, appropriate and adequate for the complete construction of the Project in a sound and suitable manner.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

1. Work Performance. Contractor shall perform the Work as described in the Contract Documents which are incorporated herein by reference. Contractor agrees to comply with all federal, state, and local laws and ordinances applicable to the services to be

performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the services.

2. Commencement of Work. The Contractor shall commence work on the Project within ten (10) days of the date of the Notice to Proceed given by the City Engineer and shall have the Work substantially complete within the period specified in the Contract Documents. Failure to complete the work within this period will be cause for the Contractor to forfeit the amount as required by the Special Provisions terms of the Contract Documents and that it is appropriately licensed by all applicable agencies and governmental entities.

3. Contractor Compensation. The Owner shall compensate Contractor for the Work in the amount of $_____ based upon the Contractor's accepted bid subject to any additions or deductions provided therein, payment shall be made pursuant to the payment provisions outlined in the Contract Documents.

4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

5. Insurance Requirements.

   A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of $1,500,000 per occurrence; $2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
   B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of $1,000,000, combined single limit.
   C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
   D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverage's are in full force and effect.

6. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor

may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

7. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

   A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor, and shall continue in that order until one name remains.
   B. Litigation. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

8. General Provisions.

   A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

   B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.

   C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

   D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.

   E. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the City.

   F. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

      Notice to City: City of Ramsey
      Attention: City Engineer
      7550 Sunwood Drive NW
      Ramsey, MN 55303

      Notice to Contractor: _____

      _____

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

H. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

I. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the City.

J. Government Data. The Contractor agrees to maintain all data received from the City in the same manner as the City as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

L. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate counterparts the day and year first above written.

CONTRACTOR:

_____

By:_____

Its:_____

OWNER:

CITY OF RAMSEY

By:_____
Sarah Strommen, Its Mayor

ATTEST:

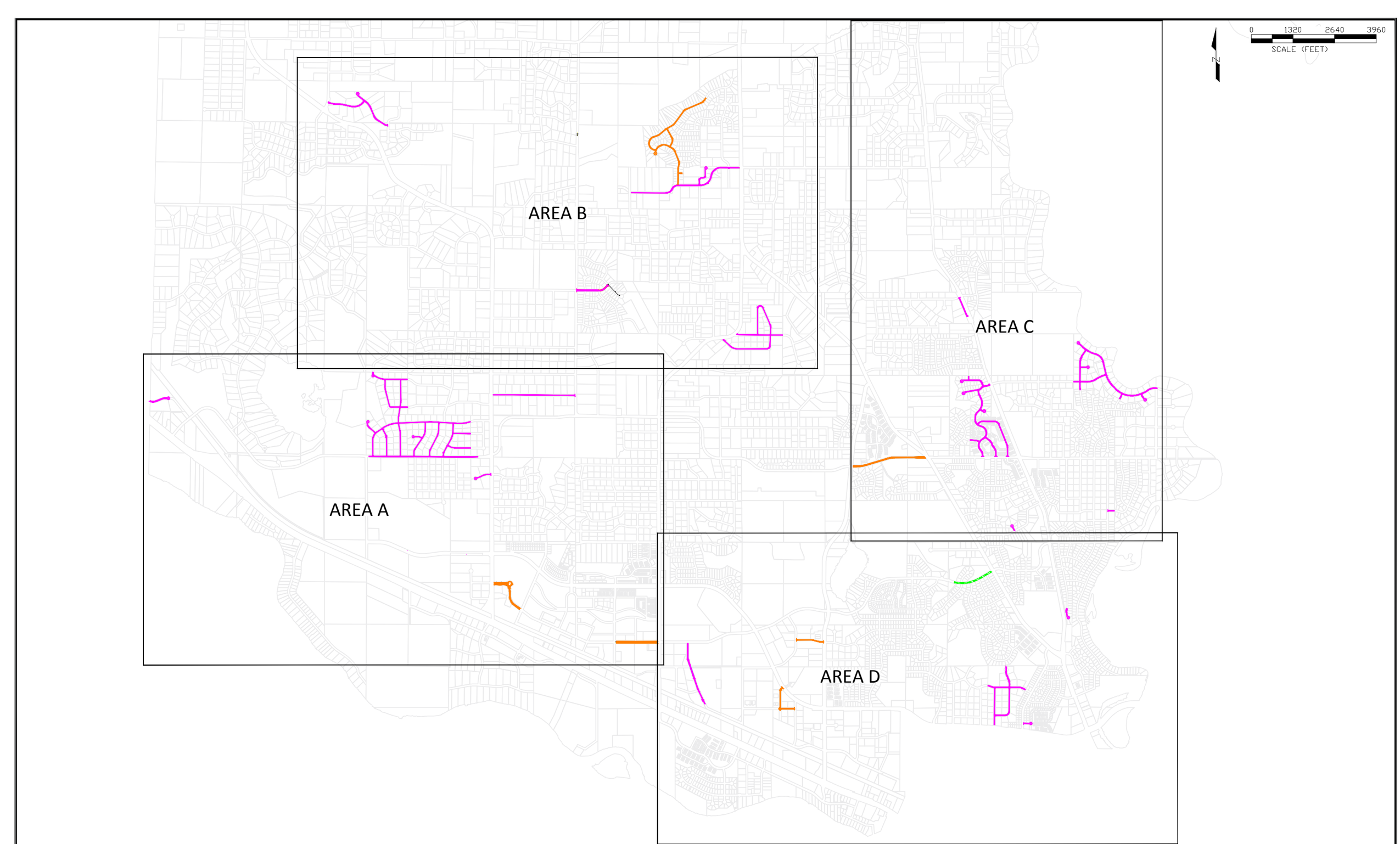
By:_____
Kurt Ulrich, Its City Administrator

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Joseph J. Langel, the duly authorized and acting legal representative of the City of Ramsey, do hereby certify that I have reviewed the attached contract dated June 27, 2017, between the City of Ramsey as Owner, and _____as Contractor. In addition, I have examined the attached Performance Bond of said Contractor as Principal, and _____ as Surety, dated _____, 2017, and which is the Surety's Bond No. _____. In addition, I have examined the attached Payment Bond of said Contractor as Principal, and _____ as Surety, dated _____, 2017, and which is the Surety's Bond No. _____. Based upon said review, I approve these documents to be Legal Form.

Dated: _____ _____

Ramsey City Attorney



CRACK SEAL AND SEAL COAT
CRACK SEAL ONLY
CRACK SEAL AND SEAL COAT - ALTERNATIVE AREA

NOTE: SEAL COAT - USE CRS-2 BIT MATERIAL
CUL-DE-SACS - USE CRS-2P BIT MATERIAL

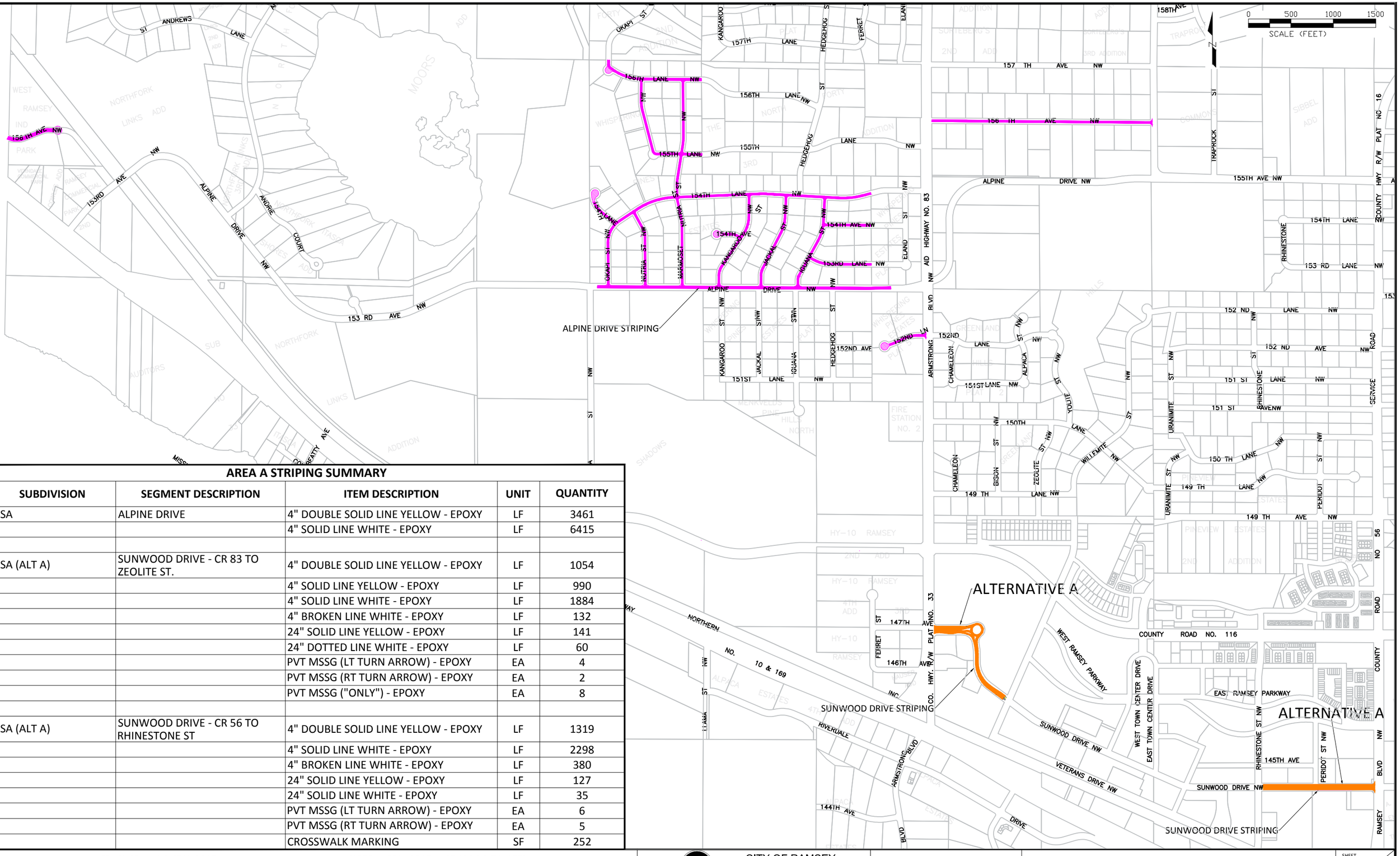
City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□2□□1□10 FA□ □6□□□□□□□□□

OVERALL MAP

2017 CRACK SEAL AND SEAL COAT PROJECT
CITY PROJECT NO. 17-03
CITY OF RAMSEY, MINNESOTA

SHEET 1 OF 5 SHEETS



AREA A STRIPING SUMMARY

SUBDIVISION	SEGMENT DESCRIPTION	ITEM DESCRIPTION	UNIT	QUANTITY
MSA	ALPINE DRIVE	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	3461
		4" SOLID LINE WHITE - EPOXY	LF	6415
MSA (ALT A)	SUNWOOD DRIVE - CR 83 TO ZEOLITE ST.	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	1054
		4" SOLID LINE YELLOW - EPOXY	LF	990
		4" SOLID LINE WHITE - EPOXY	LF	1884
		4" BROKEN LINE WHITE - EPOXY	LF	132
		24" SOLID LINE YELLOW - EPOXY	LF	141
		24" DOTTED LINE WHITE - EPOXY	LF	60
		PVT MSSG (LT TURN ARROW) - EPOXY	EA	4
		PVT MSSG (RT TURN ARROW) - EPOXY	EA	2
		PVT MSSG ("ONLY") - EPOXY	EA	8
MSA (ALT A)	SUNWOOD DRIVE - CR 56 TO RHINESTONE ST	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	1319
		4" SOLID LINE WHITE - EPOXY	LF	2298
		4" BROKEN LINE WHITE - EPOXY	LF	380
		24" SOLID LINE YELLOW - EPOXY	LF	127
		24" SOLID LINE WHITE - EPOXY	LF	35
		PVT MSSG (LT TURN ARROW) - EPOXY	EA	6
		PVT MSSG (RT TURN ARROW) - EPOXY	EA	5
		CROSSWALK MARKING	SF	252

CRACK SEAL AND SEAL COAT

CRACK SEAL ONLY

CRACK SEAL AND SEAL COAT - ALTERNATIVE A

NOTE: SEAL COAT - USE CRS-2 BIT MATERIAL

CUL-DE-SACS - USE CRS-2P BIT MATERIAL

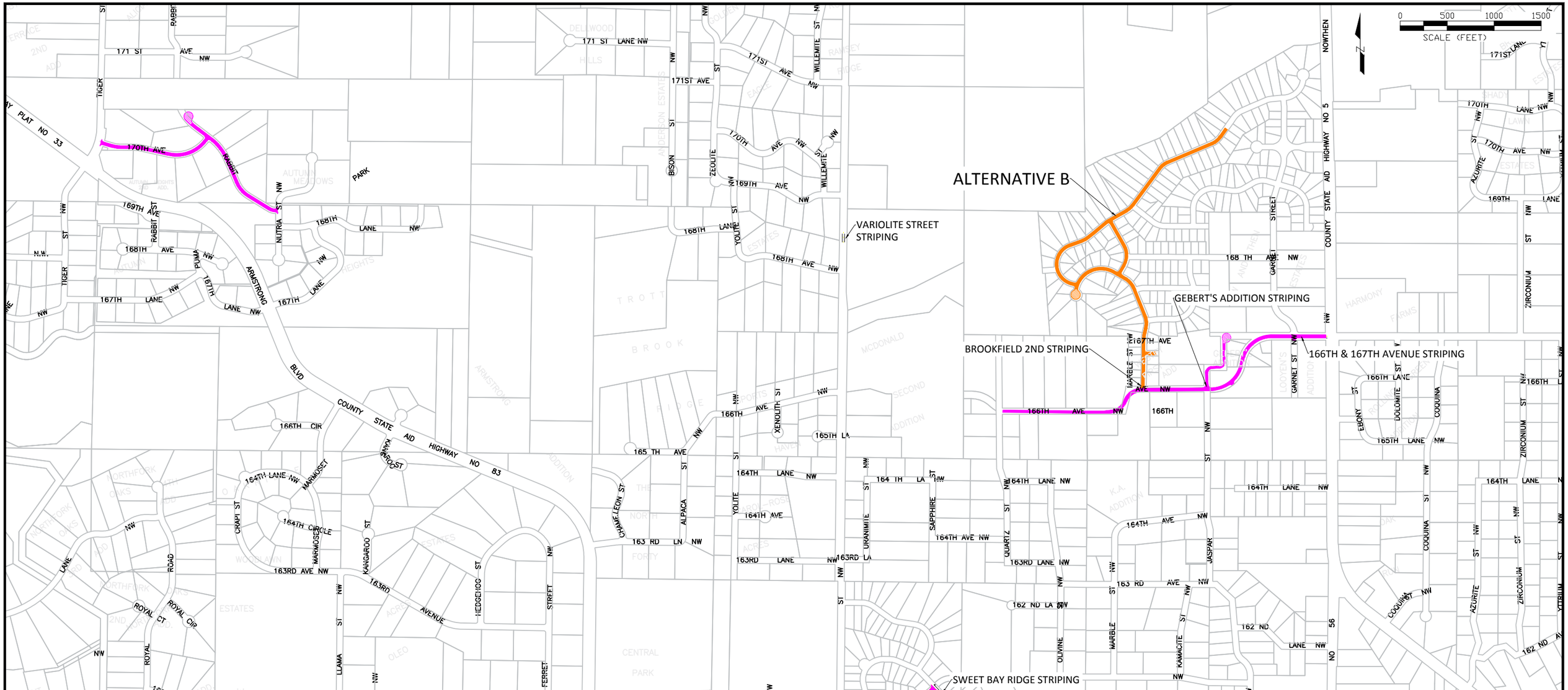
City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

DETAIL MAP
AREA A

2017 CRACK SEAL AND SEAL COAT PROJECT
CITY PROJECT NO. 17-03
CITY OF RAMSEY, MINNESOTA

SHEET 2 OF 5 SHEETS



AREA B STRIPING SUMMARY

SUBDIVISION	SEGMENT DESCRIPTION	ITEM DESCRIPTION	UNIT	QUANTITY
BROOKFIELD 2ND (ALT B)	LIMONITE STREET	CROSSWALK MARKING - EPOXY	SF	90
SWEET BAY RIDGE	RHINESTONE STREET	4" SOLID LINE WHITE - EPOXY	LF	525
		PVT MSSG (BIKE SYMBOL)	EA	3
MSA	VARIOLITE STREET	4" BROKEN LINE YELLOW - EPOXY	LF	30
		4" SOLID LINE WHITE - EPOXY	LF	180
MSA	167TH & 166TH AVENUE	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	2545
		4" SOLID LINE WHITE - EPOXY	LF	5125
GEBERT'S ADDTION	JASPAR STREET	CROSSWALK MARKING - EPOXY	SF	90

CRACK SEAL AND SEAL COAT

CRACK SEAL ONLY

CRACK SEAL AND SEAL COAT - ALTERNATIVE B

NOTE: SEAL COAT - USE CRS-2 BIT MATERIAL

CUL-DE-SACS - USE CRS-2P BIT MATERIAL

City of RAMSEY

CITY OF RAMSEY

□□□0 SUN□ OOD DRIVE

RAMSEY, MN □□□0□

□6□□□2□1□10 FA□ □6□□□□□□□□□

DETAIL MAP
AREA B

2017 CRACK SEAL AND SEAL COAT PROJECT
CITY PROJECT NO. 17-03
CITY OF RAMSEY, MINNESOTA

SHEET 3 OF 5 SHEETS

ALPINE DRIVE STRIPING

ALTERNATIVE C

0 500 1000 1500
SCALE (FEET)

AREA C STRIPING SUMMARY

SUBDIVISION	SEGMENT DESCRIPTION	ITEM DESCRIPTION	UNIT	QUANTITY
MSA (ALT C)	ALPINE DRIVE	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	2961
		4" SOLID LINE WHITE - EPOXY	LF	5263
		24" SOLID LINE YELLOW - EPOXY	LF	209

CRACK SEAL AND SEAL COAT

CRACK SEAL ONLY

CRACK SEAL AND SEAL COAT - ALTERNATIVE C

NOTE: SEAL COAT - USE CRS-2 BIT MATERIAL

CUL-DE-SACS - USE CRS-2P BIT MATERIAL

CITY OF RAMSEY

□□□0 SUN□ OOD DRIVE

RAMSEY, MN □□□0□

□6□□□2□□1□10 FA□ □6□□□□□□□□□

DETAIL MAP
AREA C

2017 CRACK SEAL AND SEAL COAT PROJECT
CITY PROJECT NO. 17-03
CITY OF RAMSEY, MINNESOTA

SHEET 4 OF 5 SHEETS

CRACK SEAL ONLY

ALTERNATIVE D

MALLARD POND STRIPING

0 500 1000 1500
SCALE (FEET)

AREA D STRIPING SUMMARY

SUBDIVISION	SEGMENT DESCRIPTION	ITEM DESCRIPTION	UNIT	QUANTITY
MALLARD POND	140TH AVENUE	24" SOLID LINE WHITE - EPOXY	LF	14

CRACK SEAL AND SEAL COAT

CRACK SEAL ONLY

CRACK SEAL AND SEAL COAT - ALTERNATIVE D

NOTE: SEAL COAT - USE CRS-2 BIT MATERIAL
CUL-DE-SACS - USE CRS-2P BIT MATERIAL

City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□1□10 FA□ □6□□□□□□□□□

DETAIL MAP
AREA D

2017 CRACK SEAL AND SEAL COAT PROJECT
CITY PROJECT NO. 17-03
CITY OF RAMSEY, MINNESOTA

SHEET 5 OF 5 SHEETS

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 5.**

Meeting Date: 06/27/2017

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #17-06-148 Accepting Bids and Awarding Contract for Improvement Project #17-09, Bunker Lake Boulevard Utility Extensions

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #17-06-148 accepting bids and awarding a Contract for Improvement Project #17-09, Bunker Lake Boulevard Utility Extensions.

Background:

Two development proposals are currently being considered for the Future Business Park area, which is generally shown in Figure 1 of the attached Future Business Park report prepared by Bolton & Menk, Inc. Both developments would be located in the City's MUSA area and as such would be served with City sewer and water.

Capstone Homes is proposing to construct a residential development consisting of just under 300 units. This development, known as Riverstone, is proposed to be located within the area bordered by the Northfork golf course, Alpine Drive, Puma Street, and Highway 10. Capstone contends that they are firmly committed to this project, as supported by the numerous non-refundable payments they have made to the current property owner.

PSD, LLC (PSD) is proposing to construct a new business park on 45 acres of land between Bunker Lake Boulevard and Highway 10, east of Puma Street. PSD has a letter of intent to purchase the land from Hageman Holdings. The PSD proposal initially includes mass site grading, storm water pond grading, and installation of utility stubs. PSD also appears to be firmly committed to this proposal.

When Bunker Lake Boulevard was improved west of Armstrong Boulevard in 2006, approximately the first 2,650 feet of Bunker Lake Boulevard west of Armstrong Boulevard was constructed with trunk sanitary sewer and watermain under a full pavement section. The remaining 1,400 feet or so of Bunker Lake Boulevard to Puma Street, as well as all of Puma Street between Bunker Lake Boulevard and Alpine Drive, was constructed with a temporary pavement section consisting of a few inches of aggregate base under about 2 inches of bituminous pavement. No public utilities were installed under the temporary pavement sections along Bunker Lake Boulevard or Puma Street.

The existing trunk watermain along Bunker Lake Boulevard is 16-inch ductile iron pipe (DIP). The existing trunk sanitary sewer is 18-inch polyvinyl chloride (PVC) pipe. These trunk utilities were intended to be extended to and along Puma Street based on demand, after which the streets would be constructed to permanent sections. The trunk utilities are currently located 3 or more feet south of the edge of the existing pavement section so extending the utilities can be accomplished by closing one lane of traffic on Bunker Lake Boulevard. Access to the existing home in the northeast corner of the intersection of Bunker Lake Boulevard and Puma Street would be maintained

throughout construction.

In March 2017, Bolton Menk updated the Future Business Park report to include estimated costs for extending trunk utilities to Puma Street. A copy of the updated report is attached. Per their report, costs to extend the 16-inch trunk watermain line 1,400 feet to Puma Street, including fire hydrants and service stubs to abutting properties to the north and south, were estimated at $154,000. Costs to extend the 18-inch trunk sanitary sewer line 1,400 feet to Puma Street, including manholes and service stubs to abutting properties to the north and south, were estimated at $179,000. These costs include 30% contingency and indirect costs. All costs to extend utilities are proposed to be paid with City sewer and water funds. The developer's share of these costs will be recovered through their trunk utility fees at the time of development.

The City is currently working with Capstone Homes to develop an assessment agreement to allow the City to construct the remaining public infrastructure needed to support their development, including trunk utilities, streets, and sidewalks/trails along Bunker Lake Boulevard and Puma Street. The assessment agreement will allow the City to assess the developer for a pro-rata share of construction costs. Staff anticipates being able to present the assessment agreement to the City Council for consideration of approval on July 25th.

Capstone Homes proposes to begin construction of the Riverstone development this summer, with development of the lots on the south end occurring first. To issue Certificates of Occupancy, homes must be served by City sewer and water. This requires the existing trunk utilities along Bunker Lake Boulevard to be extended through Puma Street. By completing this work as a City improvement project in advance of the assessment agreement improvements, Capstone Homes will be able to connect more homes to City sewer and water in the fall of 2017 due to the time that will be saved by extending trunk utilities to Puma Street in advance of the assessment agreement improvements.

Per City Council direction, Staff prepared plans and specifications to extend trunk sanitary sewer and watermain along Bunker Lake Boulevard through its intersection with Puma Street this summer to support the current Riverstone development proposal, as well as all future development proposals within the Future Business Park area. Attached is a copy of the draft plans for the proposed improvements.

The City Council accepted plans and specifications and authorized advertisements for bids on May 23rd. Bids were advertised May 26th and June 2nd. On June 21st, twelve (12) sealed bids were received and were publicly opened and read aloud. The bids were competitive and favorable, and complied with the advertisement for bids. Bids were checked for errors and omissions, then tabulated. Only one bid was adjusted; Ryan Company's bid increased by $3. See * in bid tabulation below.

CONTRACTOR	**TOTAL BID**
Metro Utilities, Inc.	$268,500.00
RL Larson Excavating, Inc.	$281,916.21
Douglas-Kerr Underground, LLC	$287,992.36
C & L Excavating, Inc.	$306,929.66
North Pine Aggregate, Inc.	$329,098.55
Lametti and Sons, Inc.	$374,700.00
Northdale Construction Co., Inc.	$382,505.76
SR Weidema, Inc.	$393,622.36
Dave Perkins Contracting, Inc.	$395,781.00
Kuechle Underground, Inc.	$397,152.13
Ryan Contracting Company	$411,463.00*
Northwest Asphalt, Inc.	$432,680.53
Engineer's Estimate	*$336,368.00*

The bid of Metro Utilities, Inc. of Elk River, Minnesota, in the amount of $268,500.00 for the total bid in accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder. The low bid is $67,868.00 (20.2%) less than the engineer's estimate of $336,368.00.

If Council accepts bids and awards a Contract to Metro Utilities, Inc., staff will issue a Notice of Award to initiate execution of a Contract and issuance of the required bonds and insurance. The City Attorney will then verify that the Contract, bonds, and insurance are in proper legal form prior to execution of the Contract. After the Contract is executed, a Notice to Proceed will be issued allowing construction to commence.

A preconstruction meeting will be conducted before construction begins. At this meeting, the contractor will provide the City with their proposed project schedule.

The proposed schedule for this project is as follows:

- June 27th – City Council accepts bids and awards contract
- July 10th – Begin construction
- August 25th – Complete construction

Notification:

Advertisements for bids were published in the Anoka Union Herald and in Finance and Commerce on May 26th and June 2nd.

Observations/Alternatives:

Observations:

City Staff prepared plans and specifications for completing the trunk utilities extension improvements in-house. Staff proposes to administer the project and to stake and inspect construction.

Staff will continue to work with property owners along Bunker Lake Boulevard to ensure all proposed utility service stubs are properly located to minimize or prevent future impacts to Bunker Lake Boulevard.

Repairs to the existing temporary street section due to the utilities extension work will consist only of temporary aggregate surfacing. This is because only a small area of Bunker Lake Boulevard is proposed to be disturbed during this project and the entire street is proposed to be reconstructed to a permanent section next spring. The City's aggregate base stockpile on the future Public Works campus site will be used for the temporary aggregate surfacing.

Alternatives:

Alternative #1 - Motion to adopt Resolution #17-06-148 accepting bids and awarding a Contract for Improvement Project #17-09, Bunker Lake Boulevard Utility Extensions.

Alternative #2 - Motion to deny adoption of Resolution #17-06-148 at this time.

Funding Source:

The low bid as submitted by Metro Utilities, Inc. is $268,500.00. After adding 23% for indirect costs, the total project cost becomes $330,255. All costs for the trunk utility extensions are proposed to be paid from City sewer and water funds.

Recommendation:

Staff recommends alternative #1 to support current and future development within the Future Business Park area.

Action:

Motion to adopt Resolution #17-06-148 accepting bids and awarding a Contract for Improvement Project #17-09, Bunker Lake Boulevard Utility Extensions.

Attachments

Resolution 1706148
Business Park Report
IP1709 Plans and Specs

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/22/2017 12:16 PM
Form Started By: Bruce Westby		Started On: 06/19/2017 06:52 AM
Final Approval Date: 06/22/2017		

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-148

RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR IMPROVEMENT PROJECT #17-09, BUNKER LAKE BOULEVARD UTILITIES EXTENSION

WHEREAS, when Bunker Lake Boulevard was extended west of Armstrong Boulevard in 2006, public utilities (sanitary sewer and watermain) were constructed to a point approximately 2,650 feet west of Bunker Lake Boulevard; and

WHEREAS, public utilities were not constructed under the remaining 1,400 feet or so of Bunker Lake Boulevard, east of its intersection with Puma Street; and

WHEREAS, a large residential development proposal west of Puma Street that will require public utilities to serve the development is currently under review by the City; and

WHEREAS, the developer proposes to complete construction of numerous residential properties in the fall of 2017; and

WHEREAS, the existing public utilities under Bunker Lake Boulevard will need to be extended through the intersection of Bunker Lake Boulevard and Puma Street to serve the residential properties within the proposed development; and

WHEREAS, extending the public utilities will also allow for development of all other parcels abutting the west end of Bunker Lake Boulevard, as well as along Puma Street to Alpine Drive, which are all located within the Future Business Park area; and

WHEREAS, on April 25, 2017 the City Engineer was ordered to prepare plans and specifications for extending public utilities to the west end of Bunker Lake Boulevard; and

WHEREAS, pursuant to Ramsey City Council resolution #17-05-119, adopted May 23, 2017, the City Council accepted final plans and specifications and authorized advertisements for bids for said improvements; and

WHEREAS, sealed bids were received, opened, and tabulated on June 21, 2017, and the following bids were found to comply with the advertisement for bids; and

CONTRACTOR	**TOTAL BID**
Metro Utilities, Inc.	$268,500.00
RL Larson Excavating, Inc.	$281,916.21
Douglas-Kerr Underground, LLC	$287,992.36
C & L Excavating, Inc.	$306,929.66
North Pine Aggregate, Inc.	$329,098.55

Lametti and Sons, Inc.	$374,700.00
Northdale Construction Co., Inc.	$382,505.76
SR Weidema, Inc.	$393,622.36
Dave Perkins Contracting, Inc.	$395,781.00
Kuechle Underground, Inc.	$397,152.13
Ryan Contracting Company	$411,463.00*
Northwest Asphalt, Inc.	$432,680.53
Engineer's Estimate	*$336,368.00*

*Bid adjusted up $3

WHEREAS, the bid of Metro Utilities, Inc. of Elk River, Minnesota, in the amount of $268,500.00 for the total bid in accordance with the approved plans and specifications and advertisement for bids, is the lowest responsible bidder and their bid shall be and hereby is accepted.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with said bidder for the construction of said improvements for and on behalf of the City of Ramsey.

2) The City Administrator is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids at such time that a contract has been executed.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

BOLTON & MENK

Real People. Real Solutions.

City of Ramsey

Future Business Park

March 2017 Update

Analysis and Report

Submitted by:
Bolton & Menk, Inc.
7533 Sunwood Drive NW
Suite 206
Ramsey, MN 55303
P: 763-433-2851

Table of Contents

EXECUTIVE SUMMARY 1
I. INTRODUCTION 2
II. LAND USE UPDATES 2
III. PRELIMINARY CONSIDERATIONS 2
IV. DISCUSSION OF PHASES/IMPROVEMENTS 3
A. Phase 1A 3
B. Phase 1B 3
C. Phase 2 3
D. Future Phase 4
E. Area of Additional Consideration 4
V. ASSUMPTIONS CARRIED FORWARD 4
VI. ADDITIONAL ANALYSIS 5
a. Traffic Analysis Update 5
b. Short Term Improvements 5
c. Mid-Term Improvements 6
d. Long-Term Improvements 6
e. Discussion of Findings 6
VII. ADDITIONAL IMPROVEMENT CONSIDERATIONS 7
VIII. COST CONSIDERATIONS 8
IX. COST ALLOCATION ALTERNATIVES 9

Appendix

Appendix A: Figures
Appendix B: Traffic Study

EXECUTIVE SUMMARY

The City of Ramsey identified the need to prepare for the development of a new business park within the City. A large area of privately owned green-field space located on the north side of Trunk Highway 10, west of Armstrong Boulevard, was identified for a future Ramsey Business Park. A report was prepared in late 2015 and early 2016 which reviewed traffic impacts and outlined infrastructure needs related to business park area.

Development pressures have resulted in proposed land use changes for a portion of the study area. Phasing of the development activities in this area is also different than previously anticipated. As a result, the City requested an update to the previous analysis.

This update primarily includes a study of traffic impacts resulting from the revised anticipated land uses in the business park.

The updated analysis indicates the required improvements within the study area can be implemented based on the phasing plan currently proposed. Each series of improvements for Bunker Lake Boulevard and Puma Street can be implemented as the properties immediately adjacent to the roadways are developed.

Future improvements required to serve the area include:

- Expansion of Bunker Lake Boulevard (west of Armstrong Boulevard) to a four lane section,
- Expansion of the west end of Bunker Lake Boulevard and Puma Street to three lane sections,
- Construction of right turn lanes at entrances,
- Extension of an 18-inch sanitary sewer line along Bunker Lake Boulevard and Puma Street,
- North of the Puma Street/Bunker Lake Boulevard intersection, construction of a lift station,
- North of the lift station, extension of a 12-inch sanitary sewer gravity main,
- Extension of a 16-inch water main along Bunker Lake Boulevard and Puma Street,
- Use of regional rate control basins to maintaining existing flow rates into the COR,
- Installation of street lighting, trails/sidewalks, and landscaping consistent with City Policy, and
- Obtaining of ROW required for improvements during the platting process.

Total costs for all public improvements are approximately $6,819,000, assuming the project is constructed according to the phases described in this report. The costs are considered project costs and include 30% contingencies and project development costs (administrative, engineering, and fiscal).

Costs related to trunk sanitary sewer and trunk watermain were assumed to be paid from City utility funds. The City will need to develop a funding strategy for the remaining $5,419,000 in public improvement costs.

The information presented in this report is intended to allow for discussions with property owners and developers, as well as allow the City to begin considering funding options.

I. INTRODUCTION

The Ramsey City Council and Ramsey Economic Development Authority (EDA) identified the need to prepare for the development of a new business park within the City. The City identified a large area of privately owned green-field space located on the north side of Trunk Highway 10, west of Armstrong Boulevard, for a future Ramsey Business Park. A report was prepared in late 2015 and early 2016 which reviewed traffic impacts and outlined infrastructure needs related to the business park area. That report is incorporated by reference to this update.

Development pressures have resulted in proposed land use changes for a portion of the study area. Phasing of the development activities in this area is also different than previously anticipated. As a result, the City requested an update to the previous analysis.

The previous report provided a comprehensive analysis of the study area. This update focuses primarily on areas located adjacent to Puma Street, with a more cursory review of the remaining study area. Infrastructure needed and potential cost allocations related to the required improvements are included in this review.

The overall study area boundary remains unchanged from the previous study (see Figure 1).

II. LAND USE UPDATES

The primary land use changes relate to the area west of Puma Street and north of Bunker Lake Boulevard. The area west of Puma Street was previously a combination of Business Park and Medium Density Residential, and will now be all Medium Density Residential. The area north of Bunker Lake Boulevard had been Public, and will now be Business Park (see Figure 2 for updated land uses).

III. PRELIMINARY CONSIDERATIONS

The previous study described the roadway and public utility improvements required to serve the study area.

Public utility improvements are based on information contained in the City's Comprehensive Plans for sanitary sewer and water. The proposed updates in land use for this specific area are not anticipated to change the strategies contained in those Comprehensive Plans. The sanitary sewer and water system improvements, as outlined in the previous study, are still considered as base requirements for developments occurring in this area.

Roadway improvements require additional analysis based on the new land uses. Both the Average Annual Daily Traffic (AADT) and the Peak Hour turning movements are expected to change due to the updated land uses. The required roadway geometrics (number of through lanes, turns lanes, etc.) will be reviewed and compared to those described in the previous study.

Traffic patterns are expected to change as a result of the changes in land use. For example:

- For Business Park uses, traffic would be expected to enter the area in the morning (AM Peak Hour) and leave in the evening (PM Peak Hour).
- For Residential uses, traffic would be expected to leave the area during the AM Peak Hour and return during the PM Peak Hour.
- For Public, or School, uses, traffic would be expected to enter the area during the AM Peak Hour, leave during an early PM Peak Hour, and not impact the traditional PM Peak Hour. Also,

special events at School properties typically occur at off-peak times, creating congestion outside of the typical peak hours.

The updated land uses include Business Park areas being converted to residential, and also Public areas being converted to Business Park.

IV. DISCUSSION OF PHASES/IMPROVEMENTS

The previous analysis considered a phasing plan beginning a quarter of a mile west of Armstrong Boulevard and then systematically extending to the west along Bunker Lake Boulevard and then north along Puma Street. New development pressures create a revised phasing strategy for implementation of infrastructure improvements.

A Preliminary Plat is anticipated for the 87.8 acre property immediately west of Puma Street and extending from the Union Pacific Railroad tracks to Alpine Avenue. This area is anticipated to ultimately contain 351 lots and be phased from south to north.

The current phasing strategy is depicted on Figure 3. A discussion of the phasing, along with required infrastructure improvements is described below:

A. Phase 1A

The phase 1A improvements are as depicted on Figure 4. The developments will include both Residential and Business Park uses.

The public utility improvements will consist of extending the sanitary sewer and water mains to Puma Street. The utilities will need to be extended beyond the future roadway improvements to avoid the need to impact those facilities when future phases occur.

The roadway improvements will include construction of Bunker Lake Boulevard from the previously constructed west access to the former school property to Puma Street.

B. Phase 1B

See Figure 5 for the anticipated Phase 1B development area. The improvements will include both Residential and Business Park uses, extending north from the Phase 1A development area. The Phase 1B development area is anticipated to extend to the low area along Puma Street.

The public utility improvements will consist of extending the sanitary sewer and water mains north along Puma Street. The utilities will need to be extended beyond the future roadway improvements to avoid the need to impact those facilities when future phases occur.

The roadway improvements will include construction of Puma Street from Bunker Lake Boulevard to the low area along Puma Street.

C. Phase 2

See Figure 6 for the anticipated Phase 2 development area. The improvements are anticipated to consist entirely of residential uses, extending from the low area along Puma Street to Alpine Drive.

The public utility improvements will consist of extending the sanitary sewer and water mains north along Puma Street. The utilities will need to be extended to Alpine Drive, with consideration given to future extensions along Alpine Drive.

The roadway improvements will include construction of Puma Street from the low area

along Puma Street to Alpine Drive.

D. Future Phase

The future phase of development is depicted on figure 7, and includes an area east of the Phase 1A, Phase 1B and Phase 2 improvements.

The area includes Business Park uses. The north half of Bunker Lake Boulevard, along with sanitary sewer and water mains have been constructed through this area. Roadway improvements will include construction of the south half of Bunker Lake Boulevard.

E. Area of Additional Consideration

This area is depicted on Figure 8 and is comprised of the areas along the first ¼ mile of Bunker Lake Boulevard west of Armstrong Boulevard which may access Bunker Lake Boulevard in the future. There is the potential for this area to be developed as a commercial/retail center, which would be a significant traffic generator. There is also the potential for the property located south of Bunker Lake Boulevard to access Armstrong Boulevard at 147th Avenue, which would relieve stress on the Bunker Lake Boulevard and Armstrong Avenue intersection.

V. ASSUMPTIONS CARRIED FORWARD

The primary focus of this analysis is related to providing infrastructure to serve development along Puma Street in the near future. In the previous study, assumptions were made that should be considered by the City as developments are brought forward. The following is a summary of those items:

Right-of-Way Requirements

We have assumed that most of the required improvements will be development driven and Right of Way will be secured through the platting process. The City will need to review the right of way required and secure needed easements during the Preliminary Platting process.

Phased Improvements

A general understanding of the improvements required to ultimately serve the area along with an anticipated sequencing of the improvements is described above. Changes in the sequencing of the improvements could impact the facilities needed for each phase and the costs associated with those improvements.

Jurisdictional Authority/Approvals/Permits

As the project moves from the planning stages to design and construction, permits will be required from various agencies. The following agencies will be permitting entities for considered improvements:

- Minnesota Department of Transportation State Aid: Bunker Lake Boulevard and Puma Street are State Aid routes,
- Minnesota Pollution Control Agency: NPDES Storm Water Permit,
- Minnesota Pollution Control Agency: Sanitary Sewer Extension Permit,
- Minnesota Department of Health (MDH): Watermain Extension and Dewatering,
- Anoka County: Work in Right of Way, and
- Lower Rum River Watershed Management Organization: Storm Water.

Both MnDOT and Anoka County were engaged during the previous study process. Comments from both agencies are reflected in the improvements considered in this report.

Previous Improvements

Significant consideration and planning was completed prior to completion of the improvements constructed in 2011. Those improvements included street, trail, sanitary sewer and water distribution. Additionally, consideration was given to storm water management strategies and a potential 30-inch raw watermain from a future intake on the Mississippi River to the proposed site of the water treatment plant, just south of Fire Station No. 1. All previous analyses and reports are considered as a part of this analysis.

VI. ADDITIONAL ANALYSIS

In the previous analysis, we completed traffic and storm water studies and reviewed City Comprehensive Plans for sanitary sewer and water main needs for the study area. Based on the changes in proposed land use, the traffic study requires revisions. The storm water requirements, along with the sanitary sewer and water main needs, are unchanged as a result of the revised land uses. The following paragraphs relate key findings of the traffic analysis. The complete analysis is included in Appendix B of this report.

a. Traffic Analysis Update

The traffic analysis was completed to determine required lane geometry for Bunker Lake Boulevard and Puma Street, along with turn lane requirements at four intersections in the study area.

The revised land uses result in an increase of 18,100 trips per day into and out of the area at full build. This is at the low end of the range previously calculated for the area (18,500 to 23,300).

Note: Short term improvements are intended to mitigate current safety or operations problems, along with full development of the Study Area. Mid-term improvements are anticipated safety related improvements that may be required within the study area. Long-term improvements are anticipated safety improvements required as a result of growth in the region.

b. Short Term Improvements

- Armstrong Boulevard & Bunker Lake Boulevard:
    - Bunker Lake Boulevard is proposed to be reconstructed in the near future by Anoka County to a four lane divided road between Ramsey Boulevard and Armstrong Boulevard. The dual southbound left turn lanes at this intersection will be striped when Bunker Lake Boulevard is reconstructed. A southbound double left turn lane will help reduce queues entering the COR development.
    - Plan for eastbound dual-right turn lanes, two eastbound through lanes, and a 300 ft. left turn lane.
- Bunker Lake Boulevard (west of Armstrong Boulevard):
    - Expand to a four lane section for development to the first full access to the west of Armstrong Boulevard. This will be between 540 ft. to 775 ft., depending on access from the COR to Bunker Lake Boulevard.

- The eastbound approach should include a left turn lane, two through lanes, and one right turn lane.

- Bunker Lake Boulevard (west of commercial section to Puma Street):
  - Expand to a three lane section for development.
  - Right turn lanes (locations and lengths) will be determined based on development type. Right turn lanes will typically be required where development related trips are anticipated to be more than 100 per day.

- Puma Street:
  - Expand to a three lane section for development (two through lanes and one center left turn lane). Depending on what type of developments occur on the east side of Puma Street, and where those accesses are located, Puma Street could potentially remain as a two lane roadway.
  - Right turn lanes (locations and lengths) will be determined based on development type.

- Bunker Lake Boulevard & Puma Street Intersection:
  - An all-way stop or single lane roundabout will operate adequately at this intersection for the 2040 Full-Build conditions. A southbound left turn lane and westbound right turn lane are recommended for an all way stop.

c. Mid-Term Improvements

- See attached Traffic Memorandum in Appendix B.

d. Long-Term Improvements

- See attached Traffic Memorandum in Appendix B.

e. Discussion of Findings

- The required improvements within the study area can be implemented based on the phasing plan described above. Each series of improvements for Bunker Lake Boulevard and Puma Street can be implemented as the properties immediately adjacent to the roadways are developed.
- Puma Street could potentially be developed as a two lane section with right and left turn lanes at key access points. This will depend on access point locations, type of development on the east side of Puma Street, and location of accesses along the corridor. We recommend proceeding with the three lane section at this time due to the uncertainties of development in the area.
- For Phase 1A, right turn lanes will most likely be required both eastbound and westbound along Bunker Lake Boulevard and southbound along Puma Street at proposed access locations. Temporary paving will be required to transition back to the existing Bunker Lake Boulevard and the existing Puma Street.
- For Phase 1B, right turn lanes will most likely be required both northbound and southbound along Puma Street at proposed development access locations. Temporary paving will be required to transition back to the existing Puma Street.
- For Phase 2, right turn lanes will most likely be required both northbound and southbound along Puma Street at proposed development access locations.

- For the Future Phase, right turn lanes will most likely be required along Bunker Lake Boulevard in both the eastbound and westbound directions. Temporary paving will be required to transition back to the existing Bunker Lake Boulevard.
- Our analysis indicates that, while nearing capacity, the intersection of Bunker Lake Boulevard and Armstrong Boulevard will not require improvements until the Area of Additional Consideration is developed.

VII. ADDITIONAL IMPROVEMENT CONSIDERATIONS

For more detailed information of each of the following items, please reference the previous study report.

Street Lighting

The costs included for street lighting were derived from recent projects within the City of Ramsey.

Trails/Sidewalks

Project costs shown in this report include trails along the south side of Bunker Lake Boulevard and the east side of Puma Street.

Phase Transitions

Bunker Lake Boulevard and Puma Street will be constructed to wider sections than currently exist. Because the roadways will be constructed in phases, they will need to taper to meet the existing, narrower roadway widths. These taper sections will then be removed as the next phase of improvements is completed. Costs were included in each phase for these tapering roadway sections.

Right Turn Lane Additions

Right turn lanes will be required at each access off of Bunker Lake Boulevard and Puma Street. The actual access locations will be dependent upon the type of land use and internal site characteristics. We included allowances for the right turn lanes in each phase for budgeting purposes.

Landscaping

The improvements considered with this report include a very utilitarian landscaping approach to the area. Bituminous trails and lighting were included, but other features, such as trees, shrubs, decorative features and monuments are not included in the estimated project costs.

Right of Way and Easements

We assumed that required rights of way would be dedicated as a portion of the development process and no costs are included in the project costs for acquisitions.

VIII. COST CONSIDERATIONS

Costs were developed based upon phased implementation. The phasing is as depicted on the figures in Appendix A. All costs presented in the following pages are 2017 costs, with no allowance for inflation.

Phases 1A, 1B and 2

Improvement Type	Phase 1A	Phase 1B	Phase 2
Roadway	$ 795,000	$ 940,000	$ 675,000
Roadway Transitions	$ 66,000	$ 78,000	$ 56,000
Right Turn Lanes	$ 132,000	$ 156,000	$ 112,000
Trails/Sidewalks	$ 106,000	$ 125,000	$ 90,000
Storm Water Management	$ 0	$ 48,000	$ 16,000
Street Lighting	$ 76,000	$ 90,000	$ 65,000
Trunk Water	$ 154,000	$ 182,000	$ 131,000
Trunk Sanitary Sewer	$ 179,000	$ 545,000	$ 179,000
Total Costs/Phase	**$ 1,508,000**	**$ 2,164,000**	**$ 1,324,000**
Total Costs less Public Utilities	**$ 1,175,000**	**$ 1,437,000**	**$ 1,014,000**

Future Phases

Improvement Type	Future East	Additional Area
Roadway	$ 628,000	$ 580,000
Roadway Transitions	$ 62,000	$ 58,000
Right Turn Lanes	$ 52,000	$ 48,000
Trails/Sidewalks	$ 115,000	$ 106,000
Storm Water Management	$ 0	$ 0
Street Lighting	$ 75,000	$ 69,000
Trunk Water	$ 19,000	$ 0
Trunk Sanitary Sewer	$ 11,000	$ 0
Total Costs/Phase	**$ 962,000**	**$ 861,000**
Total Costs less Public Utilities	**$ 932,000**	**$ 861,000**

Total Cost all Phases	**$ 6,819,000**
Total Cost all Phases less Public Utilities	**$ 5,419,000**

The above costs are considered project costs and include 30% contingencies and project development costs. Project development costs include administrative, engineering, and fiscal related costs.

The roadway transition costs are allotments for phase transitions associated with tapering pavements sections to match in-place sections where required, and subsequent removals of the transition areas.

The right turn lane costs depicted in the tables include a 150 ft turn lane with 1:10 taper sections.

Street lighting costs are based upon recent installations within the City of Ramsey.

For storm water management, costs were included for manholes, catch basins, and pipe within the street sections and included in the roadway costs. For Phases 1B and 2, ponding costs were included for excavation related activities. We assumed a ponding area would be acquired through the platting process, and ponding within a development site would be expanded to include volume for roadway drainage.

The Phase 1A limits are based upon the area that can be served by a gravity sanitary sewer system. The Phase 1B sanitary sewer costs include a lift station and forcemain.

IX. COST ALLOCATION ALTERNATIVES

The costs, or a portion of the costs, of the improvements are typically allocated back to adjacent properties through the use of assessments, fees and other methods. The costs are typically allocated in a way that is equitable to the properties benefitting from the improvements. Public improvements that will become City owned and maintained are typically constructed through a public process, while secondary improvements are constructed by the developer. For our analysis, we assumed the following items would be constructed through the public process:

- Bunker Lake Boulevard and Puma Street, including storm water conveyance systems,
- Trunk Water Facilities,
- Trunk Sanitary Sewer Facilities,
- Trails, and
- Street Lighting.

While the street lights will most likely be installed by a private utility and the trails could potentially be constructed by the property owner, we have included these items as public improvements.

Other improvements were considered secondary and are typically the property owner's responsibility to install:

- Sanitary Sewer Service Extensions,
- Water Service Extensions,
- Natural Gas Lines to Buildings,
- Telephone Service to Buildings,
- Electric Service to Buildings,
- Site Grading,
- Site Landscaping,
- Site Storm Water Conveyance,
- Storm Water Ponding, and
- Easement Dedication.

These types of improvements are typically inspected by the City for conformity with applicable codes and standards, but are constructed by the property owner.

Figure 9 depicts the parcels considered for this report and also provides additional information related to each parcel. Similar information is presented in the following table:

Identification Number	Zoning Classification	Gross Area less NWI Area (Acres)	Adjusted Frontage (Ft)
Phase 1A			
1	B-2 Business District	20.307	1,358
2	B-2 Business District	10.843	1,002
4	R-2 Medium Density Residential	9.231	120
5	R-2 Medium Density Residential	19.691	399
Phase 1A Totals		**60.072**	**2,879**
Phase 1B			
6	B-2 Business District	27.116	1,141
7	R-2 Medium Density Residential	16.022	928
Phase 1B Totals		**43.138**	**2,069**
Phase 2			
8	R-1 Low Density Residential	28.338	683
9	R-1 Low Density Residential	4.107	419
10	R-2 Medium Density Residential	35.285	1,289
Phase 2 Totals		**67.730**	**2,391**
Future			
11	B-2 Business District	24.801	1,343
12	B-2 Business District	23.324	1,345
13	B-2 Business District	11.529	0
Future Phase Totals		**59.654**	**2,688**
Additional Area			
14	COR	7.507	1,263
15	R-1 MUSA	7.878	1,261
Additional Area Totals		**15.385**	**2,524**
Totals all Phases		**245.979**	**12,551**

Note: The table above includes a column for Gross Area – NWI Area. This represents the total area of the parcel based on GIS mapping, less the wetland area per the National Wetland Inventory (NWI) GIS mapping.

The zoning classifications listed in the table above are based on anticipated future zoning for the study area. Gross areas and frontages are based on GIS information and will most likely be refined during subsequent phases of project development.

A portion of the improvements will be paid by the City either through utility funds or other means. A list of assumptions is as follows:

- All trunk water and sanitary sewer system costs will be paid for through the City utility funds,
- Storm water management costs are related to ponding and are considered integral to roadway construction,
- Assessments will be made to benefitting properties as each phase is constructed,
- Two standard methods of assessments were analyzed including: Frontage and Area.
- The City's existing assessment policy very closely matches the Frontage method, and
- Gross acreage (less NWI Wetland acreage) was used in lieu of net developable acreage in the calculations below.
- Lot 3 was not considered in the assessments as the lot is zoned residential. The resultant assessment amounts are considered negligible related to the entire Business Park area.
- Lots 14 and 15 abut Armstrong Boulevard, a County roadway, and will access off of Bunker Lake Boulevard. Lots 1 and 4 abut a portion of the Puma Street right of way that is anticipated to be vacated. Lots 8, 9 and 10 abut Alpine Drive, but access will be limited to Puma Street.

The table below depicts a distribution based on all costs being assessed to the benefitting properties. We have assumed for this analysis the costs would be assessed to properties benefitting from each phase of construction. For instance, properties directly benefitting from Phase 1 improvements would be assessed for Phase 1 costs at the time of Phase 1 improvements.

Calculations were based on the areas and front footages, along with the costs per phase as developed earlier within this report. Trunk sanitary sewer and trunk watermain were considered City costs and were not included in the calculations. While this study focuses primarily on Phases 1 – 3, the future phase and the area of additional consideration were included for comparison. A summary of the unit costs used in the calculations is presented below:

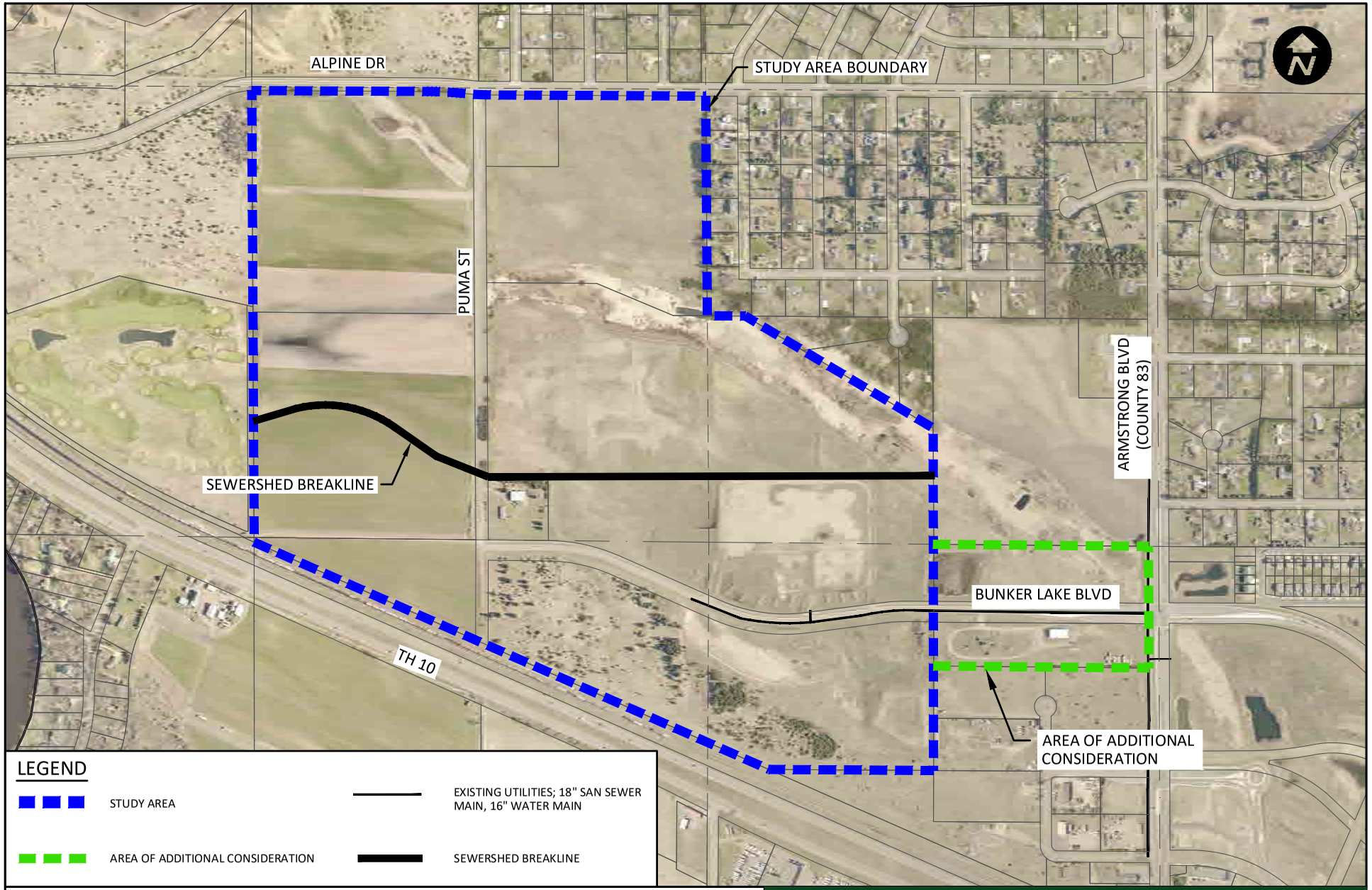
Phase	Frontage Method (Cost/FF)	Area Method (Cost/Acre)
1A	$ 408.13	$ 19,559.86
1B	$ 694.54	$ 33,311.70
2	$ 424.09	$ 14,971.21
Future	$ 346.73	$ 15,623.43
Additional Area	$ 341.13	$ 55,963.60

Based on the above cost distribution, the potential assessments per lot per phase is depicted below:

Identification Number	Frontage Method	Area Method
Phase 1A		
1	$ 554,200	$ 397,200
2	$ 409,000	$ 212,100
4	$ 49,000	$ 180,500
5	$ 162,800	$ 385,200
Phase 1A Totals	**$ 1,175,000**	**$ 1,175,000**
Phase 1B		
6	$ 792,500	$ 903,300
7	$ 644,500	$ 533,700
Phase 1B Totals	**$ 1,437,000**	**$ 1,437,000**
Phase 2		
8	$ 289,700	$ 424,300
9	$ 177,700	$ 61,500
10	$ 546,700	$ 528,300
Phase 2 Totals	**$ 1,014,000**	**$ 1,014,000**
Future Phase		
11	$ 465,700	$ 387,500
12	$ 466,400	$ 364,400
13	$ 0	$ 180,100
Future Phase Totals	**$ 932,000**	**$ 932,000**
Additional Area		
14	$ 430,800	$ 420,100
15	$ 430,200	$ 440,900
Additional Area Totals	**$ 861,000**	**$ 861,000**
Total all Phases	**$ 5,419,000**	**$ 5,419,000**

The information presented in this section of the report is intended to allow for discussions with property owners and developers to be initiated. Refinement of the amounts presented is anticipated based on those discussions.

Appendix A: Figures



BOLTON & MENK

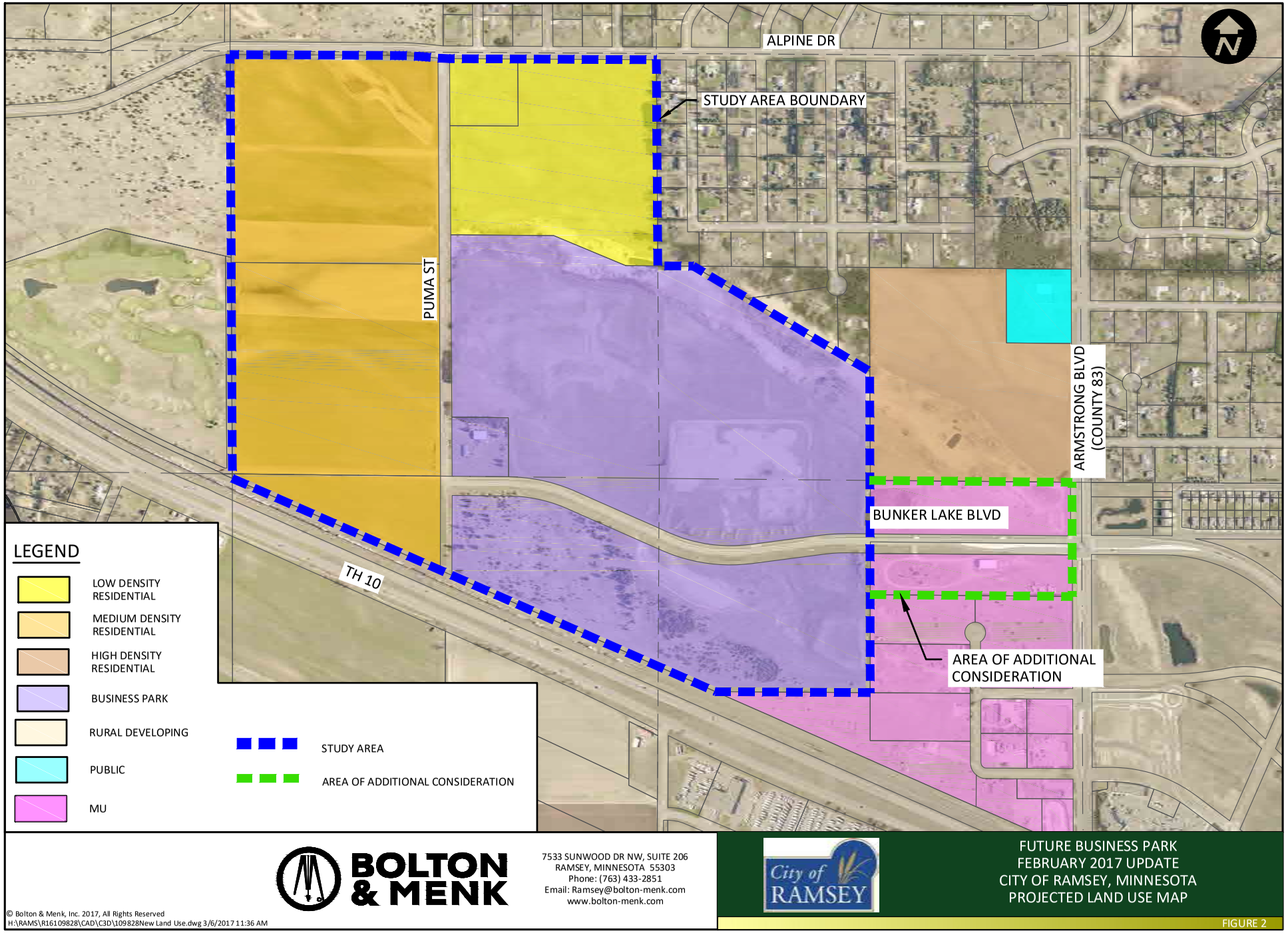
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
LOCATION & EXISTING CONDITIONS

FIGURE 1

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16109828\CAD\C3D\109828New Land Use.dwg 3/6/2017 11:36 AM



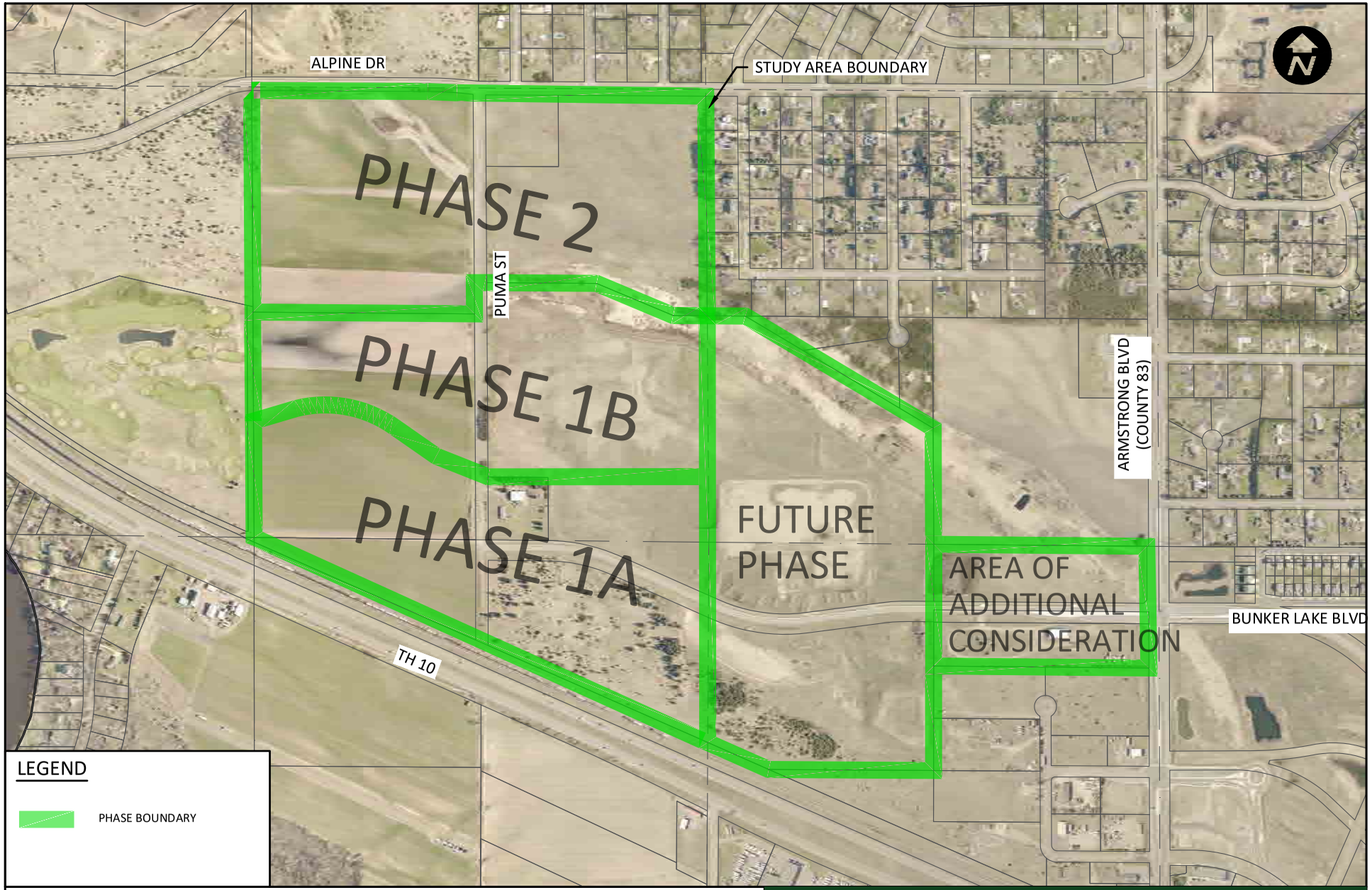
BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
PROJECTED LAND USE MAP

FIGURE 2

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16109828\CAD\C3D\109828New Land Use.dwg 3/6/2017 11:36 AM



BOLTON & MENK

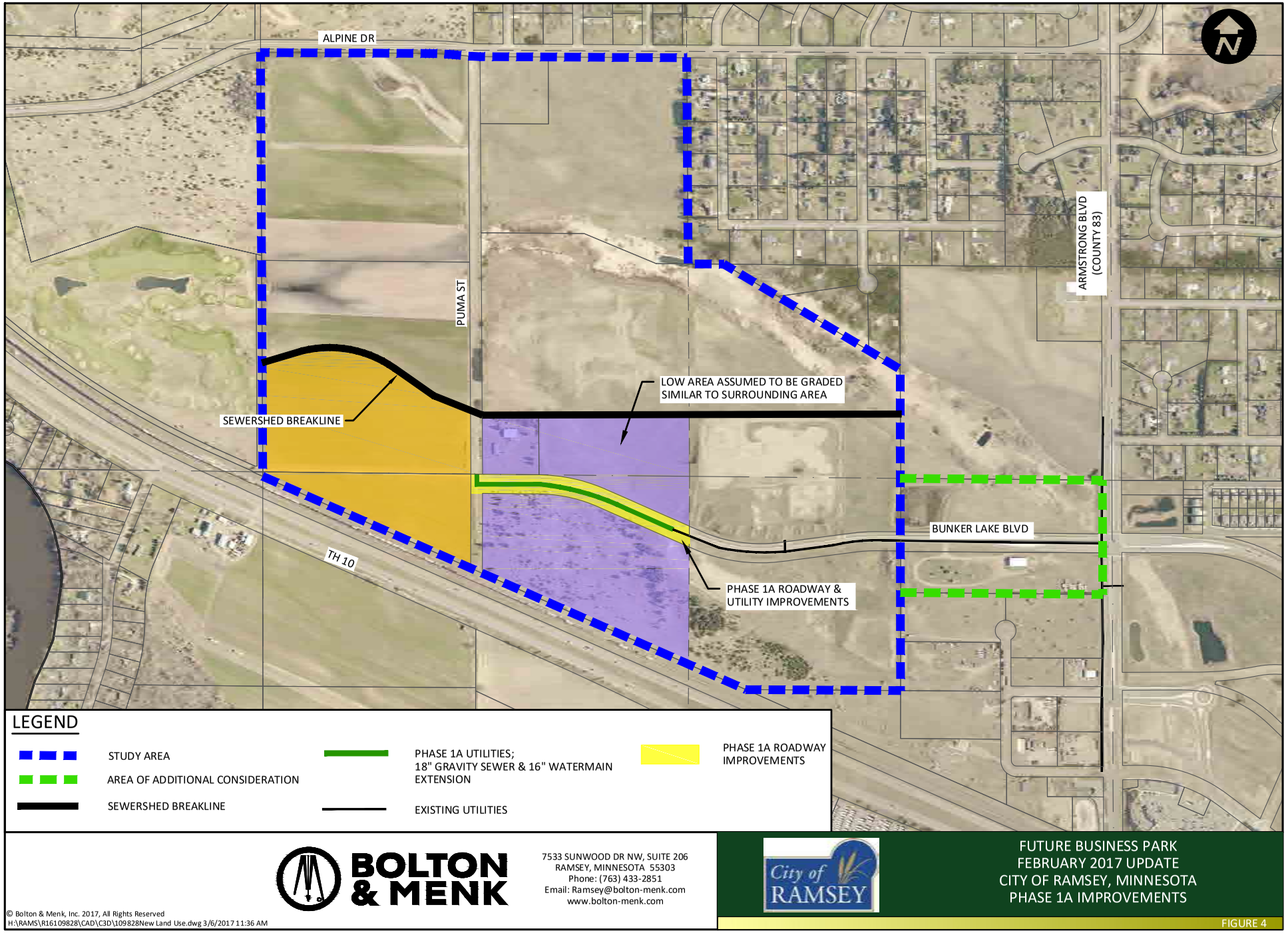
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
PHASING MAP

FIGURE 3

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16109828\CAD\C3D\109828New Land Use.dwg 3/6/2017 11:36 AM



BOLTON & MENK

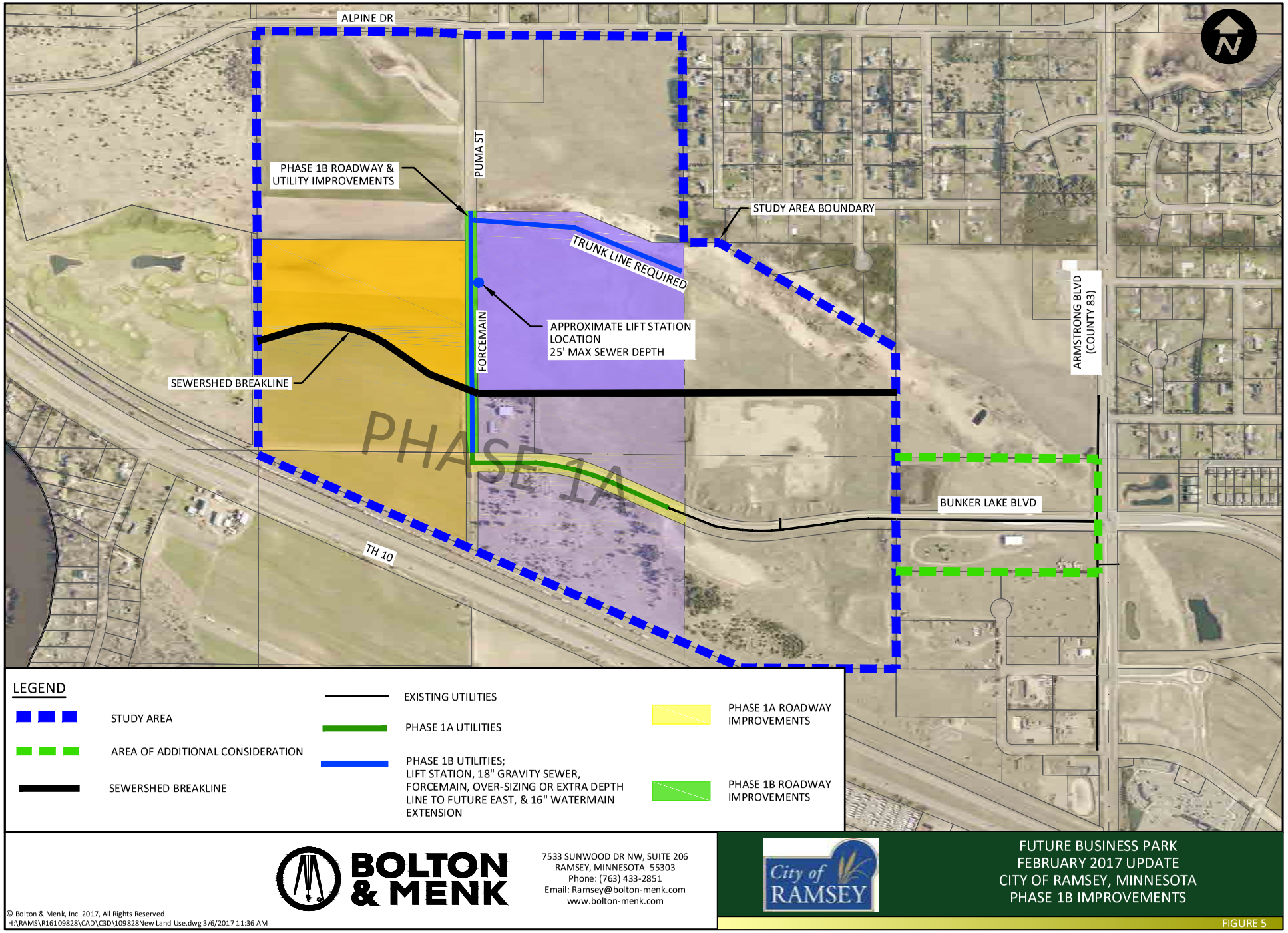
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
PHASE 1A IMPROVEMENTS

FIGURE 4

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16109828\CAD\C3D\109828New Land Use.dwg 3/6/2017 11:36 AM



BOLTON & MENK

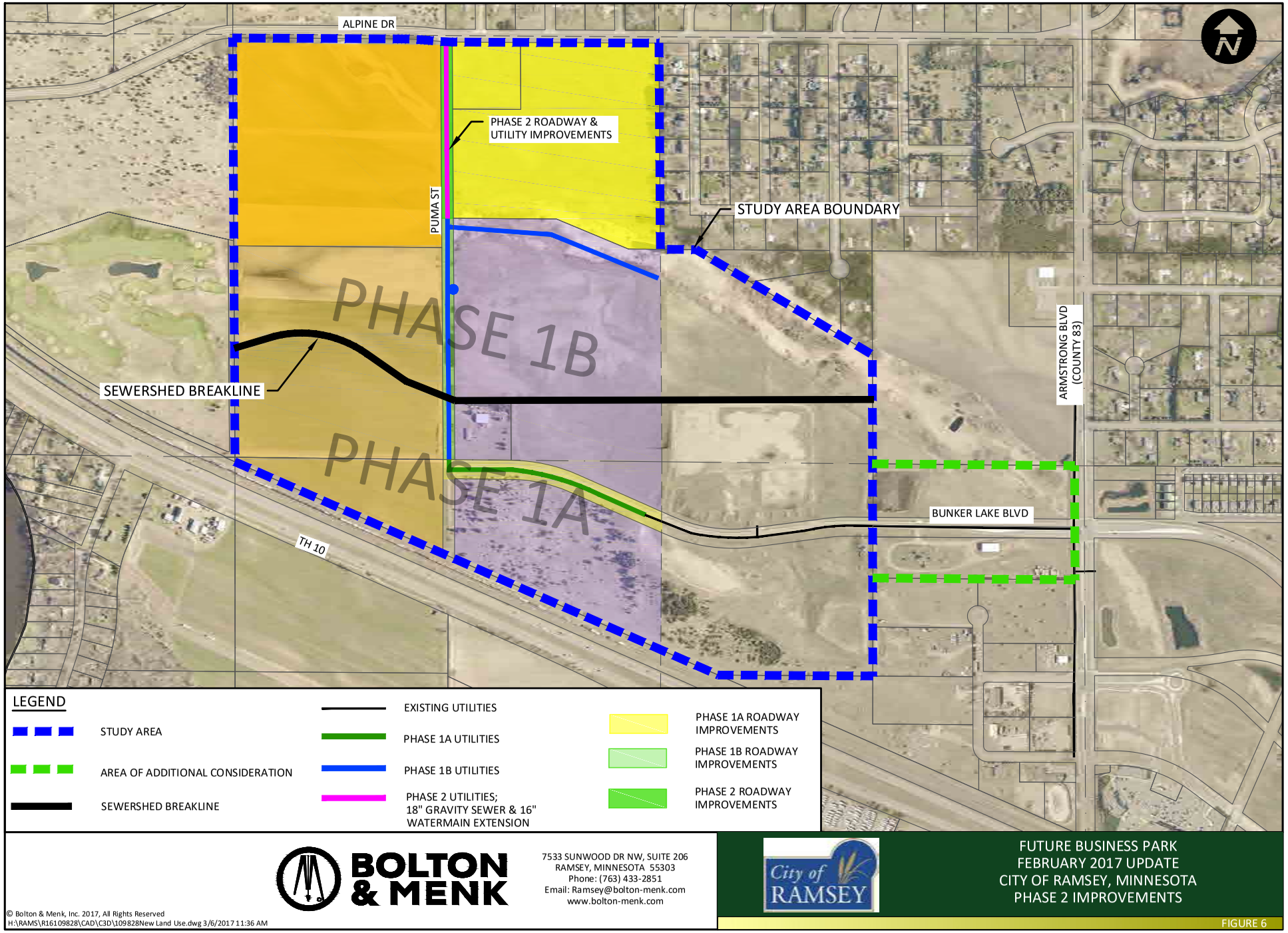
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
PHASE 1B IMPROVEMENTS

FIGURE 5

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16109828\CAD\C3D\109828New Land Use.dwg 3/6/2017 11:36 AM



BOLTON & MENK

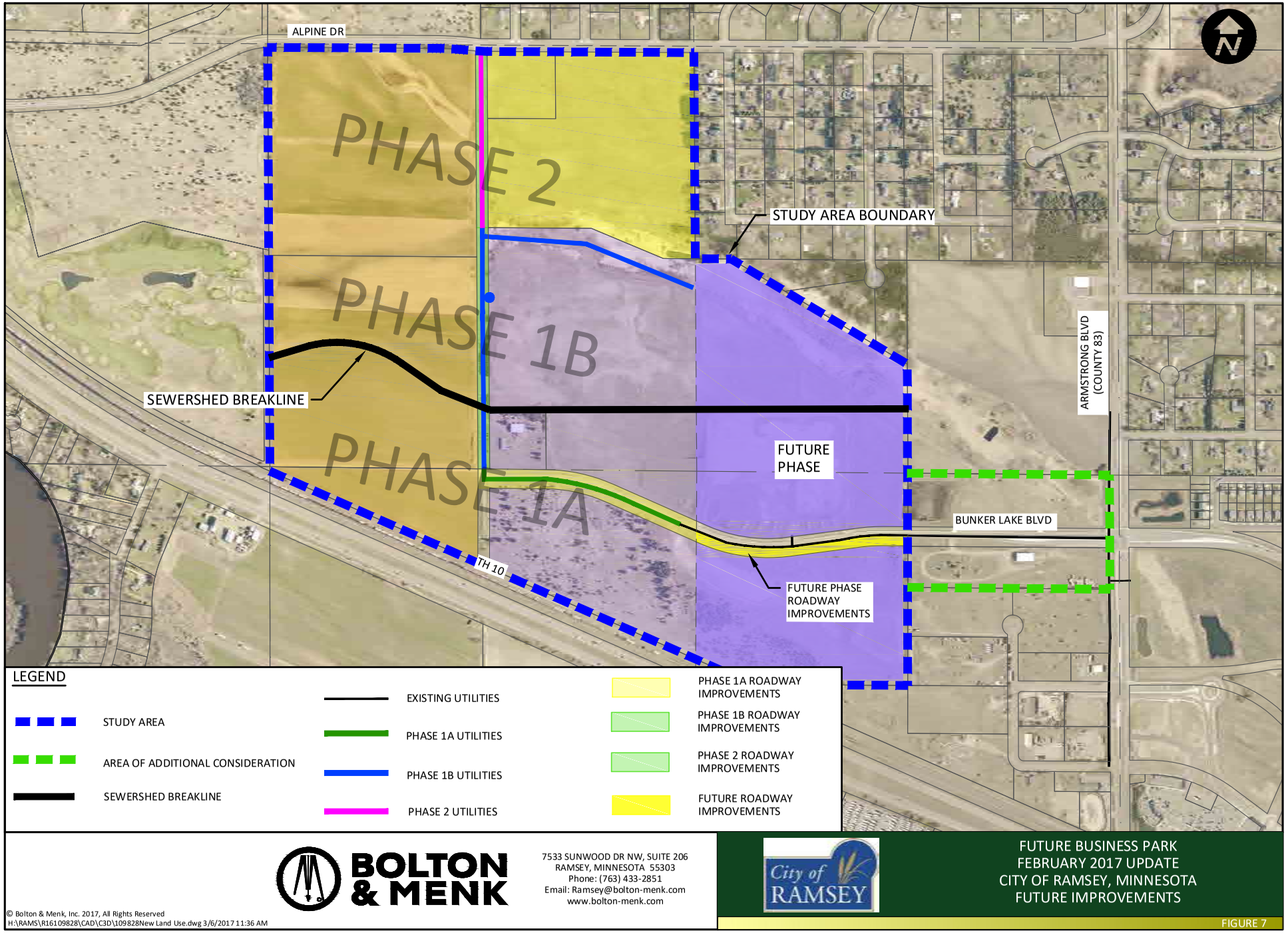
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
PHASE 2 IMPROVEMENTS

FIGURE 6

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16109828\CAD\C3D\109828New Land Use.dwg 3/6/2017 11:36 AM



BOLTON & MENK

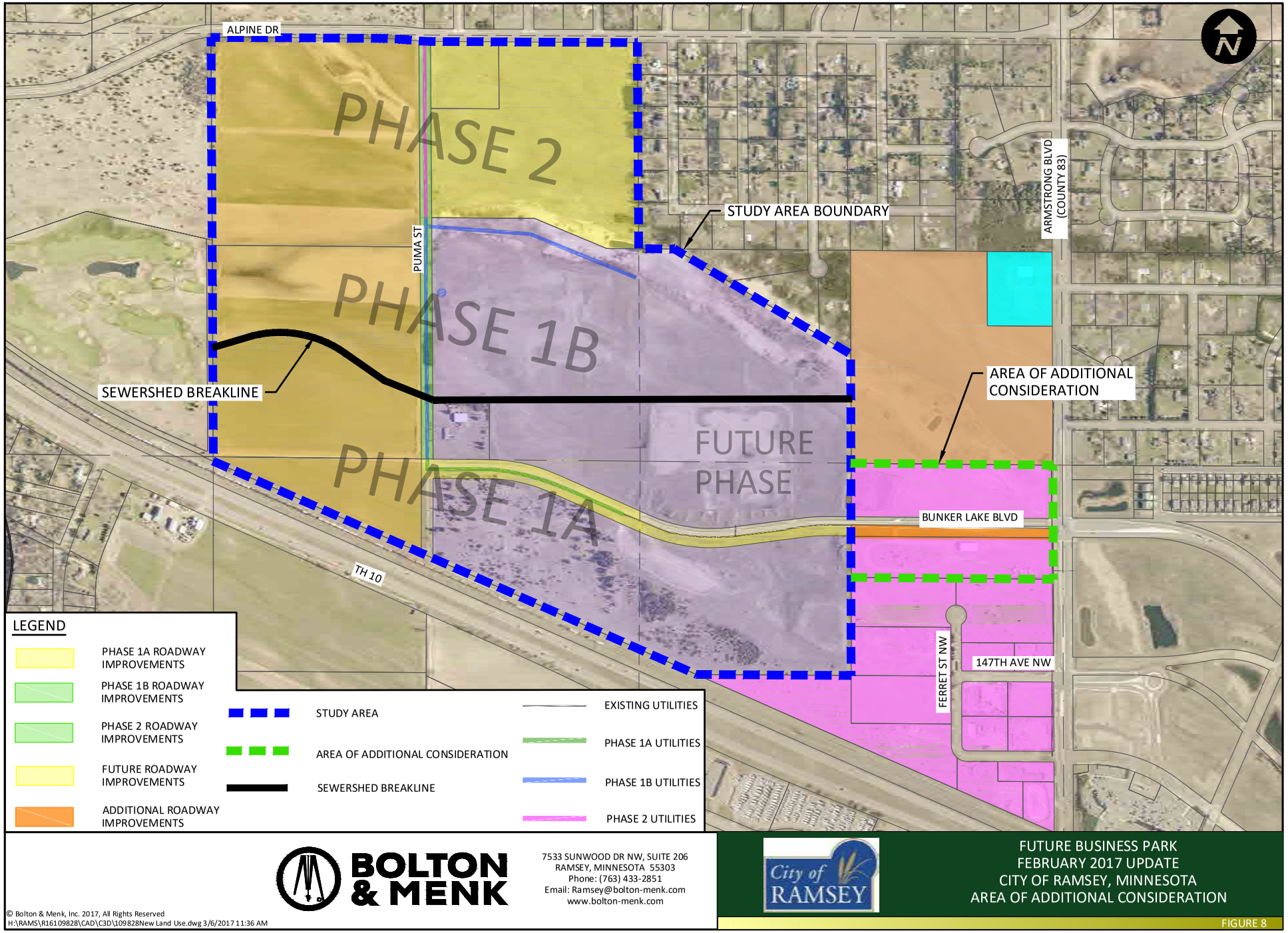
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
FUTURE IMPROVEMENTS

FIGURE 7

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16109828\CAD\C3D\109828New Land Use.dwg 3/6/2017 11:36 AM



BOLTON & MENK

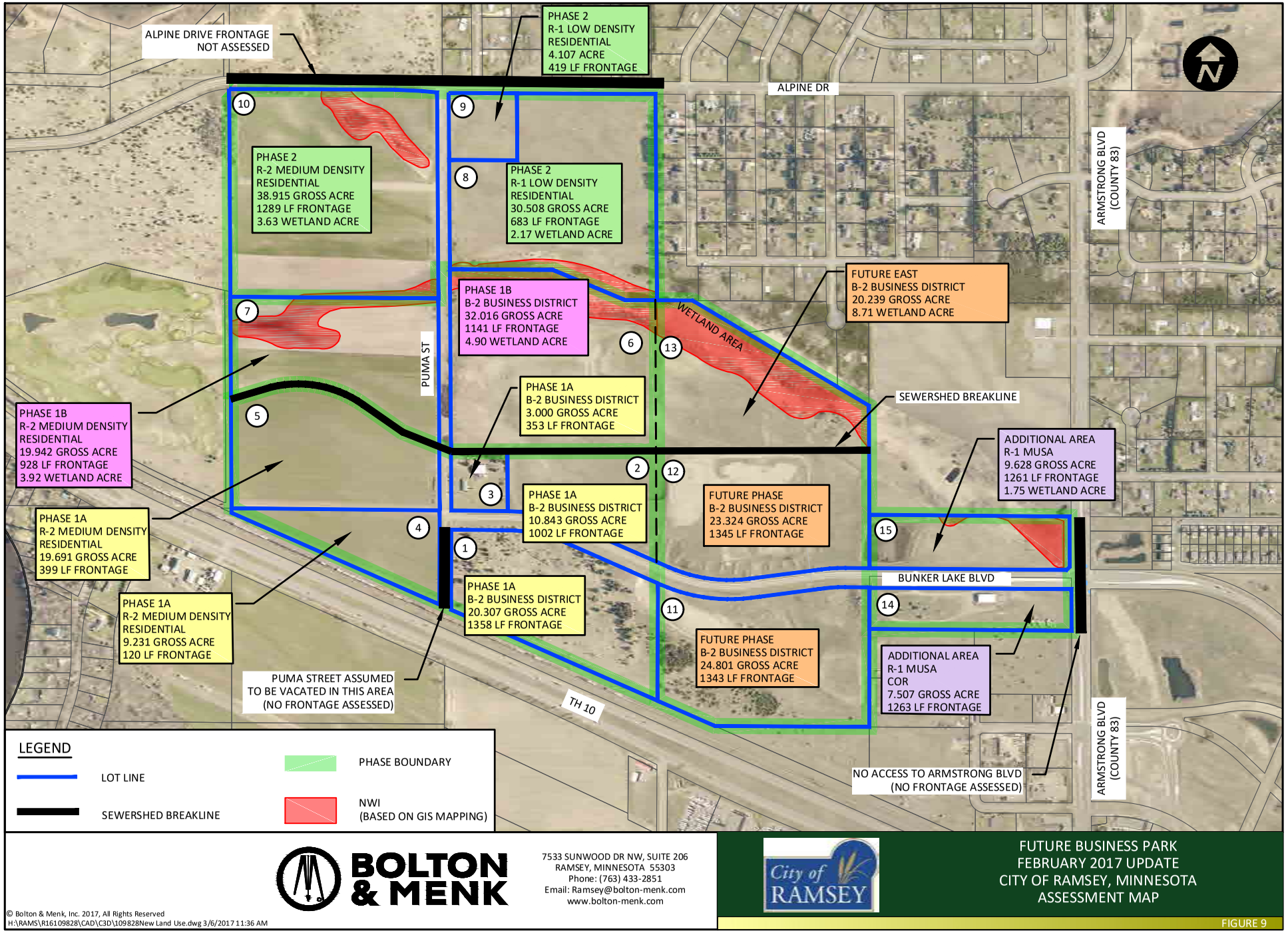
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
AREA OF ADDITIONAL CONSIDERATION

FIGURE 8

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16109828\CAD\C3D\109828New Land Use.dwg 3/6/2017 11:36 AM



BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16109828\CAD\C3D\109828New Land Use.dwg 3/6/2017 11:36 AM

City of RAMSEY

FUTURE BUSINESS PARK
FEBRUARY 2017 UPDATE
CITY OF RAMSEY, MINNESOTA
ASSESSMENT MAP

FIGURE 9

Appendix B: Traffic Study

BOLTON & MENK
Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649

Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

TRAFFIC MEMORANDUM

Date: January 27, 2017

To: City of Ramsey

From: Bryan Nemeth, P.E., PTOE

Subject: Supplemental Traffic Memorandum
Traffic Impact Study for Future Business Park: October 21, 2015
City of Ramsey, MN
Project No.: R16.109828

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.

By: _____
Bryan T. Nemeth, P.E., PTOE
License No. 43354

Date: January 27, 2017

Bolton & Menk is an equal opportunity employer.

I. Introduction

This traffic memorandum provides an update to the Traffic Impact Study for Future Business Park, October 21, 2015, in Ramsey, MN. The update includes analysis of a revised Proposed Future Land Use plan for the area.

The revised analysis results in an increase of approximately 18,100 trips per day into and out of the area at 2040 Full Build. This is an overall reduction in trips compared to the previous land use alternatives proposed.

The analysis evaluates the mitigation needs Bunker Lake Blvd west of Armstrong Boulevard (CSAH 83) and Puma Street south of Alpine Drive. This includes the intersection of Armstrong Blvd (CSAH 83) at Bunker Lake Blvd (CSAH 116).

II. Recommendations

A. Intersection and roadway improvements along Bunker Lake Blvd (west of Armstrong Blvd) and Puma St. (south of Alpine Dr.) are revised as follows.

1. Short Term

a) Armstrong Blvd & Bunker Lake Blvd: Stripe the southbound left with dual left turn lanes. No other roadway improvements needed in the short term. Signal timing updates recommended.

(1) Plan for eastbound dual right turn lanes or free-right turn lane and two eastbound thru lanes in the future (See Long Term Recommendations).

b) Bunker Lake Blvd (west of Armstrong Blvd)

(1) COR area:

(a) With COR access to Bunker Lake Blvd: 4-lane divided roadway to full access intersection. Full access 775 ft. from Armstrong Blvd. Right-in/right-out access at least 475 ft. from Armstrong Blvd. Continuous median to full access.

(b) Without COR access to Bunker Lake Blvd: 4-lane Divided to full access intersection. Full access 540 ft. from Armstrong Blvd. Right-in/right-out access at least 475 ft. from Armstrong Blvd. Continuous median to full access.

(2) COR to Llama St. Alignment: 3-lane undivided roadway, right turn lanes into development roadways. Primary intersection spacing of 1/8 mile.

(3) Llama St. Alignment to Puma St.: 3-lane undivided roadway, right turn lanes into development roadways where development trips anticipated to be over 100 per day. Primary intersection spacing of 1/8 mile.

c) Puma St.: Potentially remain a 2-lane undivided roadway. Left turn lanes into Business Park accesses. Right turn lanes provided where development trips anticipated to be over 100 per day.

d) Bunker Lake Blvd & Puma St.: Single lane roundabout or all-way stop

control. Southbound left turn lane and westbound right turn lane recommended with all-way stop control.

2. Mid-Term

a) Armstrong Blvd & Alpine Dr.: Single lane roundabout. Intersection control evaluation study should be completed to verify.

b) Alpine Dr. & Puma St.: Add eastbound right turn lane. Add a northbound turn lane to separate left and right turns. Add a westbound left turn lane when needed. This need to be based on delay and crash experience, especially if there is trip redistribution due to congestion on Armstrong Blvd.

3. Long-Term

a) Armstrong Blvd & Bunker Lake Blvd: Dual eastbound right turn lanes or free right turn lane. Dual right turn lanes are recommended over the free right due to pedestrian accessibility crossing a heavy free-right and the bridge design of Armstrong Blvd.

b) Plan for two eastbound thru lanes in the future. The two eastbound thru lanes are not necessarily due to traffic volumes but are recommended to give more green time to conflicting movements, specifically the westbound left. Additionally, the high eastbound right turn volumes may result in trip reassignment to use Bunker Lake Blvd and access Highway 10 at Ramsey Blvd instead of Armstrong Blvd. This may also result in more trips using Alpine Dr. to access Highway 10 for trips to and from the west.

III. Analysis

The traffic analysis updates consider a change in land uses within the Future Business Park area as shown on the attached Armstrong West: Proposed Future Land Uses map.

A. Forecasts

The background trip forecasts are consistent with the previous analysis. The trip forecasts to and from each area are included at the end of this memorandum. Forecasts were developed using trip rates from the ITE Trip Generation Manual, consistent with the previous analysis. The additional trips due to the development result in the forecasted trips as shown on the attached map.

B. Traffic Analysis Results

1. 2040 Full Build with Existing Lanes

Table 1: Design Year (2040) with Existing Lanes

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
Design Year 2040 Alternative 2									
TH 10/169 South Ramp & CSAH 83 (Armstrong Blvd)	AM	13	B	24	C	EBL	EBL	105	174
Signal	PM	12	B	22	C	EBL	EBL	98	148
TH 10/169 North Ramp & CSAH 83 (Armstrong Blvd)	AM	63	E	143	F	WBR	WBT/R	468	1152
Signal	PM	71	E	124	F	WBR	WBT/R	595	1560
CSAH 83 (Armstrong Blvd & 147th Avenue	AM	55	D	131	F	NBL	NBT	759	1327
Signal	PM	52	D	87	F	NBL	NBT	660	1252
CSAH 83 (Armstrong Blvd) & CSAH 116 (Bunker Lake Blvd)	AM	69	E	184	F	NBL	NBT	784	1086
Signal (assumed double SBL & double WBL were stripped)	PM	100	F	227	F	NBL	NBT	733	1109
CSAH 83 (Armstrong Blvd) & Alpine Drive NW	AM	5	A	20	C	EBT	EBL/T	45	114
TWSC	PM	9	A	46	E	EBL	NBL/T	68	167
Alpine Drive NW & Puma Street NW	AM	2	A	7	A	NBL	NBL/R	31	54
TWSC	PM	3	A	9	A	NBL	NBL/T	51	86
Puma Street NW & Bunker Lake Blvd	AM	3	A	9	A	NBT	SBL/T/R	50	75
Option 1: AWSC	PM	4	A	7	A	WBR	WBT/R	56	86
Puma Street NW & Bunker Lake Blvd	AM	0	A	3	A	EBR	EB L/R	4	18
Option 2: 3 Legged intersection (with curve)	PM	0	A	2	A	EBL	EBL/R	7	24
Puma Street NW & Bunker Lake Blvd	AM	2	A	5	A	NBT	SBL/T/R	16	51
Option 3: Roundabout	PM	2	A	4	A	SBT	SBL/T/R	4	23

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

Analysis indicates that it there are anticipated to be capacity concerns along Armstrong Blvd from Highway 10 to Bunker Lake Blvd. Mitigation is necessary at the intersection of Armstrong Blvd at Bunker Lake Blvd.

2. 2040 Full Build with Mitigation

Table 2: Design Year (2040) with Mitigation

Traffic Control Scenario	Peak Hour	Intersection Delay*- LOS		Maximum Delay-LOS**		Limiting Movement ***	Max Approach Queue		
							Direction	Average Queue (ft)	Max Queue (ft) ****
Design Year 2040 Alternative 2									
TH 10/169 South Ramp & CSAH 83 (Armstrong Blvd)	AM	11	B	22	C	EBL	EBL	95	147
Signal	PM	12	B	23	C	EBL	SBR	47	171
TH 10/169 North Ramp & CSAH 83 (Armstrong Blvd)	AM	21	C	53	D	SBT	SBT	382	727
Signal	PM	49	D	141	F	SBT	SBT	809	1272
CSAH 83 (Armstrong Blvd & 147th Avenue	AM	12	B	33	C	SBL	NBT	199	376
Signal	PM	56	E	111	F	SBT	SBT	664	1232
CSAH 83 (Armstrong Blvd) & CSAH 116 (Bunker Lake Blvd)	AM	38	D	84	F	NBL	NBT	353	868
Signal (Added double EB thru, free right)	PM	50	D	139	F	WBL	WBT	401	915
CSAH 83 (Armstrong Blvd) & Alpine Drive NW	AM	5	A	26	D	WBL	EBR	61	110
TWSC (Added EB/WB RT lane)	PM	10	B	88	F	EBT	NBL/T	77	171
Alpine Drive NW & Puma Street NW	AM	2	A	6	A	WBL	NBL/R	33	56
TWSC	PM	3	A	9	A	NBL	NBL/T	48	80
Puma Street NW & Bunker Lake Blvd	AM	3	A	9	A	WBL	SBL/T/R	50	78
Option 1: AWSC	PM	4	A	8	A	WBL	WBL/T/R	57	83
Puma Street NW & Bunker Lake Blvd	AM	0	A	3	A	EBL	EBL/R	4	18
Option 2: 3 Legged intersection (with curve)	PM	0	A	5	A	EBL	EBL/R	6	24
Puma Street NW & Bunker Lake Blvd	AM	2	A	5	A	NBT	SBL/T/R	11	37
Option 3: Roundabout	PM	2	A	4	A	EBT	SBL/T/R	3	21

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

Analysis indicates

Mitigation includes the lanes and traffic control indicated in the recommendations but also includes a third southbound lane along Armstrong Blvd from Bunker Lake Blvd to the Highway 10 North Ramp terminal. Additional review of the bridge design indicates that a third lane would not be feasible without substantial revisions to the bridge structure over the railroad. Based on this, two eastbound through lanes are recommended at the intersection of Armstrong Blvd and Bunker Lake Blvd to provide an alternative route if needed. The analysis below also considers an eastbound free right into the third lane. This is recommended to be a dual right turn when or if needed based on traffic redistribution in the area.

The resulting queues are shown below for each movement at the intersection of Armstrong Blvd and Bunker Lake Blvd. Dual eastbound right turn lanes would be anticipated to have similar average queues and shorter max queues. The max queues are anticipated to be less if there is traffic redistribution based on congestion.

Table 3: Design Year (2040) Armstrong Blvd & Bunker Lake with Proposed Lanes

Traffic Control Scenario	Peak Hour	Delay-LOS**		Max Approach Queue	
				Average Queue (ft)	Max Queue (ft) ****
CSAH 83 (Armstrong Blvd) & CSAH 116 (Bunker Lake Blvd)					
EBL	AM	41	D	64	122
	PM	37	D	106	191
EBR	AM	3	A		
	PM	47	D	390	916
WBL	AM	45	D	134	215
	PM	131	F	401	915
NBL	AM	84	F	305	412
	PM	52	D	207	307
SBL	AM	31	C	95	145
	PM	46	D	81	128

*Delay in seconds per vehicle

**Maximum delay and LOS on any approach and/or movement

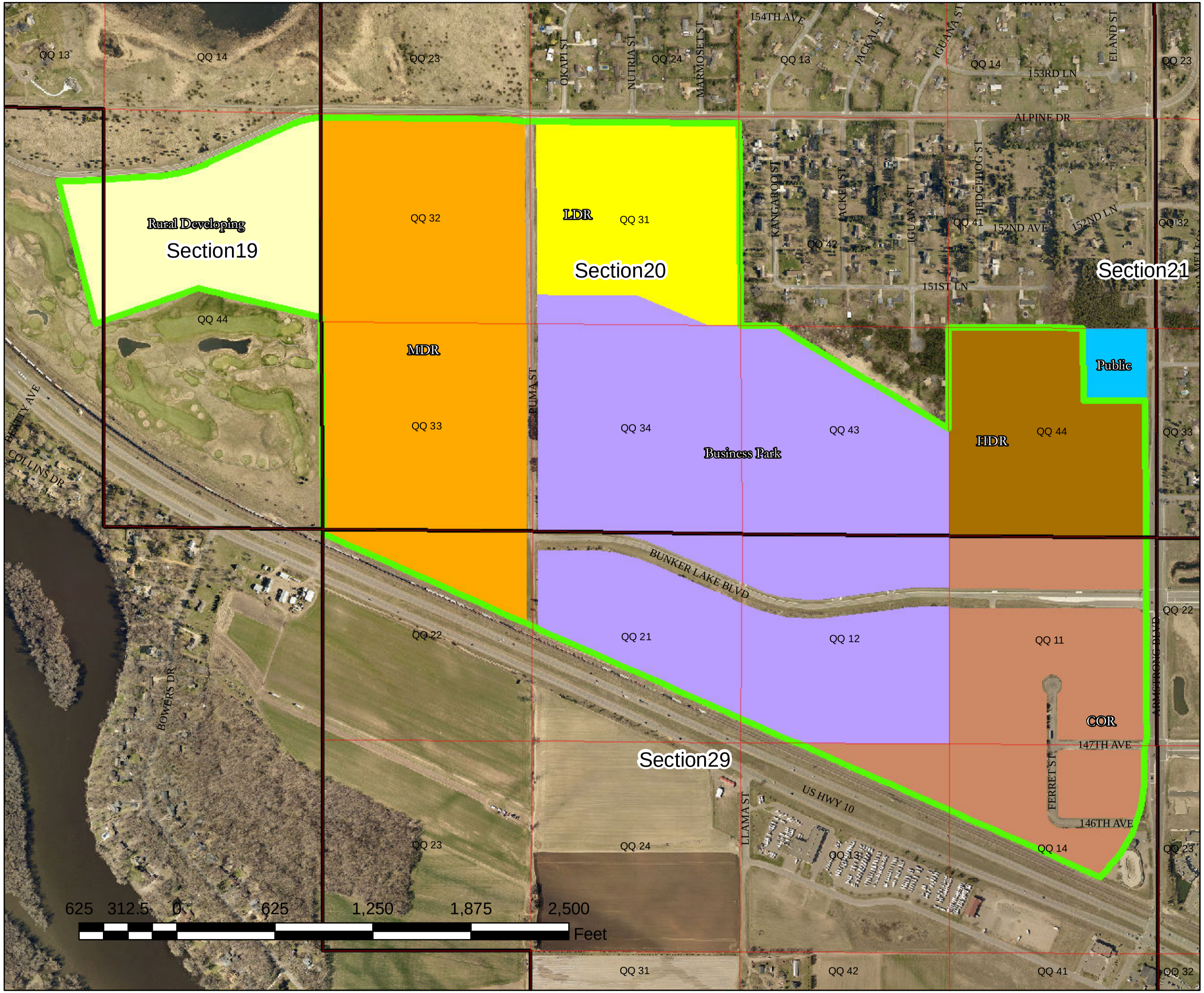
***Limiting Movement is the highest delay movement.

****Max Queue refers to the 95% Queue (Passenger car stored length = 25 ft, Heavy vehicle stored length = 45 ft)

C. Special Considerations

1. The trips from specific developments to Puma and Bunker Lake Blvd have not been analyzed. Trips to and from specific developments should be assigned to appropriate roadways based on the development roadway design. This is especially important for trip assignment at the intersection of Bunker Lake Blvd and Puma St.

2. Mitigation for intersections outside of the area due to development in the area have not been completed.



City of RAMSEY

Armstrong West
Proposed Future Land Uses

Section QQ

Section Only

AUAR Boundary

Future Land Use

- Business Park
- COR
- High Density Residential
- Low Density Residential
- Medium Density Residential
- Public/Quasi-Public
- Rural Developing

N

This is not an approved land use plan. This is a working document only, based on current feedback and concepts (both public and privately developed concepts).

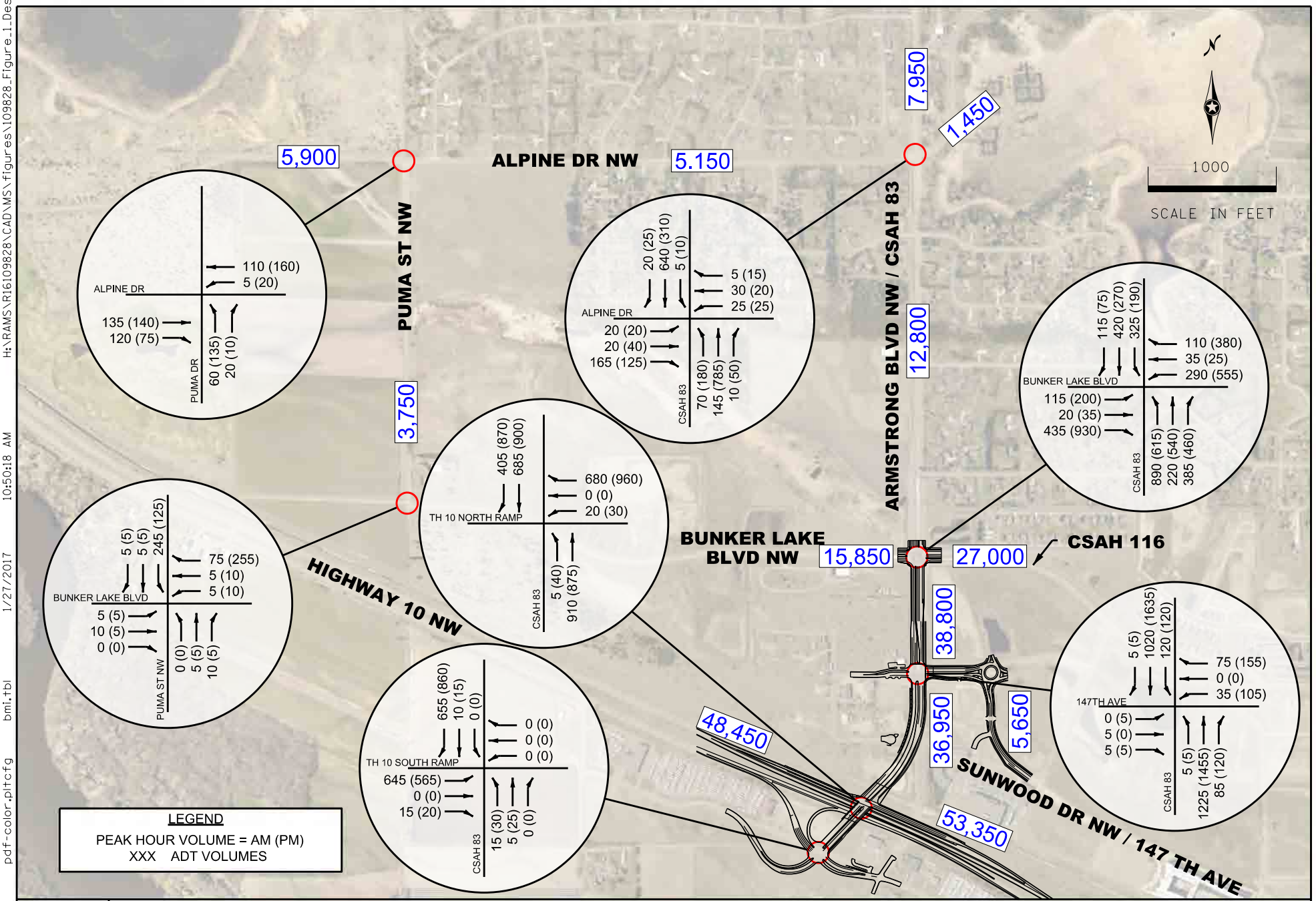


FIGURE 1: DESIGN YEAR (2040) TRAFFIC VOLUMES

FUTURE BUSINESS PARK TRAFFIC STUDY
RAMSEY, MN.

jeremyme pdf-color.pltcfg bmi.tbl 1/27/2017 10:50:18 AM H:\RAMS\R16\109828\CAD\MS\figures\109828_Figure_1_Design Yea

Ramsey EDA Traffic Assumptions

Alternative 2: Business Park (January 2017 Update)

B-2 **Business Park** — 134.54 Acres — ITE Code 130 — Internal-to-Internal Reduction

Based on Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	8.55	1151	83	17	955	196	10%	860	177	0%	0	0	860	177
Afternoon	4.42	595	50	50	298	298	10%	268	268	0%	0	0	268	268
PM	8.84	1190	21	79	250	940	10%	225	847	0%	0	0	225	847
Weekday	63.11	8491	50	50	4246	4246	15%	3609	3609	0%	0	0	3609	3609

B-2 **Retail/Commercial** — 74.4 K ft^2 — ITE Code X — Internal-to-Internal Reduction

Based on Square Feet — 7.43 Acres

	Average Rate	#	% enter	% exit	entering	exiting		entering	exiting		Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	7.41	552	53	47	293	259	20%	235	208	46%	109	96	126	112
Afternoon	5.46	407	50	50	204	204	20%	163	163	40%	66	66	97	97
PM	10.91	813	51	49	415	398	20%	332	319	39%	130	125	202	194
Weekday	124.59	9275	50	50	4638	4638	30%	3247	3247	39%	1267	1267	1980	1980

R-1 **Single Family Detached Housing** — 104 units — ITE Code 210 — 34.62 Acres

Based on Dwelling Units — 3 Units per Acre

	rate	#	% enter	% exit	entering	exiting	New Trips entering	New Trips exiting
AM	0.75	83	25	75	21	62	21	62
Afternoon	0.51	53	31	69	16	37	16	37
PM	1.01	109	63	37	69	40	69	40
Weekday	9.57	1078	50	50	539	539	539	539

R-2 **Residential Townhouse** — 527 units — ITE Code 230 — 87.79 Acres

Based on Dwelling Units — 3 to 7 Units per Acre

	Average Rate	#	% enter	% exit	entering	exiting	Assume 6 Units per Acre	New Trips entering	New Trips exiting
AM	0.44	196	17	83	33	163		33	163
Afternoon	0.26	138	31	69	43	95		43	95
PM	0.52	235	67	33	157	78		157	78
Weekday	5.81	2732	50	50	1366	1366		1366	1366

R-3 **Low Rise Apartment** — 525 units — ITE Code 221 — 43.74 Acres

Based on Dwelling Units — 7 to 15 Units per Acre

	Average Rate	#	% enter	% exit	entering	exiting	Assume 12 Units per Acre	New Trips entering	New Trips exiting
AM	0.46	215	21	79	45	170		45	170
Afternoon	0.29	153	31	69	47	106		47	106
PM	0.58	291	65	35	189	102		189	102
Weekday	6.59	3076	50	50	1538	1538		1538	1538

Rural Developing — ITE Code x

Assumed trips

	entering	exiting
AM	5	20
Afternoon		
PM	20	5
Weekday		

Total

	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM	109	96	1090	704
Afternoon	66	66	472	602
PM	130	125	862	1266
Weekday	1267	1267	9032	9032

West of Commercial Area

	Pass-by entering	Pass-by exiting	New Trips entering	New Trips exiting
AM			919	422
Afternoon			327	400
PM			471	970
Weekday			5514	5514

CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS FOR
CITY OF RAMSEY, MINNESOTA
IP 17-09 BUNKER LAKE BOULEVARD
UTILITIES EXTENSION

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.

Leonard Linton, P.E.

Date:May 30, 2017 License No. 21112

Prepared By:

City of Ramsey
Engineering Department
7550 Sunwood Drive N.W.
Ramsey, Minnesota 55303
(763) 427-1410

May 2017

GENERAL INDEX

Title Page i

General Index ii

Advertisement for Bids ..... AB 1

Information for Bidders ..... IB 1-3

Bid Proposal ..... BP 1-6

Responsible Contractor Certification ..... RC 1-2

General Conditions ..... GC 1-28

Special Provisions ..... SP 1-8

CEAM Construction Standard Specifications 2013 ..... CS 1-73

Construction Contract ..... C 1-4

Certificate of City's Attorney ..... CA 1

Prompt Payment Requirement ..... PP 1

ADVERTISEMENT FOR BIDS

The City of Ramsey will receive sealed bids until Wednesday, June 21, 2017, at 10:30 a.m. for furnishing all labor, material, machinery and tools necessary for City Improvement Project 17-09, Bunker Lake Boulevard Utilities Extension, at which time bids will be publicly opened at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN.

The work generally consists of extending sanitary sewer and watermain along 0.27 miles of Bunker Lake Boulevard from Armstrong Boulevard to Puma Street in the City of Ramsey. Primary estimated quantities include 1,453 lineal feet of sanitary sewer, 91 lineal feet of sanitary sewer structures, 1,571 lineal feet of watermain, 2,250 cubic yards of granular borrow, and miscellaneous other improvements.

It is anticipated that a contract will be awarded on June 27, 2017, and that work may begin on or after July 10, 2017. This project shall be completed on or before August 25, 2017.

The contract documents may be examined at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN 55303. Copies of the contract documents may be obtained at the above address upon receipt of a non-refundable deposit of $40. The contract documents shall also be available on QuestCDN. These documents may be downloaded by selecting this project and by entering eBidDoc Number 5159764 on the Search Projects page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com.

All bids shall be submitted in sealed envelopes plainly marked as "IP 17-09, Bunker Lake Boulevard Utilities Extension." If mailed, the bid should be placed in a separate envelope and mailed to the City address noted above to the attention of the City Engineer.

Each bidder shall submit, with the proposal, a bidder's bond made payable to the City of Ramsey in the amount of 5% of the total bid. No bidder may withdraw their bid for at least 45 days after the scheduled closing time for the receipt of bids. The City of Ramsey reserves the right to reject any or all bids, and to waive informalities.

By order of the City of Ramsey, Minnesota: May 23, 2017

Published:

Anoka County Union	May 26 and June 2, 2017
Finance and Commerce	May 26 and June 2, 2017

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF RAMSEY (hereinafter called the "OWNER") at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN 55303 until June 21, 2017 at 10:00 a.m., and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Bruce Westby, City Engineer, at the City of Ramsey. Each sealed envelope containing a BID must be plainly marked on the outside as "IP 17-09; Bunker Lake Boulevard Utilities Extension" and the envelope shall bear on the outside the name of the BIDDER, and their address and license number if applicable. If mailed, bids should be placed in a separate envelope and mailed to the City address noted above to the attention of City Engineer Bruce Westby.

All BIDS must be made on the required BID FORM. All blank spaces for BID prices must be filled out in ink or typewritten and the BID FORM must be fully completed and executed when submitted. Only one (1) copy of the BID FORM is required.

The OWNER may waive any informality or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within thirty (30) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND in the amount of five percent (5%) of the total amount of the BID, made payable to the Treasurer of the City of Ramsey. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three (3) lowest responsible BIDDERS. When the AGREEMENT is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Payment BOND and Performance BOND have been executed and approved, after which, it will be returned. A certified check may be used in lieu of a BID BOND.

A Performance BOND and a Payment BOND, each in the amount of one hundred percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or Payment BONDS and Performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the Performance BOND and Payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at its option consider the BIDDER in default; in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of acceptable Performance BOND, Payment BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may give WRITTEN NOTICE to withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of that WRITTEN NOTICE by the OWNER.

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

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to their BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is Bruce Westby, City Engineer, 7550 Sunwood Drive NW, Ramsey, MN 55303; telephone (763) 433-9825.

BID PROPOSAL

This Bid is submitted to the City of Ramsey for City Improvement Project #17-09 – Bunker Lake Boulevard Utilities Extension.

That _____, the undersigned bidder, proposes and agrees, if this bid is accepted, to enter into an agreement with the 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.

In submitting this bid, bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all bidding documents and of the following addenda (receipt of all which is hereby acknowledged:

_____

_____

_____

(b) Bidder has familiarized himself 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 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.

(d) This bid is genuine, is 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 advantages over any other bidder or over owner.

(e) Bidder agrees that final completion will occur by August 25, 2017, and agrees to pay liquidated damages as provided for therein.

(f) A bid bond in the amount of five percent (5%) of the basic bid contained herein is attached. This bid bond shall be forfeited if the bidder fails to execute and file the required contract and bond within ten (10) days after notification of the bid award by the owner.

(g) The contractor agrees to perform all work described in the contract documents for the following unit prices or lump sum:

BID PROPOSAL

ITEM NO.	MNDOT NO.	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION
1	2021.501	MOBILIZATION	LS	1	_____	_____
2	2101.501	CLEARING AND GRUBBING	ACRE	0.04	_____	_____
3	2104.501	REMOVE WATERMAIN	LF	10	_____	_____
4	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	336	_____	_____
5	2104.513	SAWING BITUMINOUS PAVEMENT – FULL DEPTH	LF	330	_____	_____
6	2104.521	SALVAGE CONCRETE PIPE STORM SEWER	LF	16	_____	_____
7	2104.523	SALVAGE GATE VALVE & BOX	EA	1	_____	_____
8	2104.523	SALVAGE HYDRANT	EA	1	_____	_____
9	2104.523	SALVAGE PIPE APRON	EA	1	_____	_____
10	2105.501	COMMON EXCAVATION (CV)	CY	350	_____	_____
11	2105.521	GRANULAR BORROW (CV)	CY	2,250	_____	_____
12	2105.601	DEWATERING	LS	1	_____	_____
13	2211.503	AGGREGATE BASE CLASS 5 (CV)	CY	70	_____	_____
14	2503.511	8” PVC PIPE SEWER (SDR 26)	LF	120	_____	_____
15	2503.511	18” PVC PIPE SEWER (SDR 26)	LF	1,333	_____	_____
16	2503.602	8” PIPE PLUG (SANITARY)	EA	2	_____	_____
17	2503.602	18” PIPE PLUG (SANITARY)	EA	1	_____	_____

ITEM NO.	MNDOT NO.	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION
18	2503.602	CONNECT TO EXISTING MANHOLE (SANITARY)	EA	1	_____	_____
19	2503.603	CLEAN AND VIDEO TAPE PIPE SEWER (SANITARY)	LF	1,453	_____	_____
20	2504.602	6” GATE VALVE & BOX	EA	2	_____	_____
21	2504.602	8” GATE VALVE & BOX	EA	2	_____	_____
22	2504.602	16” GATE VALVE & BOX	EA	4	_____	_____
23	2504.602	FURNISH HYDRANT	EA	2	_____	_____
24	2504.602	INSTALL HYDRANT	EA	3	_____	_____
25	2504.602	CONNECT TO EXISTING WATERMAIN	EA	1	_____	_____
26	2504.603	6” WATERMAIN DUCTILE IRON CL 53	LF	25	_____	_____
27	2504.603	8” WATERMAIN DUCTILE IRON CL 52	LF	121	_____	_____
28	2504.603	16” WATERMAIN DUCTILE IRON CL 52	LF	1,412	_____	_____
29	2504.608	DUCTILE IRON FITTINGS	LBS	867	_____	_____
30	2506.516	CASTING ASSEMBLY (SANITARY)	EA	5	_____	_____
31	2506.521	INSTALL CASTING	EA	5	_____	_____
32	2506.601	CONSTRUCT SANITARY SEWER STRUCTURE DESIGN 48-4007	LF	91.0	_____	_____
33	2563.601	TRAFFIC CONTROL	LS	1	_____	_____

ITEM NO.	MNDOT NO.	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION
34	2573.503	SILT FENCE	LF	450	_____	_____
35	2573.530	STORM DRAIN INLET PROTECTION	EA	2	_____	_____
36	2573.533	SEDIMENT CONTROL LOG TYPE STRAW	LF	150	_____	_____
37	2574.508	FERTILZER TYPE 3	LBS	276	_____	_____
38	2575.501	HYDROSEEDING MNDOT MIXTURE 21-111	ACRE	1.41	_____	_____
39	2575.502	MNDOT SEED MIXTURE 21-111	LBS	141	_____	_____
40	2575.560	HYDRAULIC MATRIX TYPE MULCH	LBS	2820	_____	_____
		TOTAL BID LINES 1-40				_____

This Bid Submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individuals Signature)

Doing Business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Minnesota is: _____

A Joint Venture

Name of Joint Venture: _____ (SEAL)

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)
(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above.)

Bidders Business Address: _____

_____

Phone: _____ Facsimile: _____

Submitted on _____, 2017

State Contractor License No. _____. (If Applicable)

S-1 RESPONSIBLE CONTRACTOR

In accordance with Laws of Minnesota, 2014, chapter 253 (Minnesota Statutes §16C.285), Bidders are hereby advised that the Department cannot award a construction contract in excess of $50,000 unless the contractor is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in Minnesota Statutes §16C.285, subdivision 3, by completing the Responsible Contractor Certificate within this Proposal. Statements in the certificate must be certified by a company officer. Bidders are responsible for obtaining verifications of compliance from all subcontractors, using a form provided by the Department. A bidder must submit signed verifications from subcontractors upon the Department's request.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a "responsible contractor" and will be ineligible to be awarded the Contract for this Project or to work on this Project. Bidders and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

S-2 (1801) SUBLETTING OF CONTRACT

REVISED 11/24/14

The provisions of MnDOT 1801 are modified as follows:

S-2.1 For Projects in excess of $50,000, the Contractor may sublet work only to subcontractors that meet the definition of "responsible contractor" in Minnesota Statutes §16C.285, subdivision 3. The Contractor is responsible for obtaining verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department's request.

S-2.2 The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), the Contractor's organization shall perform Work amounting to not less than 30 percent of the total original Contract Amount. The Department will deduct specialty items from the total original Contract Amount before calculating the amount of Work that the Contractor shall perform.

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of $50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, 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 shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

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 subdivision 3, clause 7.

By signing this statement, I, _____(typed or printed name), _____(title) certify that I am an owner or officer of the company and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

_____

(*name of the person, partnership or corporation submitting this proposal*)

_____

(*business address*)

Signed: _____ _____

(bidder or authorized representative) *Date*

GENERAL CONDITIONS INDEX

Article		Page No.
1.	Definitions	GC-2
2.	Progress and Submission Schedule Pre-Construction Conference Time of Starting Work	GC-5
3.	Plans and Specifications	GC-6
4.	Detailed Drawings and Instructions	GC-6
5.	Ownership and Copies of Documents, Record Documents and Security Thereof	GC-7
6.	Patent Fees and Royalties	GC-8
7.	Work by Others and Subcontractors	GC-8
8.	Materials, Equipment and Labor	GC-10
9.	Errors, Omissions. Etc.	GC-10
10.	Permits Laws Taxes and Regulations	GC-10
11.	Availability of Lands	GC-11
12.	Use of Premises	GC-11
13.	Engineer's Status During Construction	GC-12
14.	Engineer's Interpretations and Decisions	GC-12
15.	Shop Drawings and Samples	GC-13
16.	Tests and Inspections	GC-13
17.	Contractor's Supervision and Superintendence	GC-14
18.	Safety and Protection Emergencies	GC-15
19.	Access to the Work - Uncovering Finished Work	GC-16
20.	Changes in the Work	GC-16
21.	Change of the Contract Price	GC-17
22.	Change of Contract Time	GC-18
23.	Neglected Work	GC-18
24.	Warranty and Guarantee Correction, Removal or Acceptance of Defective Work	GC-18
25.	Application for Partial Payment	GC-19
26	Prompt Payment to Subcontractors	GC-20
27.	Approval of Payment	GC-20
28.	Project Completion	GC-21
29.	Final Payment	GC-21
30.	Retention of a Portion of the Contract Sum	GC-22
31.	Liquidated Damages	GC-22
32.	Waivers of Claims and Continuing Obligations	GC-22
33.	Indemnification	GC-23
34.	Contract Bonds	GC-24
35.	Insurance	GC-24
36.	Contractor and Subcontractor Insurance	GC-24
37.	Compensation and Employer's Liability Insurance	GC-25
38.	Public Liability (including Automotive) and Property Damage Insurance	GC-25
39.	Builders Risk All Risk Insurance	GC-25
40.	Insurance Coverage for Special Conditions	GC-25
41.	Cleaning Up	GC-26
42.	Owner's Right to Stop or Suspend Work	GC-26
43.	Owner's Right to Terminate	GC-26
44.	Contractor's Right to Terminate	GC-27
45.	Miscellaneous	GC-27

ARTICLE 1. Definitions

The following words, phrases or terms hereinafter used in the agreement of any contract documents shall be interpreted according to each designated meaning as follows:

1.1 Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.

1.2 Agreement: The written agreement between the Owner and the Contractor covering the work to be performed, including all contract documents.

1.3 Bid Guaranty: The term means the security designated in the contract documents to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Owner if the work is awarded to him.

1.4 Bid Proposal: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.5 Bidder: Any individual, partnership, or corporation submitting a proposal for the work to be completed.

1.6 Calendar Day: Every day shown on the calendar.

1.7 Change Order: A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after execution of this agreement.

1.8 Contract Bonds: Performance, labor and material payment bonds, maintenance or guarantee-instruments of security, furnished by the Contractor and his surety in accordance with the contract documents.

1.9 Contract Documents: The contract documents shall consist of the following:

(1) Legal and Procedural Documents
   a. Advertisements for Bids
   b. Information for Bidders
   c. Executed Bid Form
   d. Executed Bid Guaranty
   e. Executed Agreement
   f. Executed Bond
   g. Notice of Award
   h. Notice to Proceed
(2) Special Provisions
(3) Technical Provisions
(4) General Conditions
(5) Executed Payment Forms

(6) Drawing(s)
(7) All addenda issued by the Engineer prior to the time of the opening of the bids.
(8) Supplemental Agreements & Change Orders

1.10 Contract Price: The total monies payable to the Contractor under the contract documents.

1.11 Contract Time: The number of calendar days stated in the contract documents for the completion of the work.

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

1.13 Engineer: By the term "Engineer" is meant City Engineer for the City of Ramsey, who has been appointed by the Owner to take charge of the work contemplated by these specifications and accompanying drawings and is designated and referred to in these specifications as the "Engineer". (The Engineer or Owner may appoint an authorized representative or inspector, limited in authority, assigned to make inspection of the work performed and materials furnished by the Contractor. Such a representative has no authority to order or permit deviation from plans and specifications.)

1.14 Field Order: A written order affecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.

1.15 Final Completion: That date as certified by the Engineer when construction of the project is complete in accordance with the contract documents, such that all work has been paid, minus retainage.

1.16 Notice of Award: The written notice of the acceptance of the bid issued by the Owner to the Successful bidder.

1.17 Notice to Proceed: The written notice issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

1.18 Owner: A private, public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.

1.19 Plans: The term means the official drawings, plans, profiles, elevation, 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 contract documents or separate therefrom.

1.20 Project: The undertaking to be performed as provided in the contract documents.

1.21 Project Representative: 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.

1.22 Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the work.

1.23 Special Provisions: The term means contract requirements peculiar to the project which are not otherwise thoroughly or satisfactorily detailed and set forth in the standard detail specifications or plans.

1.24 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.

1.25 Subcontractor: The term means those having a direct contract with the Contractor and it includes one who furnished materials 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.

1.26 Substantial Completion: That date as certified in writing by the Engineer when the construction of the project or a specified part thereof is sufficiently complete in accordance with the contract documents for use by the Owner.

1.27 Supplemental General Conditions: Modification to the general conditions that supplement, add to, delete from or change the articles therein.

1.28 Surety: The Guarantor for the Contractor who, with the Contractor, signs an instrument or instruments known as the bond or bonds guaranteeing that the Contractor will fully comply with the plans, specifications and agreements.

1.29 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Abbreviations

A.A.S.H.O.: The American Association of State Highway Officials. All references to A.S.S.H.O. specifications or methods of tests shall be understood to refer to their latest published edition of the "Standard Specifications for Highway Materials and Methods of Sampling and Testing".

A.N.S.I.: American National Standards Institute, Inc. All references to A.N.S.I. specifications shall be understood to refer to their latest published edition.

A.S.A.: The American Standards Association. All references to A.S.A. specifications shall be understood to refer to their latest published edition.

A.S.T.M.: The American Society for Testing Materials. All references to A.S.T.M. specifications or methods shall be understood to refer to their latest published edition of the A.S.T.M. Standards.

A.W.W.A.: The American Water Works Association. All references to A.W.W.A. specifications shall be understood to refer to their latest published edition.

MnDOT: The Minnesota Department of Transportation. All references to MnDOT specifications shall be understood to refer to their latest published edition.

M.S.S.: Minnesota State Statutes. All references to M.S.S. shall be understood to refer to the latest published edition.

ARTICLE 2. Progress and Submission Schedule; Pre-Construction Conference; Time of Starting Work

2.1 Within 10 Calendar Days after execution of this Agreement, the Contractor shall prepare and submit to the Engineer for review an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawing submissions.

2.2 Before starting the Work, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and to establish a working understanding between the parties as to the Project. Present at the conference will be the Engineer, Project Representative, the Contractor, his superintendent, the Owner and any others who may have an interest in the Project.

2.3 Prior to starting the Work, the Contractor will furnish the Engineer certificates of insurance as required by the appropriate provisions of the Contract Documents.

2.4 The Work contemplated hereunder shall be commenced within ten (10) Calendar Days after receipt by the Contractor of written Notice to Proceed from the Engineer and shall be completed within the time limits set forth in the Special Provisions or as specified elsewhere in the Contract Documents.

2.5 If the Contractor is delayed in the performance of the Work by any neglect of Owner or Engineer, or by an employee, agent or representative of either, or by changes ordered in the Work, or by the combined action of workmen (either those employed on the Work or in any industry essential to the conduct of the Work) in no way caused by or resulting from the default or collusion on the part of the Contractor, or by strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, or by any other causes which Contractor could not reasonably control or circumvent, the scheduled completion date and interim completion dates shall be extended for a period equal to the length of such delay if within five Calendar Days after expiration of any such delay Contractor delivers to Engineer a written request for extension for such delay, and such request is approved by the Owner or Engineer, which approval shall not be unreasonably withheld by Owner or Engineer. In case of a continuing cause of delay of a particular nature, Contractor shall be required to make only one such request with respect thereto. Extension of time shall be the Contractor's sole remedy for any such delay (except for Contractor's right to terminate this Agreement pursuant to the provisions of Article 43 hereinafter), unless the same shall be caused by acts constituting intentional interference by the Owner or Engineer with Contractor's performance of the Work and where to the extent that such acts continue after Contractor's notice to Owner or Engineer of such interference. Owner' s or Engineer's exercise of any of its rights under Article 20, Changes in the Work, regardless

of the extent or number of such changes, or Owner's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

2.6 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE 3. Plans and Specifications

3.1 It is the intent of the Specifications and Plans to describe a complete Project to be constructed in accordance with the Contract Documents.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Engineer's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order: Agreement, Specifications, Plans. Within the Specifications, the order of precedence shall be as follows: Special Provisions, Addenda, General Conditions, Technical Specifications Provisions. Figure dimensions on Plans shall govern over scale dimensions, and detailed Plans shall govern over general Plans. Any Work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended results shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

ARTICLE 4. Detailed Drawings and Instructions

4.1 Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, supplies and incidentals which may be necessary to construct and complete the Work in accordance with the Contract Documents.

4.2 The Engineer will furnish to the Contractor with reasonable promptness additional instructions by means of drawings and/or otherwise necessary information for the proper execution of the Work when, in the opinion of the Engineer, such are required. All drawings and instructions shall be consistent with the Plans and Specifications, true developments thereof, and reasonably inferable therefrom. The Contractor shall do no Work without proper drawings and instructions. In giving such additional instructions, the Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purpose of the Work.

4.3 The Contractor shall submit, with such promptness as to cause no delay in the Work or in that of any other Contractor, three (3) copies of all Shop (or setting) Drawings and schedules required for the Work of the various trades and the Engineer shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, file with the Engineer two (2) corrected copies and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from Plans or Specifications, unless the Contractor has, in writing, called the Engineer's attention to such deviation at the time of

submission, nor shall it relieve the Contractor from responsibility for errors of any sort in Shop Drawings or schedules.

4.4 Unless otherwise set forth in the Contract Documents or bidding documents, it shall be the Contractor's sole responsibility to determine subsoil conditions prior to the bidding of the job. If under the terms of the Contract Documents, the responsibility for subsoil conditions is with the Contractor, Contractor hereby represents that he has inspected the location or locations of the Work and has satisfied himself as to the condition thereof, including subsoil conditions, and that the Contract Price as set forth herein is just and reasonable compensation for all Work, including all foreseen or unforeseeable risks, hazards, and difficulties in connection therewith.

4.5 The Engineer will furnish and set stakes as may be necessary for the Contractor in order that the Contractor may construct the Work to the proper grade and alignment.

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

4.7 The Engineer shall furnish such survey lines and grades as may be necessary for the proper control of the Work; but this shall not relieve the Contractor of responsibility for making careful and accurate measurements and for constructing the Work accurately to the lines furnished by the Engineer. The Contractor shall give the Engineer reasonable notice of his requirements for such survey lines and grade as the Contractor may require.

4.8 The Contractor shall furnish and place, as directed, all necessary guide boards and appurtenances and give such other incidental assistance at the Work site as may be required by the Engineer, for staking out the Work. The Contractor's working operations which interfere with the activities of the Engineer shall be temporarily suspended for such reasonable time as the Engineer may deem necessary. The Contractor shall carefully preserve the points furnished by the Engineer and shall receive no extra compensation for any materials or services furnished by the Contractor incidental to these operations of the Engineer.

ARTICLE 5. Ownership and Copies of Documents, Record Documents and Security Thereof

5.1 All Specifications, Plans and copies thereof furnished by the Owner, through the Engineer, shall remain the Owner's property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the Project.

5.2 The Owner, through the Engineer, will furnish to the Contractor up to three (3) copies of the Specifications and Plans as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

5.3 The Contractor will keep one record copy of all Specifications, Plans, Addenda, modifications, and Shop Drawings at the Work site in good order and annotated to show all changes made during the construction process. These shall be made available to the Engineer as the Project is completed.

ARTICLE 6. Patent Fees and Royalties

The Contractor will pay all license fees and royalties and assume all costs incidental to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The Contractor will indemnify and hold harmless the Owner and the Engineer and anyone directly or indirectly employed by the Owner from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7. Work by Others and Subcontractors

7.1 The Owner may perform additional work related to the Project or may let other direct contracts therefrom which shall contain general conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the Owner, if performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the Work with other contractors.

7.2 If any part of the Contractor's Work depends upon the work of any such other contractor (or the Owner) for proper execution or results, the Contractor will inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of this Work.

7.3 The Contractor will do all cutting, fitting and patching of the Work that may be required to make several parts come together properly and fit to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering other's work and will only cut or alter their work with the written consent of the Engineer.

7.4 Within 10 Calendar Days of execution of this Agreement, the Contractor will submit to the Engineer for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions of the Work for which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Prior to the execution of the Work, the Engineer will notify the Contractor in writing if either the Owner or the Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the Owner or the Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution of the Work shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Owner or the Engineer to reject defective workmanship, material, equipment, employees of the Contractor, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

7.5 If, prior to the commencing of the Work, the Owner or the Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the Contractor may,

prior to such commencement, either 1) submit an acceptable substitute without an increase in his Contract Price or 2) withdraw his bid and forfeit his bid security. If, after the commencement of the Work, the Owner or the Engineer refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no such increase in the Contract Price shall be allowed in respect of any substitution unless the Contractor has acted promptly and reasonably in submitting a name with respect thereto prior to the execution of the Work.

7.6 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the Owner or the Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom the Contractor has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Owner and the Engineer, unless the Engineer determines that there is good cause for doing so.

7.7 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or the Engineer or any obligation on the part of the Owner.

7.8 The divisions and sections of the Specifications and the identifications of any Plans shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

7.9 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

7.10 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Contract Documents. The Contractor shall upon request from the Engineer provide copies of the written subcontract agreements to the Engineer. The Contractor will pay each Subcontractor a just share of any insurance monies received by the Contractor.

ARTICLE 8: Materials, Equipment and Labor; Substitute Material or Equipment

8.1 The Contractor will provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

8.2 The Contractor covenants that all Work shall be done in a good and workmanlike manner and that all materials furnished and used in connection therewith shall be new and approved by the Engineer, except as otherwise expressly provided for in the Plans and Specifications.

8.3 If it is indicated in the Specifications that the Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, the Contractor will, promptly after the Notice of Award, make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and/or equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the Engineer who shall be the judge of equality.

8.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise specifically provided in the Contract Documents.

ARTICLE 9. Errors, Omissions, Etc.

Should it appear that the Work here intended to be done or any of the materials or matters relative thereto are not sufficiently detailed or explained on the Plans or in the Specifications, or should any error, discrepancy or inconsistency appear between any of the Plans and the Specifications, the Engineer shall furnish additional drawings, details or explanations and shall have power to interpret, correct, adjust and explain all errors, omissions, discrepancies, doubts and misunderstandings between such Plans and Specifications, or between several drawings and Specifications, or between several drawings, and the decision of the Engineer therein shall be final and conclusive.

ARTICLE 10. Permits Laws Taxes and Regulations

10.1 The Contractor will secure and pay for all construction permits and licenses and will pay all governmental and public utility charges and inspection fees necessary for the performance of the Work.

10.2 If the Contractor observes that the Specifications or Plans are at variance therewith, the Contractor will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any of the Work knowing or when with the exercise of due care he should have known, it be contrary to any such laws, ordinances, rules and regulations applicable to said Work and fails to give the Owner or Engineer notice thereof prior to the performance thereof, Contractor shall bear all costs, including reasonable attorney's fees, arising therefrom. Further, Contractor shall observe and abide by and perform all of its obligations hereunder in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the Federal Occupational, Safety and Health Act. Contractor agrees to take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color or national origin. To the extent applicable, Contractor will comply with all provisions of any executive orders and any rules, regulations, orders, instructions, designations and other directives promulgated by any governmental unit with jurisdiction thereof. Violation of this

provision, after notice, shall be a material breach of this Agreement and may result, at the Owner's option, in a termination or suspension of this Agreement in whole or in part.

10.3 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is to be performed.

ARTICLE 11. Availability of Lands; Physical and Subsurface Conditions; Reference Points

11.1 The Owner will provide, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor, the Contractor will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

11.2 The Contractor will properly notify the Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner will obtain the necessary additional surveys and tests and furnish copies to the Engineer and the Contractor. If the Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

11.3 The Engineer will establish such general reference points as in his judgment will enable the Contractor to proceed with the Work. The Contractor will be responsible for the layout cf the Work and will protect and preserve the established reference points and will make no changes or relocations without the prior written approval of the Owner and Engineer. He will report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor will replace and accurately relocate all reference points so lost, destroyed or moved.

ARTICLE 12. Use of Premises

12.1 The Contractor will confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

12.2 The Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will he subject any part of the Work to stresses or pressures that will endanger it.

ARTICLE 13. Engineer's Status During Construction

13.1 The Engineer shall be the Owner's representative during the construction period. All instructions of the Owner to the Contractor shall be issued through the Engineer. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during

construction are set forth in all Articles of these General Conditions and shall not be extended without written consent of the Owner and the Engineer.

13.2 The Engineer will make regular visits to the Work site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer's efforts will be directed toward providing assurance for the Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of the Engineer's on-site observations as an experienced and qualified design professional, he will advise the Owner as to the progress of the Work and the performance of the Contractor.

13.3 The Engineer will have authority to disapprove of or reject Work which is defective; i.e., is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval. The Engineer will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

13.4 The Engineer will provide one or more full-time resident Project Representatives to assist the Engineer in carrying out his responsibilities at the Work site during construction activity. The duties, responsibilities and limitations of authority of any such resident project representative shall be as set forth in the pre-construction meeting held by the Engineer.

13.5 Neither the Engineer's authority to act under this article nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

ARTICLE 14. Engineer's Interpretations and Decisions

14.1 The Engineer will issue with reasonable promptness such written clarifications or interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents.

14.2 The Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, the Engineer will exercise his best efforts to insure faithful performance by the Contractor. The Engineer will not show partiality and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the Engineer for decision, which the Engineer shall render in writing within a reasonable time.

ARTICLE 15. Shop Drawings and Samples

15.1 After checking and verifying all field measurements, the Contractor will submit to the Engineer for approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (or at the Engineer's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The

data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Engineer to review the information as required.

15.2 The Contractor will also submit to the Engineer for approval, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

15.3 At the time of each submission, the Contractor will, in writing, call the Engineer's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

15.4 The Engineer will check and approve with reasonable promptness Shop Drawings and samples; however, checking and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor will make any corrections required by the Engineer and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions.

15.5 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been approved by the Engineer.

15.6 The Engineer's approval of Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing the Engineer's attention to such deviations at the time of submission and the Engineer has given written approval to the specific deviation, nor shall any approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

ARTICLE 16. Tests and Inspections

16.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness thereof. The Contractor will give the Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested, or approved is covered up without written approval or consent of the Engineer, it must, if directed by the Engineer, be uncovered at the Contractor's expense for observation. The cost of all such inspections, test and approvals shall be borne by the Owner unless otherwise provided.

16.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected

or accepted as provided elsewhere in the Contract Documents. The costs of all retests and follow up inspections shall be borne by the Contractor.

16.3 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

ARTICLE 17 Contractor's Supervision and Superintendence

17.1 The Contractor will supervise and direct the Work efficiently and with skill and attention. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work the Contractor will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

17.2 The Contractor will keep on the Work site at all times during its progress a resident superintendent satisfactory to the Engineer. The superintendent shall not be replaced without the consent of the Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

17.3 The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order among his employees and the employees of his Subcontractors at the Work site.

17.4 The Engineer and/or Owner will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any agents or employees or any other persons performing any of the Work.

ARTICLE 18. Safety and Protection: Emergencies

18.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

18.1.1 All employees on the Work and other persons who may be affected thereby;

18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Work site; and

18.1.3 Other property at the Work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

18.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. The Contractor will notify owners of adjacent utilities when execution of Work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the performance of the Work, the Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, injury or loss to any property referred to in this paragraph caused, directly or indirectly, in whole or in part, by the Contractor, or Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor, except damage or loss attributable to the fault of Plans or Specifications or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

18.3 The Contractor will designate a responsible employee at the Work site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

18.4 In emergencies affecting the safety of persons or the Work or property at the Work site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved if said emergency is not a direct cause of the neglect of the Contractor or Subcontractor or a deviation by the Contractor from any of the provisions of the Contract Documents.

ARTICLE 19. Access to the Work: Uncovering Finished Work

19.1 The Engineer will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof by others.

19.2 If any Work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for observation and replaced at the Contractor's expense.

19.3 If any Work has been covered which the engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such

Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued depicting all such costs from the Contract Price. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, provided the Engineer first obtained uncovering approval from the Owner.

ARTICLE 20. Changes in the Work

20.1 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in the Contract Documents.

20.2 The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

20.3 Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in elsewhere herein.

20.4 The Owner will execute any appropriate Change Order prepared by the Engineer covering changes in the Work to be performed and work performed in an emergency and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is approved by the Owner and Engineer.

20.5 It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or changes in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Engineer upon its occurrence.

ARTICLE 21. Change of the Contract Price

21.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the Contract Price.

21.2 The Contract Price may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to a change in the Contract Price, the claim shall be in writing delivered to the Engineer within five (5) calendar days of the occurrence of the event giving rise to the claim. All valid

claims for adjustments in the Contract Price shall be determined by the Engineer. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

21.3 The value of any Work covered by a Change Order or of any claims for a change in the Contract Price shall be determined in one of the following ways:

21.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

21.3.2 By mutual acceptance of a lump sum;

21.3.3 By cost and a mutually acceptable fixed amount for overhead and profit;

21.3.4 If none of the above methods is agreed upon, the value shall be determined by the Engineer on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, directly related to the Work involved. The maximum percentage which shall be allowed for Contractors combined overhead and profit shall be as follows:

21.3.4.1 For all such Work done by his own organization, the Contractor may add up to fifteen percent (15%) of actual net costs for combined overhead and profit; provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under this paragraph, the Contractor will submit in the form prescribed by the Engineer, an itemized cost breakdown together with supporting data.

21.4 The amount of credit to be allowed by the Contractor to the Owner for any such changes in cost, will be the amount of the actual net cost plus fifteen percent (15%).

ARTICLE 22. Change of Contract Time

22.1 The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, the claim shall be in writing delivered to the Engineer within five (5) calendar days after expiration of any such delay of the occurrence of the event giving rise to the claim. All valid claims for adjustment in the Contract Time shall be determined by the Engineer. Any change in the Contract Time resulting from any such claim shall be incorporated into a Change Order.

22.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefrom as provided in this Agreement. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

22.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE 23. Neglected Work

If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after five (5) Calendar Day's written notice to the Contractor may, without prejudice to any other remedy, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Owner.

ARTICLE 24. Warranty and Guarantee: Correction, Removal or Acceptance of Defective Work

24.1 The Contractor warrants and guarantees to the Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to elsewhere in the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

24.2 If required by the Engineer, prior to approval of final payment, the Contractor will promptly, without cost to the Owner and as required by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the Work site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from the Engineer, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

24.3 If, after the approval of final payment and prior to the expiration of one (1) year after the date of Substantial Completion 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, any Work is found to be defective, the Contractor will, promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the Work site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work corrected or the

rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

24.4 If, instead of requiring correction or removal and replacement of defective Work, the Owner (prior to approval of final payment) and also the Engineer prefer to accept it, they may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor.

ARTICLE 25. Application for Partial Payment

25.1 Prior to the first Friday of the following month for which payment is to be requested, the Contractor shall submit to the Engineer a detailed estimate of the amount earned for the separate portions of the Work for the previous month, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the Work completed in accordance with the Contract Documents, and the value of approved materials delivered to the Project site suitably stored and protected prior to incorporation into the Work. If the Contractor's estimate of amount earned conforms with the Engineer's evaluation, the Engineer will calculate the amount due the Contractor and make recommendation to the Owner for payment.

25.2 After deducting the retain amounts and the amount of all previous partial payments made to the Contractor, the amount earned as of the end of the previous month will be made payable to the Contractor after the fourth Tuesday of the following month.

25.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, will have passed to the Owner prior to the making of the application for payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"); and that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the Work site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

25.4 The Engineer will, within fifteen (15) Calendar Days after receipt of application for payment, either indicate in writing his approval of payment and present the application to the Owner, or return the application to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application. The Owner will pay the Contractor the amount approved by the Engineer and Owner.

ARTICLE 26. Prompt Payment to Subcontractors

The Contractor shall pay any subcontractor within ten days of the prime contractor’s receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1 ½ 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 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

ARTICLE 27. Approval of Payment

27.1 The Engineer's approval of any payment requested in an application for payment shall constitute a representation by the Engineer to the Owner, based on the Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on their review of the application for payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved.

27.2 The Engineer's approval of final payment shall constitute an additional representation by the Engineer to the Owner that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement have been fulfilled.

27.3 The Engineer may refuse to approve the payment if, in the Engineer's opinion, the Engineer is unable to make such representations to the Owner. They may also refuse to approve any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in their opinion to protect the Owner from loss because:

27.3.1 The Work is defective;

27.3.2 Claims have been filed or there is reasonable evidence to suggest such filing thereof;

27.3.3 The Contract Price has been reduced because of modifications or changes;

27.3.4 The Owner has been required to correct defective Work or complete the Work;

27.3.5 Unsatisfactory performance of the Work, including failure to clean up.

ARTICLE 28. Project Completion

28.1 Prior to final payment, the Contractor may, in writing to the Owner and the Engineer, certify that the entire Project is complete and request that the Engineer issue a certificate of completion. Within a reasonable time thereafter, the Owner, Contractor and Engineer will make an inspection of the Project to determine the status of completion. If the Engineer and Owner do not consider the Project complete, they will notify the Contractor in writing giving reasons thereof. If the Engineer and Owner consider the Project complete, they will prepare and deliver to the Owner an application for final payment.

28.2 The Owner shall have the right to exclude the Contractor from the Project after the date of completion, but the Owner will allow the Contractor reasonable access to complete or correct items of repair and maintenance.

ARTICLE 29. Final Payment

29.1 After the Contractor has completed any corrections to the satisfaction of the Engineer and delivered all maintenance and operating instruction, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may make application for final payment. The final application for payment shall be accomplished by such supporting data as the Engineer may require, together with complete and legally effective releases or waivers (satisfactory to the Owner) of all liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts of releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, State and Federal withholding taxes, material and equipment bills, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any lien.

29.2 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within fifteen (15) Calendar Days after receipt of the final application for payment, indicate in writing his approval of payment and present the application to the Owner for payment. Otherwise, he will return the application to the Contractor, indicating in writing his reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the application. The Owner, will, within twenty (20) Calendar Days of presentation of an approved application for payment, and receipt of final payment documents pay the Contractor the amount approved by the Engineer.

ARTICLE 30. Retention of a Portion of the Contract Sum

The Owner may retain up to a maximum of ten percent (10%) of value of Work completed and requested for payment. After fifty percent (50%) of the Work has been completed, the Contractor may request consideration for a reduction in the retained amount. Where the Owner is subject to the provisions of Minnesota State Statutes 429.041 the maximum retained amount shall be five percent (5%) released with approval of the governing body. Those amounts released shall be considered not required to be retained to protect the Owner's interest in satisfactory completion of the Agreement.

ARTICLE 31. Liquidated Damages

The parties hereto recognize that failure on the part of the Contractor to complete the Work within the time period set forth herein above, shall cause damage to the Owner; and should the contractor not complete the Work within that period of time, or otherwise be guilty of substantial violation of this Agreement, the Owner may deduct amounts per the following schedule per calendar day after the completion date and all legal and Engineering costs related thereto, for each day exceeding said completion date, from the total Contract Price to be paid to the Contractor, and among its other

remedies, terminate this Agreement and complete the Work by whatever method the Owner may deem expedient, at the expense of the Contractor; and such action by Owner shall not relieve Contractor of its liability to Owner for any damages caused by the Contractor's default, including, but not limited to, the excess expense of finishing the Work over the unpaid balance of the Contract Price. In the event a dispute arises between the Contractor and Owner regarding an alleged default by the Contractor or the assessment of liquidated damages, and if said dispute is submitted for litigation, and in the further event that the Owner prevails thereon, liquidated damages shall include court costs and reasonable attorney's fees as allowed by law. In the event the Owner elects to complete the Work following Contractor's default as above set forth, the Contractor agrees to extend its full cooperation of the Work contemplated under this Agreement. The amount deducted under this paragraph shall not be construed as a penalty, but rather as liquidated damages resulting from the noncompletion of the Work within the specified time. The schedule of damages shall be as specified below based upon the original contract amount:

From More Than	*Up To and Including*	*Charge per Calender Day*
$0	$500,000	$200
$500,000	$1,000,000	$300
$1,000,000	Unlimited	$500

ARTICLE 32. Waivers of Claims and Continuing Obligations

32.1 The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any payment by the Engineer, nor the issuance of a certificate of completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

32.2 The making and acceptance of payments shall constitute:

32.2.1 A waiver of all claims by the Owner against the Contractor other than those arising from unsettled liens, from faulty or defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and

32.2.2 A waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

ARTICLE 33. Indemnification

33.1 To the fullest extent permitted by law, the Contractor shall indemnify and save harmless, the Owner and Engineer of and from loss or damage caused to any person or property by reasons of any carelessness or neglect in the doing or making of this improvement or furnishing of material and by reason or failure to pay all laborers, materials, mechanics, and subcontractors, and all persons who shall supply said Contractor with materials, provisions and supplies for the performance and completion of said Agreement to promptly pay all just debts, dues and demands incurred in the performance of said Agreement, and of and from all expenses of inspection and/or of whatever kind of nature, which shall

be caused by delay or failure in the performance and completion of this Agreement, and further to indemnify and save harmless of and from all suits and action of the Owner and Engineer on account of any injuries or damages sustained by any person or persons by reason of any act, omission, or negligence or by the use of improper or defective materials on the part of said Contractor in the performance of any part of this Agreement, and further to indemnify and protect and save the Owner and Engineer harmless against any or all demands, fees, or royalties for any patented invention, materials, methods, arrangements, or process of manufacturer of any infringement thereon, that may be used or be in any manner connected with the construction, erection, or maintenance of the Work, material, or any part thereon encompassed by this Project.

33.2 The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

33.3 In any and all claims against the Owner or the Engineer of any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or from the Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

33.4 The obligations of the Contractor under this Article shall not extend to the liability of the Engineer, his agents or employees arising out of (a) the preparation or approval or maps, drawings, opinions, reports, surveys, Change Orders, designs or Plans and Specifications or (b) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 34. Contract Bonds

The Contractor will furnish performance, payment and maintenance bonds as security for the faithful performance, payment and maintenance of all his obligations under the Contract Documents. These bonds shall be in amounts of at least 100% of the Contract Price and in such form and with such Sureties as approved by the Securities Exchange and by the Insurance Commissioner of the State in which the Project is located. Prior to execution of the Contract Documents, the Owner may require the Contractor to furnish such other bonds, in such form and with such Sureties as he may require.

ARTICLE 35. Insurance

35.1 The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs.

35.2 Before commencing Work under this Agreement, the Contractor shall furnish the Owner with certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate will not be cancelled or materially altered, except after 10 days written notice has been received by the Owner."

35.3 In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

ARTICLE 36. Contractor and Subcontractor Insurance

The Contractor shall not commence Work on this Agreement until he has obtained all the insurance and it has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required for that portion of the Work has been so obtained and reviewed. Review of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

ARTICLE 37. Compensation and Employer's Liability Insurance

The Contractor shall maintain during the life of this Agreement the statutory Worker's Compensation, in addition to, Employer's Liability Insurance in an amount not less than $100,000 for each occurrence and a combined single limit of liability of $1,000,000 for each occurrence for all of his employees to be engaged in Work on the Project under this Agreement and, in case any such Work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such Work. Where Work under this Agreement includes any water or navigational exposure, coverage shall be included to cover the Federal Longshoremen's and Harborworker's Act and the Federal Jones Act.

ARTICLE 38. Public Liability (including Automotive) and Property Damage Insurance

38.1 The Contractor shall maintain during the life of this Agreement such public liability and property damage insurance and automobile public liability and property damage insurance and shall protect him, the Owner, the Engineer, and any Subcontractor performing Work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from negligent operations under this Agreement, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be not less than:

(1) Public liability insurance in an amount not less than $500,000 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than $1,000,000 for each occurrence.

(2) "Broad Form" property damage liability insurance in an amount not less than $500,000 for each occurrence.

38.2 The Contractor's public liability insurance and property damage insurance shall provide the primary coverage on all claims arising out of the performance of the Agreement, and shall name the Owner, its officers, agents and employees, and the Engineer as additional insureds therein.

ARTICLE 39. Builders Risk All Risk Insurance

Unless otherwise modified in the Special Provisions, the Contractor shall secure and maintain during the life of this Agreement, Builders Risk All Risk Insurance coverage for 100 percent of the Contract Price. Such insurance shall not exclude coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, and shall provide for losses to be paid to the Contractor and the Owner as their interest may appear.

ARTICLE 40. Insurance Coverage for Special Conditions

When the construction is to be accomplished within a public or private right-of-way requiring insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents and employees. Insurance coverage for special conditions, when required, shall be provided as set forth in the Special Provisions.

ARTICLE 41. Cleaning Up

The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises and will remove all items of personal property such as all tools, construction equipment and machinery, and surplus materials, and further will leave the site broom-clean and ready for occupancy by the Owner. The Contractor will restore to the original condition those portions of the Work site not designated for alteration by the Contract Documents.

ARTICLE 42. Owner's Right to Stop or Suspend Work

42.1 If the Work is defective, or the Contractor fails to supply sufficiently skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors, or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

42.2 The Owner may, at any time and without cause, suspend the Work or any portion thereof, for a period of not more than one hundred eighty (180) days by notice in writing to the Contractor and the Engineer which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed.

ARTICLE 43. Owner's Right to Terminate

43.1 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors, or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) Calendar Days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated into a Change Order.

43.2 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor or his Surety then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor or his Surety from liability.

43.3 Upon seven (7) Calendar Days written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor and Engineer shall be paid for all Work executed and any expense sustained plus a reasonable profit.

ARTICLE 44. Contractor's Right to Terminate

If, through no act or fault of the Contractor, the Work is suspended for a period of more than one hundred eighty (180) Calendar Days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any application for payment within thirty (30) Calendar Days after it is submitted, or the Owner fails to pay the Contractor any sum approved by the Engineer within sixty (60) Calendar Days of its approval and presentation, then the Contractor may, upon seven (7) Calendar Days written notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed.

ARTICLE 45. Miscellaneous

45.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if 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 or certified mail, postage prepaid, to the last business address known to him who gives the notice.

45.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and in particular but without limitation, the warranties, guarantees, and obligations imposed upon the Contractor and the rights and remedies available to the Owner and Engineer thereon, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

45.3 The Contract Documents shall be governed by the law of the place where the Project is located.

45.4 Except as otherwise provided, or approved in writing, Contractor shall not assign this Agreement or sublet it as a whole without the written consent of the Owner; nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Owner. Owner may, however, assign this Agreement to any other party or entity, provided Owner continues to be responsible for the performance by such assignee of all undertakings of the Owner hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

45.5 Contractor shall treat all information relating to the Project and all information supplied to the Contractor by the Owner and/or Engineer as confidential and propriety information of the Owner and/or Engineer and shall not permit its release to any other parties or make any public announcement or any publicity releases without the Owner's written authorization. Contractor shall also require Subcontractors and vendors to comply with this Agreement.

45.6 In performing its obligations hereunder, Contractor shall be deemed an independent Contractor and not an agent or employee of Owner and/or Engineer. Contractor shall have the exclusive authority to manage, direct and control the Work subject to the terms and conditions of this Agreement and approval of Owner and/or Engineer as provided herein. Owner is interested in only the results obtained and not in the methods used in achieving the results.

CITY SPECIAL PROVISIONS

1. General

These Special Provisions contain items of specific instruction and subject matter concerning construction detail and/or are modifications to the General Conditions and Standard Specifications. The Contractor shall conduct his work in conformance with the specifications set forth herein and in accordance with the Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, which is incorporated by reference to these specifications, and also in accordance with the Standard Utility Specifications prepared by the City Engineers Association of Minnesota (CEAM).

2. Project Schedule

The City of Ramsey anticipates, but does not guarantee award of this project on June 27, 2017. Construction is anticipated to commence on or about July 10, 2017.

3. Time for Completion and Liquidated Damages

The Contractor shall complete the work on or before August 25, 2017. Failure to complete the project within this specified time shall result in the payment as liquidated damages according to the schedule contained in Table 1807-1 of the Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition.

4. Working Hours

The work shall be carried out during normal daylight working hours in accordance with local ordinance and so as not to cause any unreasonable nuisance to affected residents. Under emergency conditions, this limitation may be waived in writing by the Engineer in conjunction with qualified local authority. Normal working hours in the City of Ramsey are considered to be from 7:00 a.m. to 10:00 p.m. on Monday through Saturday. The contractor shall provide 72 hour advance notice before working on Saturday. City Council approval is required for Sunday work.

5. Maintenance of Traffic

All traffic control devices shall conform and be installed in accordance to:

- The "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD);
- Part 6, "Field Manual for Temporary Traffic Control Zone Layouts" (Field Manual);
- The Speed Limits in Work Zones Guideline;
- The Minnesota Flagging Handbook;
- The Minnesota Standard Signs Manual;

- The Traffic Engineering Manual;

The Contractor shall submit the proposed traffic control layout, designed by a traffic engineer, to the Engineer for approval at least seven (7) days prior to the start of construction. At least 24 hours prior to placement, all traffic control devices shall be available on the Project for inspection by the Engineer. The Contractor shall modify his/her proposed traffic control layout and/or devices as deemed necessary by the Engineer.

The Contractor shall have an operator on call at all times to insure traffic movement within the project area. Local access to pedestrian facilities shall be maintained at all times. The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed, or otherwise fail to stabilize the barricades. Material storage for the project shall be along the edge of the existing roadway. Barricades with flashers shall be placed at each end of materials and equipment stored on the edge of the road. Cones shall be placed at each end directing traffic towards the middle of the road and at intervals along the length of the materials as specified in the MNDOT manual. If there is a break large enough for parallel parking a vehicle between stored materials, then a flasher shall be placed at each end of the space.

The Contractor shall notify the local Police and Fire Departments prior to commencing construction that will restrict traffic on any City street to the degree that emergency traffic could not be immediately facilitated. The Contractor shall provide necessary signs, flashers and barricades for any parking or driving lane closures. All signing shall conform to the MnDOT Manual of Uniform Traffic Control Devices. All plans for lane closures shall be submitted to the Engineer for approval a minimum of 48 hours prior to any closures.

The cost of all work related to continuation and control of traffic, including maintenance of traffic, provision of continued access, and the placement, maintenance or removal of traffic control devices should be included in the bid item unit price for Traffic Control. In the event the Contractor fails to maintain the street or provide signing, the Owner may perform the work and deduct the cost from any amount due the Contractor.

6. Cleanup and Restoration

When the work has been completed, the Contractor shall remove from the site all extra materials, equipment, debris and other supplies. All surfaces disturbed during the construction period shall be returned to their original condition or better.

7. Work Area

The right of way width is 120 feet. The Contractor's operations shall be confined to these public right-of-ways. The Contractor shall secure the permission of the Engineer prior to entering onto any other lands, including easement areas.

8. Permits

The Contractor will be required to obtain a NPDES Stormwater Construction Permit from the Minnesota Pollution Control Agency, and a City contractor's license.

9. Barricades, Guards and Safety Equipment

To protect persons from injury and to avoid property damage, adequate barricades, construction signs, warning lights, and guards as required shall be placed and maintained by the contractor during the progress of the construction work. All material piles, excavation equipment, and materials which may serve as obstructions to traffic or hazards shall be enclosed by fences or barricades and shall be protected by adequate lighting when visibility is poor. The rules and regulations of local authorities respecting safety provisions shall be observed.

10. Preconstruction Conference Required

Prior to initiating the work a preconstruction conference shall be scheduled and held with the contractor and his subcontractors, the City, utility companies (including fiber optic lines) or others with an interest in the project. The Contractor shall submit documentation for review at the preconstruction conference which: identifies construction personnel responsible for the work and project safety; provides a list of emergency or after hour contacts with their afterhours phone numbers; and identifies subcontractors and material suppliers. The Contractor shall prepare and submit a written schedule of the work, identifying work components and showing work start and completion dates required to comply with the schedule in the contract documents. The Contractor shall prepare and submit a list of material submittals that are required to comply with specified standards and will submit certificates of compliance or a schedule for compliance submittal.

No work is authorized on the project until the Notice to Proceed is issued. Once work has commenced, the Contractor shall continuously pursue completion in accordance with the approved schedule.

11. Construction Staking

Construction staking shall be provided by the City Engineering department. The Contractor shall provide a 48 hour notice for initial grade stakes and 24 hour notice for replacement stakes. All replacement staking shall be paid for by the Contractor.

12. Protection of Utilities

The Contractor is advised that utilities which include electric, gas, telephone, cable TV, fiber optic lines, sanitary sewer, storm sewer, and watermain are located within or near the project area anticipated for excavation. It is the Contractor's responsibility to obtain all locations from the

respective utility companies. It is understood that no additional compensation shall be due the Contractor because of the presence and protection of those utilities and appurtenances. The Contractor shall comply with the provisions of Minnesota Statues Chapter 216 related to underground construction and utility protection (Gopher State One call).

13. Maintenance during Construction

Once the Contractor commences work on the project, the construction area shall be maintained for the remainder of the project by the Contractor at their expense. Necessary signs and barricades shall be furnished by the Contractor. All existing surfaces not scheduled for removal shall be protected. All equipment which operates on bituminous or concrete surfaces shall be equipped with rubber tires. The Contractor shall provide reasonable access to all properties adjacent to the work. The cost of providing and maintaining continuous access where applicable, shall be included in the lump sum bid item price for Traffic Control. Any disturbed paved areas at intersections with public or private roads/driveway accesses must be brought to grade with class 5 at the end of each work day, unless road is closed for construction.

All unpaved surfaces shall be bladed and made passable at the end of each business day, unless road is closed for construction. Grading the surface will also be as directed by the Engineer when the travel lane is deemed impassable.

14. Surface Water and Sedimentation Control

The Contractor shall take reasonable efforts to prevent soils from being deposited onto street surfaces. Temporary earth stockpiles shall have suitable erosion control measures in place to prevent this material from migrating onto the street and into the storm sewer system. The Contractor shall have a sweeper on site during construction or must have the availability of one on site within three hours. Streets shall be left clean at the end of each working day.

Contractor will be expected to provide a water truck for dust control. Water is available at the automated water fill station located at the Public Works Facility on Jaspar Street and 142nd Avenue NW. Water will not be allowed to be drawn from City hydrants.

15. Tree Protection

The contractor shall employ the following tree protection measures to encourage the survival of trees affected by construction. Roots larger than one half inch in diameter which have been fractured as a result of grading operations shall be sawed flush with a bow saw or loppers as soon as possible after being disturbed. No unnecessary vehicles shall be allowed in the tree root zone to avoid compaction of soil.

16. Turf Establishment

The Contractor shall reestablish turf with hydroseed and hydromulch in all disturbed areas. The seed mix and application rates shown in the plans shall be used.

17. Basis of Payment

Payment shall be made for the work on the basis specified below. The cost of any additional labor materials, tool and supplies which have not been specifically identified in this section for payment, but required to complete the project as per the plans and specifications shall be considered incidental to the project.

1. *Mobilization* – Payment shall be made on a lump sum basis for the mobilization of equipment.

2. *Clearing and Grubbing Tree* – Payment shall be made on a per acre basis as compensation for all equipment, material, and labor costs required for the removal and disposal of trees and stumps located by area for removal per the plans.

3. *Remove Watermain* – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required for the removal and disposal of watermain.

4. *Remove Bituminous Pavement* – Payment shall be made on a per square yard basis as compensation for all equipment, material, and labor costs required for the removal and disposal of bituminous pavement.

5. *Saw Cutting Pavement* – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required to saw cut pavement per class of material as marked in the field.

6. *Salvage Concrete Pipe, Storm* – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required for salvage and installation of concrete storm sewer pipe.

7. *Salvage Gate Valve and Box* – Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required for salvage and installation of gate valve and box based upon size.

8. *Salvage Hydrant* – Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required for salvage of hydrant.

9. *Salvage Pipe Apron* – Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required for salvage and installation of pipe apron.

10. *Common Excavation* – Payment shall be made on a per cubic yard basis as compensation for all equipment, material, and labor costs required for the excavation, loading, removal, transport, placement and disposal of on-site borrow material as directed by the Engineer. The limits for quantity determinations will not extend beyond the authorized grading sections as staked, except as authorized prior to the work by the Engineer.

11. *Granular Borrow* – Payment shall be made on a per cubic yard basis as compensation for all equipment, material, and labor costs required for the excavation, transport, and placement of granular borrow material at a location directed by the Engineer.

12. *Dewatering* – Payment shall be made on a lump sum basis as compensation for all equipment, material, and labor costs required for the installation and maintenance of any dewatering measures.

13. *Furnish and Install Aggregate Base Class 5* – Payment shall be made on a per cubic yard basis as compensation for all equipment, material, and labor costs required for the loading, transportation, placement, and compaction of aggregate base. Aggregate base from the City stockpile located at the City Public Works campus, 14210 Jaspar Street, shall be used. The Contractor shall furnish a loader and operator to load and haul from the stockpile.

14. *Furnish and Install PVC Sanitary Sewer Pipe* – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required for the installation of PVC sanitary sewer pipe based upon size.

15. *Furnish and Install PCV Sanitary Sewer Pipe Plug* – Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required for the installation of PVC sanitary sewer pipe plug based upon size.

16. *Connect to Existing Sanitary Sewer Manhole* – Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required to connect to the existing sanitary sewer manhole.

17. *Clean and Video Tape Pipe Sewer* – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required to clean and video tape the sanitary sewer pipe. A copy of the video shall be supplied to the City.

18. *Furnish and Install Gate Valve and Box* – Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required for installing gate valves and box based upon size.

19. *Furnish Hydrant* – Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required for furnishing hydrants.

20. *Install Hydrant* – Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required for the installation of hydrants.

21. *Connect to Existing Watermain* – Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required for the connection to existing watermain.

22. *Furnish and Install DIP Watermain* – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required for the installation of DIP watermain based upon size and class. Watermain 8" and larger shall be class 52. Watermain 6" and smaller shall be class 53.

23. *Furnish and Install Ductile Iron Fittings for Watermain* – Ductile Iron Pipe weights are based on Tyler Union waterworks catalog tables. Payment shall be made on a per pound basis as compensation for all equipment, material, and labor costs required for the installation of ductile iron fittings.

24. *Furnish Casting Assembly* - Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required to furnish sewer castings.

25. *Install Casting* – Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required to install sewer castings.

26. *Furnish and Install Sanitary Manhole* – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required for the installation of sanitary manholes.

27. *Traffic Control* – Payment shall be made on a lump sum basis as compensation for all equipment, material and labor costs required for the installation and maintenance of traffic control measures (signage, barricades, flasher, etc.), as directed by the Engineer, for any local traffic disruptions or temporary closures.

28. *Silt Fence* – Payment shall be made on a per lineal foot basis as compensation for all equipment, material and labor costs required for the installation, removal, and disposal of silt fence. The payment shall be made as follows: 75 percent upon installation of the silt fence, 25 percent after the permanent surfaces are established and the silt fence is removed.

29. *Inlet Protection* – Payment shall be made on a per each basis as compensation for all equipment, material and labor costs required for the installation and maintenance of the required inlet protection, as directed by the Engineer.

30. *Sediment Control Log Type Straw* – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required for the installation, removal, and disposal of sediment control log type straw.

31. *Hydroseeding* – Payment shall be made on a per acre basis as compensation for all equipment, material and labor costs required for the establishment of seed in disturbed areas as directed by the Engineer. Seed, fertilizer, and mulch shall be compensated per the basis shown on the pay estimate.

CITY ENGINEERS ASSOCIATION OF MINNESOTA

Engineering Our Cities' Futures

STANDARD SPECIFICATIONS

2600 Trench Excavation and Backfill/Surface Restoration

2611 Watermain and Service Line Installation

2621 Sanitary Sewer and Storm Sewer Installation

2631-CIPPS Sewer Pipe Rehabilitation - Cured In Place Pipe Systems

2641 – Pipeline Rehabilitation - Pipe Bursting Method

2013 Edition

TABLE OF CONTENTS

SECTION 2600 – STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION & BACKFILL/SURFACE RESTORATION 1

2600.1 DESCRIPTION 1

2600.2 MATERIALS 1
- **A Granular Materials** 1
  - **A1 Granular Material Gradation Classifications** 1
  - **A2 Granular Material Use Designations** 2
- **B Insulation** 2
- **C Geotextile Fabric** 3

2600.3 CONSTRUCTION REQUIREMENTS 3
- **A General Provisions** 3
  - **A1 Maintenance of Traffic** 3
  - **A2 Establishing Line and Grade** 3
  - **A3 Protection of Surface Structures** 5
  - **A4 Interference of Underground Structures** 5
  - **A5 Removal of Surface Improvements** 6
  - **A6 Temporary Service Measures** 7
- **B Excavation and Preparation of Trench** 7
  - **B1 Operational Limitations and Requirements** 7
  - **B2 Classification and Disposition of Materials** 8
  - **B3 Excavation Limitations and Requirements** 8
  - **B4 Sheeting and Bracing Excavations** 9
  - **B5 Preparation and Maintenance of Foundations** 10
  - **B6 Contaminated Materials and Regulated Wastes** 11
- **C Trenchless Pipe Installation** 12
  - **C1 Jacking/Boring** 12
  - **C2 Directional Boring** 14
- **D Placement of Insulation** 14
- **E Pipeline Backfilling Operations** 15
- **F Restoration of Surface Improvements** 16
- **G Maintenance and Final Cleanup** 16

2600.4 METHOD OF MEASUREMENT 17
- **A Rock Excavation** 17
- **B Granular Materials** 17
- **C Geotextile Fabric** 17
- **D Insulation** 17

2600.5 BASIS OF PAYMENT 17

SECTION 2611 – STANDARD SPECIFICATIONS FOR WATERMAIN AND SERVICE LINE INSTALLATION 19

2611.1 DESCRIPTION 19

2611.2 MATERIALS 21

A Water Pipe Materials 21
A1 Ductile Iron Pipe and Ductile Iron and Gray Iron Fittings 22
A3 Polyvinyl Chloride (PVC) Pressure Pipe and Fittings 22
A4 Polyethylene (PE) Pressure Pipe and Fittings 23
B Fire Hydrants 23
C Valves and Valve Housing 24
C1 Valve Housings 24
C2 Gate Valves 24
C3 Butterfly Valves 25
D Water Service Pipe and Fittings 25
E Polyethylene Encasement Material 26
F Mechanical Joint Restraints 26
G Mortar 26
H Concrete 26
I Tracer Wire for Non-Conductive Pipe 26

2611.3 CONSTRUCTION REQUIREMENTS **27**
A Installation of Pipe and Fittings 27
A1 Inspection and Handling 27
A2 Pipe Laying Operations 27
A3 Aligning and Fitting of Pipe 28
A4 Blocking and Anchoring of Pipe 28
A5 Polyethylene Encasement of Pipeline 29
B Connection and Assembly of Joints 30
B1 Ductile Iron Pressure Pipe and Fitting Joints 30
B3 Polyvinyl Chloride Pipe Joints 31
B3 Polyethylene Pipe Joints 31
B4 Tracer Wire for Non-conductive Pipe 31
C Water Service Installations 32
C1 Tee Branch Service Lines 32
C2 Tapped Service Lines 32
D Setting Valves, Hydrants, Fittings and Specials 33
E Disinfection of Watermains 34
F Electrical Conductivity Test 35
G Hydrostatic Testing of Watermains 35
H Operational Inspection 36

2611.4 METHOD OF MEASUREMENT **36**
A Water Pipe 36
B Valves 36
C Corporation Stops 36
D Curb Stops 36
E Hydrants 36
F Air Vents 36
G Polyethylene Encasement 37
H Ductile and Gray Iron Fittings 37
I Polyvinyl Chloride or Polyethylene 37
J Access Structures 37

2611.5 BASIS OF PAYMENT **37**

SECTION 2621 – STANDARD SPECIFICATIONS FOR SANITARY SEWER AND STORM SEWER INSTALLATION 39

2621.1 DESCRIPTION 39

2621.2 MATERIALS 40
- **A Sewer Pipe and Service Line Materials** 41
  - **A1 Vitrified Clay Pipe and Fittings** 41
  - **A2 Ductile Iron Pipe and Ductile Iron and Gray Iron and Fittings** 41
  - **A3 Reinforced Concrete Pipe and Fittings** 42
  - **A4 Corrugated Steel Pipe and Fittings** 42
  - **A5 Polyvinyl Chloride Pipe and Fittings** 42
  - **A6 Cast Iron Soil Pipe** 43
  - **A7 Acrylonitrile-Butadiene-Styrene Pipe** 43
  - **A8 Corrugated Polyethylene Pipe** 43
  - **A9 Solid Wall High Density Polyethylene Pipe** 43
  - **A10 Fiberglass Reinforced Pipe** 43
  - **A11 Polypropylene Pipe** 44
  - **A12 Tracer Wire for Non-conductive Pipe** 45
- **B Metal Sewer Castings** 45
- **C Precast Concrete Manhole and Catch Basin Sections** 45
- **G Mortar** 46
- **E Concrete** 46

2621.3 CONSTRUCTION REQUIREMENTS 46
- **A Installation of Pipe and Fittings** 46
  - **A1 Inspection and Handling** 46
  - **A2 Pipe Laying Operations** 47
  - **A3 Connection and Assembly of Joints** 47
  - **A4 Bulkheading Open Pipe Ends** 47
- **B Appurtenance Installations** 48
- **C Sewer Service Installations** 48
- **D Manhole and Catch Basin Structures** 49
- **E Sanitary Sewer Leakage Testing** 50
  - **E1 Air Test Method** 51
  - **E2 Hydrostatic Test Method** 52
  - **E3 Test Failure and Remedy** 53
- **F Deflection Test** 53
  - **F1 Test Failure and Remedy** 53
- **G Televising** 54

2621.4 METHOD OF MEASUREMENT 54
- **A Sewer Pipe** 54
- **B Manholes** 54
- **C Catch Basins** 54
- **D Outside Drop Connection** 55
- **E Service Connection** 55
- **F Service Pipe** 55
- **G Special Pipe Fittings** 55
- **H Appurtenant Items** 55

2621.5 BASIS OF PAYMENT 55

SECTION 2631 CIPPS – STANDARD SPECIFICATIONS FOR SANITARY SEWER AND STORM SEWER PIPE REHABILITATION WITH CURED IN-PLACE PIPE SYSTEMS (CIPPS) 57

2631.1 CIPPS DESCRIPTION 57
- **A General** 57
- **B Qualifications** 58
  - **B1 Manufactured Products and Installation** 58

2631.2 CIPPS MATERIALS 59
- **A General** 59
  - **A1 CIPPS Fabric Tube** 59
  - A**2 CIPPS Structural Requirements** 61
  - **A3 Material Testing Requirements** 62

2631.3 CIPPS CONSTRUCTION REQUIREMENTS 62
- **A Installation of CIPPS** 62
  - **A1 Access** 62
  - **A2 Water Usage** 62
  - **A3 Cleaning of Sewer Lines** 63
  - **A4 Bypassing Wastewater** 63
  - **A5 Inspection of Pipelines** 63
  - **A6 Line Obstructions** 63
  - **A7 Public Notification** 64
  - **A8 Liner Installation** 64
  - **A9 Resin Impregnation** 65
  - **A10 Cool Down** 65
  - **A11 Finishing Operations** 65
  - **A12 Manhole Connections** 65
  - **A13 Reconnections of Existing Services** 66
  - **A14 CIPP Short-Liner** 66
- **B TESTING AND INSPECTION** 66
  - **B1 Testing** 66
  - **B2 Inspection** 67
  - **B3 Televising** 67

2631.4 CIPPS METHOD OF MEASUREMENT 67

2631.5 CIPPS BASIS OF PAYMENT 68

SECTION 2641 – STANDARD SPECIFICATIONS FOR PIPELINE REHABILITATION BY PIPE BURSTING 69

2641.1 DESCRIPTION 69
- **A General** 69

2641.2 QUALIFICATIONS 69

2641.3 MATERIALS 69

2641.4 SUBMITTALS 70

2641.5 DELIVERY, STORAGE, AND HANDLING 70

2641.6 LICENSE AGREEMENTS 70

2641.7 CONSTRUCTION REQUIREMENTS..... 70

2641.8 TESTING AND INSPECTION..... 72

2641.9 METHOD OF MEASUREMENT 73

2641.10 BASIS OF PAYMENT 73

SECTION 2600 – STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION & BACKFILL/SURFACE RESTORATION

2600.1 DESCRIPTION

This work shall consist of excavation, trenching, backfilling, and restoration of existing surfaces for the construction of underground utilities.

The use of the term "Plans, Specifications and Special Provisions" within this specification shall be construed to mean those documents which compliment, modify, or clarify these specifications and are an enforceable component of the Contract Documents.

All references to MnDOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation “Standard Specifications for Construction”, and all supplements and amendments thereto, published prior to the date of advertisement for bids.

All reference to other Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

2600.2 MATERIALS

A Granular Materials

Granular materials furnished for foundation, bedding, encasement, backfill, or other purposes as may be specified shall consist of any natural or synthetic mineral aggregate such as sand, gravel, crushed rock, crushed stone, or slag that shall be so graded as to meet the gradation requirements specified herein for each particular use by the material manufacturer or as indicated in the Plans, Specifications, or Special Provisions.

A1 Granular Material Gradation Classifications

Granular materials furnished for use in Foundation, Bedding, Encasement, or Backfill construction shall conform to the following requirements:

Foundation materials shall have one hundred percent (100%) by weight passing the one and one-half inch (1 1/2") sieve and a maximum of ten percent (10%) by weight passing the No. 4 sieve. Not less than fifty percent (50%) of the material by weight that is retained on the No. 4 sieve shall have one (1) or more crushed faces. Hard, durable crushed carbonate quarry rock may be used for Foundation materials.

Bedding and encasement materials for flexible pipe shall meet the requirements of MnDOT Specification 3149.2B1, Granular Borrow, except that one hundred percent (100%) by weight shall pass the one inch (1") sieve.

Backfill materials shall consist of suitable existing trench materials, except as otherwise specified in the Special Provisions. Suitable material shall be defined as a mineral soil free of foreign materials (rubbish, organics, and debris), frozen clumps, oversize stone, rock, concrete or bituminous chunks, and other unsuitable materials that may damage the pipe, prevent thorough compaction, or increase the risks of settlement.

A gradation report, certified by an approved independent testing laboratory, of the proposed granular materials shall be furnished to the Engineer before any of the granular materials are delivered to the project.

A2 Granular Material Use Designations

Granular materials provided for Foundation, Bedding, Encasement, or Backfill use as required by the Plans, Specifications, and Special Provisions, either as part of the pipe item work unit or as a separate contract item, shall be classified as to use in accordance with the following:

Material Use	Designation Zone Designation
Granular Foundation	Placed below the bottom of pipe grade as replacement for unsuitable or unstable soils, to achieve improved foundation support.
Granular Bedding	Placed below the pipe midpoint, prior to pipe installation, to facilitate proper shaping and to achieve uniform pipe support. For flexible pipe installation, placed below the pipe midpoint to a point six inches (6") below the bottom of pipe or twenty five percent (25%) of the diameter below the pipe, whichever is greater.
Granular Encasement	Placed below an elevation one foot above the top of pipe, after pipe installation, for protection of the pipe and to assure proper filling of voids or thorough consolidation of backfill.
Granular Backfill	Placed below the surface base course, if any, as the second stage of backfill, to minimize trench settlement and provide support for surface improvements.

In each case above, unless otherwise indicated, the lower limits of any particular zone shall be the top surface of the next lower course as constructed. The upper limits of each zone are established to define variable needs for material gradation and compaction or void content, taking into consideration the sequence of construction and other conditions. The material use and zone designations described above shall only serve to fulfill the objectives and shall not be construed to restrict the use of any particular material in other zones where the gradation requirements are met.

B Insulation

Insulation shall be extruded rigid board material having a thermal conductivity of 0.23 BTU/hour/square foot/degree Fahrenheit/per inch thickness, maximum, at 40°F mean, a comprehensive strength of thirty five (35) psi minimum, and water absorption of one quarter percent (0.25%) by volume minimum. Unless otherwise specified in the Plans, Specifications, or Special Provisions, board dimensions shall measure eight feet (8') long, two or four feet (2' or 4') wide, and one (1), one and one half (1-1/2), two (2), or three (3) inches thick.

C Geotextile Fabric

Geotextile fabric shall meet the requirements of MnDOT Specification 3733 and be used as required by the Plans, Specifications, and Special Provisions.

2600.3 CONSTRUCTION REQUIREMENTS

A General Provisions

A1 Maintenance of Traffic

Whenever work interferes with the flow of traffic along a roadway, the Contractor shall provide traffic control signing and public safety in accordance with the provisions Minnesota Manual on of Uniform Traffic Control Devices (current edition and any amendments), MnDOT Specifications 1404 and 1710, and the Special Provisions. Neither road closures nor detours shall be permitted unless specified in the Special Provisions or authorized by the Engineer. Where road closures or detours are permitted by the Engineer, the Engineer shall determine the appropriate agencies, boards, or departments the Contractor must notify prior to taking the action and the proper advance notice to be provided to each body.

Compliance with this requirement shall not be construed to relieve the Contractor from the responsibility of notifying agencies or institutions whose services may be predicated upon a roadway being opened to traffic or whose services would be hindered if a roadway is closed to traffic. Such agencies or institutions shall include, but not be limited to, the police department, the fire department, municipal bus service, school bus service, and ambulance service, mail delivery, and waste hauler services. The Contractor shall keep the required agencies informed of changing traffic patterns and detour situations.

A2 Establishing Line and Grade

The primary line and grade will be established by the Engineer. For trench installation, line and grade stakes will be set parallel to the proposed pipeline at an appropriate offset therefrom as will best serve the Contractor's operations wherever practical. For tunnel installation, line and grade stakes will be set directly above the proposed pipeline setting.

The Contractor shall arrange operations to avoid unnecessary interference with the establishment of the primary line and grade stakes and shall render whatever assistance may be required by the Engineer in accomplishing the staking. The Contractor shall be responsible for preservation of the primary stakes and, if negligent in providing necessary protection, shall bear the full cost of any re-staking.

The Contractor shall be solely responsible for the correct transfer of the primary line and grade to all working points and for construction of the work to the prescribed lines and grades as established by the Engineer.

Unless otherwise specified in the Plans, Specifications, and Special Provisions the watermain shall generally be placed with the minimum specified cover. However, a greater depth may be required to avoid conflicts with other utilities and obstructions. Installation of watermain and services to a depth deeper than specified shall be considered incidental with no additional compensation allowed therefore.

The existing grade shown on the plans is approximate. Modification of the pipe location or differences in existing elevation shall not be cause for additional compensation.

In areas where direct conflicts arise between watermain and water services, with storm sewer, sanitary sewer, sanitary sewer services, sewer forcemains, septic tanks, or subsoil treatment systems, the following shall apply:

Watermain and services located near sewer forcemains:

A minimum of ten feet (10') of separation, measured horizontally between the outer surfaces of the pipes is required.

If ten feet (10') of separation cannot be provided, an approved additional measure of containment must be provided for either the watermain or the sewer forcemain.

Watermain and services located near septic tanks, or subsoil treatment systems:

A minimum of ten feet (10') measured horizontally between the outer surfaces of the watermain, tank and subsoil treatment system is required.

Watermain and services located near gravity sanitary and storm sewers:

A minimum of ten feet (10') measured horizontally between the outer surfaces of the pipes is required.

In locations where local conditions prevent the required separation indicated above (due to the presence of rock, buildings, other significant obstructions), the watermain may be laid closer to gravity sewer if **one** (1) of the following conditions is met:

The bottom of the watermain is laid at least eighteen inches (18") above the top of the sewer on a separate shelf; or

The sewer is constructed of materials and with joints that are equivalent to watermain standards of construction and is pressure tested to assure water tightness prior to backfilling.

Watermain and services crossing gravity sanitary and storm sewers:

A minimum vertical separation of eighteen inches (18") must be provided between the outer surfaces of the pipes, with preference that the watermain cross above the sewer, wherever possible.

One full length of water pipe shall be located so both joints will be as far from the sewer as possible.

Watermain above-water crossings:

The pipe shall be adequately supported and anchored, protected from vandalism, damage and freezing, and accessible for repair or replacement.

Watermain underwater crossings:

A minimum cover of five feet (5') shall be provided over the pipe unless otherwise approved by the Department of Health. When crossing water courses which are greater than fifteen feet (15') in width, the following shall be provided:

1. The pipe shall be of special construction, having flexible, restrained or welded watertight joints
2. Valves shall be provided at both ends of water crossings so that the section can be isolated for testing or repair; the valves shall be easily accessible, and not subject to flooding
3. Permanent taps or other provisions to allow insertion of a small meter to determine leakage and obtain water samples on each side of the valve closest to the supply source.

A3 Protection of Surface Structures

All surface structures and features located outside the permissible excavation limits for underground installations, together with those within the construction areas which are indicated in the Plans as being saved, shall be properly protected against damage and shall not be disturbed or removed without approval of the Engineer. Within the construction limits, as indicated on the plans or as directed by the Engineer, the removal of improvements such as pavement, curb, curb & gutter, walks, turf, etc., shall be subject to equivalent acceptable replacement after completion of underground work, with all expense of removal and replacement being borne by the Contractor to the extent that separate compensation is not specifically provided for in the Contract.

Obstructions such as street signs, guard posts, small culverts, mailboxes, and other items of prefabricated construction may be temporarily removed during construction provided that essential service is maintained in a relocated setting as approved by the Engineer and that nonessential items are properly stored for the duration of construction. Upon completion of the underground work, all such items shall be replaced in their proper setting at the sole expense of the Contractor to the extent that separate compensation is not specifically provided for in the Contract.

The Contractor shall be responsible for protection of existing overhead utilities and poles. This shall include arranging with the utility owner and arrange paying the utility for holding poles that will be close to the edge of any trench. Holding of poles and repair of any damage to these facilities shall be considered incidental to the project with no additional compensation allowed. If relocation or removal of these facilities is required, the Owner will contact the concerned utility owner and arrange and pay for the relocation or removal at no additional expense to the Contractor.

In the event of damage to any surface improvements, either privately or publicly owned, in the absence of construction necessity, the Contractor will be required to replace or repair the damaged property to the satisfaction of the Engineer and without cost to the Owner.

A4 Interference of Underground Structures

When any underground structure interferes with the planned placement of the pipeline or appurtenances to such an extent that alterations in the work are necessary to eliminate the conflict or avoid endangering effects on either the existing or proposed facilities, the Contractor

shall immediately notify the Engineer and the Owner of the affected structure. When any existing facilities are endangered by the Contractor's operations, the Contractor shall cease work at the site and take such precautions as may be necessary to protect the in-place structures until a decision is made as to how the conflict will be resolved.

Without specific authorization from the Engineer, no utility service shall be disrupted, nor shall any change be made in either the existing structures or the planned installations to overcome the interference. Alterations in existing facilities will be allowed only to the extent that service will not be curtailed and then only when the encroachment or relocation will satisfy all applicable regulations and conditions.

Wherever alterations are required as a result of unforeseen underground interferences not due to any fault or negligence of the Contractor, the Engineer will issue a written order covering any additional or extra work involved and specifying the revised basis of payment, if any. Any alterations made strictly for the convenience of the Contractor, shall be subject to prior approval and shall be at the Contractor's expense. No extra compensation will be allowed for delays caused by the interference of underground structures.

A5 Removal of Surface Improvements

Removal of surface improvements in connection with trench excavation shall be limited to actual needs for installation of the pipeline and appurtenances, based on the allowable trench widths and any other controls imposed in connection with the work. Removal operations shall be coordinated effectively with the excavation and installation operations as will cause the least practical disruption of traffic or inconvenience to the public. The debris resulting from removals shall become the property of the Contractor and shall be disposed of by the Contractor in accordance with MnDOT Specification 2104 and the Special Provisions. Removal debris shall not be deposited at locations that will block access to fire hydrants, private driveways, or other essential service areas, nor obstruct surface drainage. Removal and final disposal of debris shall be accomplished as a single operation wherever possible and, in any event, the debris shall be removed from the site before starting the excavating operations.

Removal of concrete or bituminous structures shall be by methods producing clean-cut breakage to pre-scored lines as will preserve the remaining structure without damage. Removal equipment shall not be operated in a manner that will cause damage to the remaining structure or adjoining property. Where not removed to an existing joint, concrete structures shall be sawed along the break lines to a minimum depth of one-third (1/3) of the structure depth.

Any reusable materials generated during the work, such as aggregate, sod, topsoil, shall be segregated from other waste materials and be stockpiled so as to maintain suitability and permit proper reuse.

The use of drop weight equipment for breaking pavement will be allowed to the extent that the Contractor shall assume full responsibility for any damages caused thereby. The pavement breaking operation shall not be allowed to become a nuisance to the public or a source of damage to underground or adjacent structures. The Engineer reserves the right to order discontinuance of drop weight breaking operations at any time.

A6 Temporary Service Measures

While any open excavations are maintained, the Contractor shall have available a supply of steel plates suitable for temporary bridging of open trench sections where either vehicular or pedestrian traffic must be maintained. Use of the plates shall be as directed or approved by the Engineer and where installed they shall be secured against possible displacement and be replaced with the permanent structure as soon as possible.

B Excavation and Preparation of Trench

B1 Operational Limitations and Requirements

Trench excavation must conform to all local, state and federal requirements. All work must be confined to the limits of the construction and to easements and right of way as indicated on the plans. The Contractor shall install at his expense the necessary trench support to meet the varying soil conditions and to protect existing structures and property. The trench shall be drained to provide stable excavation and permit the pipe to be laid in a dry trench.

Excavating operations shall proceed only so far in advance of pipe laying as will satisfy the needs for coordination of work and permit advance verification of unobstructed line and grade as planned, consistent with the Contractors methods and scheduling. Where interference with existing structures is possible or in any way indicated, and where necessary to establish elevation or direction for connections to in-place structures, the excavating shall be done at those locations in advance of the main operation so actual conditions will be exposed in sufficient time to make adjustments without resorting to extra work or unnecessary delay.

Wherever possible, excavated materials shall be placed in areas that will not block existing vehicle and pedestrian traffic and drainage ways. The Contractor shall review proposed methods of operation with the Engineer prior to beginning the work.

The Contractor shall backfill all trenches at the end of each work day, or upon written authorization of the Engineer, shall provide another approved method of protecting the trench area while work is not being performed.

All installations shall be accomplished by open trench with the exception that boring, jacking and tunnel construction methods shall be employed where specifically required by the Plans, Specifications, or Special Provisions.

The excavating operations shall be conducted so as to carefully expose all existing underground structures without damage. Wherever the excavation extends under or approaches so close to an existing structure as to endanger it in any way, precautions and protective measures shall be taken as necessary to preserve the structure and provide temporary support. Hand methods of excavating shall be utilized to probe for and expose such critical or hazardous installations as gas pipe, power and communication cables, watermain, gravity and pressure sewers, and respective service pipes.

The Engineer shall be notified of any need for blasting to remove materials which cannot be broken up mechanically, and there shall be no blasting operations conducted until the Engineer's approval has been secured. Blasting will be allowed only when proper precautions are taken to protect life and property, and then shall be restricted as the Engineer directs. The hours of blasting operations shall be set by the Owner. The Contractor shall assume full

responsibility for any damages caused by blasting, regardless of the requirements for notification and approval. The Contractor shall secure any required permits for blasting and shall conduct blasting operations in conformance with all applicable local, state and federal laws, regulations, and ordinances.

B2 Classification and Disposition of Materials

Excavated materials will be classified for payment only when specifically provided in the Special Provisions, or the Proposal. All other materials encountered in the excavations will be considered incidental to utility construction, with no additional compensation provided thereto.

Miscellaneous excavated materials that are not specifically identified for payment in the Special Provisions or Proposal, exceed one (1) cubic yard in volume, cannot be re-used within the project limits, and in the opinion of the Engineer requires special means for handling and disposal, may be considered for payment through supplemental agreement as extra work. Miscellaneous excavated materials include but are not limited to organic soils, rubble, wood debris, boulder stone, masonry, concrete fragments, and metals.

Rock excavation shall be defined to include all hard, solid rock in ledge formation, bedded deposits and unstratified masses; all natural conglomerate deposits so firmly cemented as to present all the characteristics of solid rock; and any boulder stone, masonry or concrete fragments exceeding one (1) cubic yard in volume. Materials such as shale, hard pan, soft or disintegrated rock which can be dislodged with a hand pick or removed with a power operated excavator will not be classified as Rock Excavation.

Excavated materials will be classified for reuse as being either Suitable or Unsuitable for backfill or other specified use, subject to selective controls. All suitable materials shall be reserved for backfill to the extent needed, and any surplus remaining shall be utilized for other construction on the project as may be specified or ordered by the Engineer. To the extent practicable, granular materials and topsoil shall be segregated from other materials during the excavating and stockpiling operations so as to permit best use of the available materials at the time of backfilling. Unless otherwise specified in the Plans, Specifications, and Special Provisions, material handling as described above shall be considered incidental with no additional compensation provided.

All excavated materials reserved for backfill or other use on the project shall be stored at locations approved by the Engineer that will cause a minimum of inconvenience to public travel, adjacent properties, and other special interests. The material shall not be deposited so close to the edges of the excavations in a manner that could create hazardous conditions, nor shall any material be placed so as to block the access to emergency services. All materials considered unsuitable by the Engineer, for any use on the project, shall be immediately removed from the project and be disposed of as arranged for by the Contractor with no additional compensation.

B3 Excavation Limitations and Requirements

Trench excavating shall be to a depth that will permit preparation of the foundation as specified and installation of the pipeline and appurtenances at the prescribed line and grade, except where alterations are specifically authorized. Trench widths shall be sufficient to permit the pipe to be laid and joined properly and the backfill to be placed and compacted as specified. Extra width shall be provided as necessary to permit convenient placement of sheeting and shoring and to accommodate placement of appurtenances.

Excavations shall be extended below the bottom of structures as necessary to accommodate any required Granular Foundation material. When rock or unstable foundation materials are encountered at the established grade, additional materials shall be removed as specified or directed by the Engineer to produce an acceptable foundation. Unless otherwise indicated or directed, rock shall be removed to an elevation at least six inches (6") below the bottom surface of the pipe barrel and below the lowest projection of flange and bell/spigot joint. All excavations below grade shall be to a minimum width equal to the outside pipe diameter plus two feet (2'). Rock shall be removed to such additional horizontal dimensions as will provide a minimum clearance of six inches (6") on all sides of appurtenant structures such as valves, housings, access structures, etc.

Where no other grade controls are indicated or established for the pipeline, the excavating and foundation preparations shall be such as to provide a minimum cover over the top of the pipe as specified. Trench widths shall allow for at least six inches (6") of clearance on each side of the flange and bell/spigot joint. The maximum allowable width of the trench at the top of pipe level shall be the outside diameter of the pipe plus two feet (2'), subject to the considerations for alternate pipe loading set forth below. The width of the trench at the ground surface shall be held to a minimum to prevent unnecessary destruction of the surface structures.

The maximum allowable trench width at the top of pipe level may be exceeded only by approval of the Engineer, after consideration of pipe strength and loading relationships. Any alternate proposals made by the Contractor shall be in writing, giving the pertinent soil weight data and proposed pipe strength alternate, at least seven (7) days prior to the desired date of decision. Approval of alternate pipe designs shall be with the understanding that there will be no extra compensation allowed for any increase in material or construction costs.

If the trench is excavated to a greater width than that authorized, the Engineer may direct the Contractor to provide a higher class of bedding and/or a higher strength pipe than that required by the Plans, Specifications, and Special Provisions in order to satisfy design requirements, without additional compensation.

The use of granular foundation materials shall not be used as an aid to facilitate installation of pipe in wet soil conditions. Use of these materials in this manner in lieu of providing adequate dewatering measures shall be considered incidental to the construction with no additional compensation allowed therefore.

B4 Sheeting and Bracing Excavations

All trench excavations that require slope support shall be sheeted, shored, and braced in a manner that will meet all requirements of the applicable safety codes and regulations; comply with any specific requirements of the Contract; and prevent disturbance or settlement of adjacent surfaces, foundations, structures, utilities, and other properties. Any damage to the work under contract, to adjacent structures, or other property, caused by settlement, water or earth pressures, slides, cave-ins, or other causes due to the failure or lack of sheeting, shoring, or bracing, through negligence or fault of the Contractor in any manner shall be repaired at the Contractor's expense and without delay.

The Plans, Specifications, and Special Provisions may require special precautions to protect life and property. The Engineer may order other precautions when excavation conditions appear to warrant additional measures. Failure of the Engineer to order correction of improper or

inadequate sheeting, shoring, or bracing shall not relieve the Contractor's responsibilities for protection of life, property, and the work.

The Contractor shall assume full responsibility for proper and adequate placement of sheeting, shoring, and bracing, to prevent displacement. Bracing shall be so arranged as to provide ample working space and without increase of stress or strain on the in-place structures to any extent that may cause damage.

Sheeting, shoring and bracing materials shall be removed only when and in such manner as will assure adequate protection of the in-place structures and prevent displacement of supported grounds. Sheeting and bracing shall be left in place only as required by the Plans, Specifications, and Special Provisions or ordered by the Engineer. Otherwise, sheeting and bracing may be removed as the backfilling reaches the level of respective support. Wherever sheeting and bracing is left in place, the upper portions shall be cut and removed to an elevation of three feet (3') or more below the established surface grade or as the Engineer may direct.

All costs of furnishing, placing and removing sheeting, shoring, and bracing materials, including the value of materials left in place as required by the Contract, shall be included in the prices bid for pipe installation and will not be compensated for separately. When sheeting, shoring, or bracing materials are left in place by written order of the Engineer, in the absence of specific requirements of the Contract, payment will be made for those materials by supplemental agreement.

B5 Preparation and Maintenance of Foundations

Foundation preparations shall be conducted as necessary to produce a stable foundation and provide continuous and uniform pipe bearing between bell holes. The initial excavating or backfilling operations shall produce a subgrade level slightly above finished grade as will permit hand shaping to finished grade by trimming of high spots and without the need for filling of low spots to grade. Final subgrade preparations shall be such as to produce a finished grade at the centerline of the pipe that is within three tenths of a foot (0.03') of a straight line between pipe joints and to provide bell excavation at each joint as will permit proper joining of pipe and fittings.

In excavations made below grade to remove rock or unstable materials, the backfilling to grade shall be made with available suitable materials unless placement of Granular Foundation or Bedding material is specified or is ordered by the Engineer. Placement of the backfill shall be in relatively uniform layers not exceeding eight inches (8") in loose thickness. Each layer of backfill shall be compacted thoroughly, by means of approved mechanical compaction equipment, as will produce uniform pipe support throughout the full pipe length and facilitate proper shaping of the pipe bed.

It shall be the Contractor's responsibility to notify the Engineer of changing soil conditions which may be of poor bearing capacity and when organic soils are encountered. Where utilities are placed on unstable soils without notification of the Engineer, the Contractor shall be responsible for all repairs and correction of the installation without further compensation.

Care shall be taken during final subgrade shaping to prevent any over-excavation. Should any low spots develop, they shall only be filled with approved material, which shall have optimum moisture content and be compacted thoroughly without additional compensation to the Contractor. The finished subgrade shall be maintained free of water and shall not be disturbed

during pipe lowering operations except as necessary to remove pipe slings. The discharge of trench dewatering pumps shall be directed to natural drainage channels or storm water drains. Draining trench water into sanitary sewers or combined sewers will not be permitted.

The Contractor shall install and operate a dewatering system of wells or points to maintain pipe trenches free of water whenever necessary or as directed by the Engineer. Unless otherwise specified in the Plans, Specifications, and Special Provisions such work shall be considered incidental.

All costs of excavating below grade and placing foundation or bedding aggregates as required shall be included in the bid prices for pipe items to the extent that the need for such work is indicated in the Contract provisions and the Proposal does not provide for payment under separate Contract Items. Any excavation below grade and any foundation or bedding aggregates required by order of the Engineer in the absence of Contract requirements will be compensated for separately.

If examination by the Engineer reveals that the need for placement of foundation aggregate was caused by the Contractor's manipulation of the soils in the presence of excessive moisture or lack of proper dewatering, the cost of the corrective measures shall be borne by the Contractor.

B6 Contaminated Materials and Regulated Wastes

If during the course of the Project, the Contractor unexpectedly encounters any of the following conditions indicating the possible presence of contaminated soil, contaminated water, or regulated waste, the Contractor shall immediately stop work in the vicinity, and notify the Engineer.

At the direction of the Engineer, a documented inspection and evaluation will be conducted prior to the resumption of work. The Contractor shall not resume work in the suspected area without authorization by the Engineer.

Indicators of contaminated soil, groundwater or surface water include, but are not limited to the following:

(1) Odor including gasoline, diesel, creosote (odor of railroad ties), mothballs, or other chemical odor.
(2) Soil stained green or black (but not because of organic content), or with a dark, oily appearance, or any unusual soil color or texture.
(3) A rainbow color (sheen) on surface water or soil.

Indicators of regulated wastes include, but are not limited to the following:

(1) Cans, bottles, glass, scrap metal, wood (indicators of solid waste and a potential dump site).
(2) Concrete and asphalt rubble (indicators of demolition waste).
(3) Roofing materials, shingles, siding, vermiculite, floor tiles, transite or any fibrous material (indicators of demolition waste that could contain asbestos, lead or other chemicals).
(4) Culverts or other pipes with tar-like coating, insulation or transite (indicators of asbestos).

(5) Ash (ash from burning of regulated materials may contain lead, asbestos or other chemicals).
(6) Sandblast residue (could contain lead).
(7) Treated wood including, but not limited to products referred to as green treat, brown treat and creosote (treated wood disposal is regulated).
(8) Chemical containers such as storage tanks, drums, filters and other containers (possible sources of chemical contaminants).
(9) Old basements with intact floor tiles or insulation (could contain asbestos), sumps (could contain chemical waste), waste traps (could contain oily wastes) and cesspools (could contain chemical or oily wastes).

Discovery of contaminated soil, contaminated water, or regulated waste on State right of way, State property, and State funded projects shall be handled in accordance with guidance procedures of the MNDOT Office of Environmental Services (OES) and the MPCA requirements for materials handling, disposal, re-use and remediation.

Discovery of contaminated soil, contaminated water, or regulated waste on projects or properties that are not under the ownership or financed by the State shall be handled in accordance with guidance procedures of the MPCA requirements for materials handling, disposal, re-use and remediation.

C Trenchless Pipe Installation

The Contractor shall inspect and verify soil conditions as necessary in order to determine the type of construction to employ. Natural and/or manmade obstructions may be encountered in the soil. These contract documents do not warrant the nature or condition of the soils, and do not warrant that natural or manmade obstructions will not be encountered, nor guarantee the extent to which rocks, boulders, or other obstructions, regardless of size, may be encountered during boring operations. The Contractor shall not be entitled to additional compensation for any natural or manmade obstructions encountered during trenchless construction.

The Contractor shall be responsible for protecting all existing utilities within the construction limits.

C1 Jacking/Boring

The terms "auger", "boring", "jack", "jacking", and "tunneling" in the proposal, specifications, and plans refers only to trenchless construction.

The minimum diameter of the casing pipe shall be four inches (4") greater than the outside diameter of the bell of the carrier pipe.

The Contractor shall prevent excavated materials from flowing back into the excavation during the trenchless construction. This shall include the use of a shield conforming to the size and shape of the casing that will prevent materials from flowing into the leading edge of the casing. The machine used shall be capable of controlling line and grade and shall conform to the size and shape of the casing pipe.

No jacking/augering of pipe will be allowed below the water table unless the water table has been lowered sufficiently to keep the water below the pipe being installed. The use of water

under pressure (jetting) or puddling will not be permitted to facilitate jacking/augering operations.

If any installation is augered, the head shall be approved by the Engineer and the auger shall be located six inches (6") behind the lead edge of the casing or carrier pipe.

The jacking system shall be provided with an integral grout pipe and casing pipe. A one inch (1") grout pipe shall be tack welded to the front edge of the first length of casing pipe. The grout pipe shall be extended with the casing pipe, but not fastened to the casing pipe during the remaining jacking operations. After the pipes are through to the receiving pit, the grout pipe shall be cut free from the casing pipe. The grout pipe shall be pulled back through the embankment applying positive piston pressure on the grout along the outside of the casing pipe throughout the pulling operation. A cement slurry grout mix with as little water as possible shall be used. Bentonite shall not be used to fill voids. The Engineer shall approve grout and backfill material prior to placement of any material.

Deviation from the pipe grade, as provided by the Engineer, in excess of five tenths of a percent (0.05%) may be cause for removal and relaying of the pipe by the Contractor with no additional compensation allowed therefore.

If a void develops, the jacking or boring operation shall be stopped immediately and the void shall be filled by an approved method.

The Contractor shall take the following precautions when boring:

Extend casing through entire distance bored.

Check grade and alignment after each casing section is installed.

Coordinate operations to provide continuous support to surrounding earth materials.

Excavation shall be carried on in such a manner as to provide adequate support to surface structures and roads above and adjacent to the boring and not create any hazards to overhead traffic and other activities.

These contract documents do not guarantee the extent to which rocks, boulders, or other obstructions, regardless of size, may be encountered during boring operations. No extra compensation will be made for removal of rocks, boulders or other natural or manmade obstructions encountered during trenchless construction or excavation.

All voids caused by boring shall be filled by pressure grouting. The grout material shall consist of sand cement slurry of at least two (2) sacks of cement per cubic yard and a minimum of water to assure satisfactory placement. All slurry shall be pre-approved by the Engineer prior to use by the Contractor.

The Contractor shall take the following precautions when jacking:

The jacking machine shall be capable of controlling line and grade.

Progressively push carrier pipe through completed casing.

Strap two (2) wooden saddle blocks to each pipe length to provide support at regular intervals.

Center carrier pipe in casing at all times.

Partially fill annular space between casing and carrier pipe with dry blown sand. Space shall be considered filled when dry sand blows out of opposite end of casing pipe.

Seal each end of the casing with a concrete bulkhead after the sand has been deposited.

The location, size, and configuration of all jacking pits shall be subject to approval of the Engineer.

C2 Directional Boring

Direction boring/drilling installation shall be accomplished where required on the Plans or in the Special Provisions to minimize disturbance of existing surface improvements. The installer shall have a minimum of five (5) years of experience in this method of construction and have successfully installed at least ten thousand feet (10,000') of eight inch (8") or larger diameter pipe to specified grades. The field supervisor employed by the Contractor shall have at least five (5) years of experience and shall be at the site at all times during the boring/drilling installation.

The Contractor shall submit boring/drilling pit locations to the Engineer before beginning construction. Boring pits may be located within roadway right-of-way and easements. Any other boring pit locations that may be desired by the Contractor for boring or other uses shall be the responsibility of the Contractor to attain authorization, including use of private property.

Unless otherwise provided in the Special Provisions, the Contractor shall be compensated for the restoration work only within the areas at the connection points, or other locations as may be approved by the Engineer. The Contractor shall be responsible for repairs, without compensation, for any other repair areas, including pit/boring points and areas above the drilled pipe where drilling fluid pressure may have caused heaving or damage to pavement and other surfaces.

The drilling equipment shall be capable of placing the pipe as shown on the plans. The installation shall be by a steerable drilling tool capable of installing continuous runs of pipe between appurtenances such as valves, manholes, etc., without intermediate pits. The guidance system shall be capable of installing pipe within one and one half inch (1 ½") of the plan vertical dimensions and two inches (2") of the plan horizontal dimensions. The Contractor shall remove and reinstall pipes which vary in depth and alignment from these tolerances.

Pull back forces shall not exceed the allowable pulling forces for the pipe being installed. Drilling fluid shall be a mixture of water and bentonite clay, and shall be suitable for existing soil conditions. Disposal of excess fluid and spoils shall be the responsibility of the Contractor.

D Placement of Insulation

Rigid insulation board shall be placed within the pipe encasement zone, six inches (6") above the pipe.

Insulation boards shall be placed with the long dimension parallel to the centerline of the pipe. Boards shall be placed in a single layer with tight joints. No continuous joints or seams shall be placed directly over the pipe. If two (2) or more layers of insulation boards are used, each layer shall be placed to cover the joints of the layer immediately below.

The Contractor shall exercise caution to ensure that all joints between boards are tight during placement and backfilling with only extruded ends placed end to end or edge to edge.

Backfill material shall be placed in such a manner that construction equipment does not operate directly on the insulation, and compacted with equipment which exerts a contact pressure of less than eighty (80) psi.

E Pipeline Backfilling Operations

All pipeline excavations shall be backfilled to restore preexisting conditions as the minimum requirement, and fulfill all supplementary requirements indicated in the Plans, Specifications, and Special Provisions. The backfilling operations shall be started as soon as conditions will permit on each section of pipeline, so as to provide continuity in subsequent operations and restore normal public service as soon as practicable. All operations shall be pursued diligently, with proper and adequate equipment, to assure acceptable results.

The backfilling shall be accomplished with the use of Suitable Materials selected from the excavated materials to the extent available and practical. Should the materials available within the trench section be unsuitable or insufficient, the required additional materials shall be furnished from outside sources as provided in the Special Provisions, or as arranged otherwise through supplemental agreement.

Backfill material selection shall be such as to make the best and fullest utilization of what is available, taking into consideration particular needs of different backfill zones. Material containing stone, rock, or chunks of any sort shall only be utilized where and to the extent there will be no detrimental effects. Placement of backfill material containing stones, boulders, chunks, greater than eight inches (8") in any dimension shall not be allowed.

All flexible pipe shall be bedded in accordance with ASTM Specification D2321, "Recommended Practice for Underground Installation of Flexible Thermoplastic Sewer Pipe". Where existing soils do not meet the requirements of bedding and encasement materials, the Contractor shall furnish the required granular materials. Placement and compaction of bedding and encasement materials around the pipe shall be considered incidental to the installation of the pipe.

Compaction of materials placed within the pipe bedding and encasement zones shall be accomplished with portable or hand equipment methods, so as to achieve thorough consolidation under and around the pipe and avoid damage to the pipe. Above the cover zone material, the use of heavy roller type compaction equipment shall be limited to safe pipe loading.

Backfill materials shall be carefully placed in uniform loose thickness layers up to twelve inches (12") thick spread over the full width and length of the trench section to provide simultaneous support on both sides of the pipeline. Granular backfill may be placed in layers up to twelve inches (12") above an elevation one foot (1') above the top of the pipe.

Each layer of backfill material shall be compacted effectively, by approved mechanical or hand methods, until there is no further visual evidence of increased consolidation or the density of the compacted layer conforms to the density requirements specified in the Special Provisions. Compaction of each layer shall be completed acceptably before placing material for a succeeding layer thereon. The manner of placement, compaction equipment, or procedure effectiveness shall be subject to approval of the Engineer.

All surplus or waste materials remaining after completion of the backfilling operations shall be disposed of in an acceptable manner within twenty four (24) hours after completing the backfill work on each particular pipeline section. Disposal at locations within the project limits shall be as specified, or as approved by the Engineer; otherwise, disposal shall be accomplished outside the project limits at the Contractor's discretion. The backfilling and surplus or waste disposal operations shall be a part of the work required under the pipeline installation items, without until final cleanup.

Compaction of backfill within Roadbed areas shall meet the density requirements of MnDOT Specification 2105.3 F1. Compaction of backfill in all other areas shall be as required in the Special Provisions.

Until expiration of the guarantee period, the Contractor shall assume full responsibility and expense for all backfill settlement and shall refill and restore the work as directed to maintain an acceptable surface condition, regardless of location. All additional materials required shall be furnished without cost to the Owner.

Any settlement of road surfaces placed under this Contract and that are within the guarantee period that are in excess of one inch (1"), as measured by a ten foot (10') straight edge-shall be considered failure of the mechanical compaction. The Contractor shall be required to repair such settlement without cost to the Owner.

F Restoration of Surface Improvements

Wherever any surface improvements such as pavement, curbing, pedestrian walks, fencing, or turf have been removed, damaged or otherwise disturbed by the Contractor's operations, they shall be repaired or replaced to the Engineer's satisfaction, as will restore the improvement in kind and structure to the preexisting condition. Each item of restoration work shall be done as soon as practicable after completion of installation and backfilling operations on each section of pipeline.

In the absence of specific payment provisions, as separate Contract Items, the restoration work shall be compensated for as part of the work required under those Contract Items which necessitated the destruction and replacement or repair, and there will be no separate payment. If separate pay items are provided for restoration work, only that portion of the repair or reconstruction which was necessitated by the Contract work will be measured for payment. Any improvements removed or damaged unnecessarily or undermined shall be replaced or repaired at the Contractor's expense.

G Maintenance and Final Cleanup

All subgrade surfaces shall be maintained acceptably until the start of surfacing construction or restoration work, and until the work has been finally accepted. Additional materials shall be

provided and placed as needed to compensate for trench settlement and to serve as temporary construction pending completion of the final surface improvements.

Final disposal of debris, waste materials, and other remains or consequences of construction, shall be accomplished intermittently as new construction items are completed and shall not be left to await final completion of all work. Cleanup operations shall be considered an incidental part of the work covered under the Contract Items.

If disposal operations and other cleanup work are not conducted properly as the construction progresses, the Engineer may withhold partial payments until such work is satisfactorily performed or the Engineer may deduct the estimated cost of its performance from the partial estimate value.

2600.4 METHOD OF MEASUREMENT

All items will be measured separately according to design designation as indicated in the Pay Item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions. Complete-in-Place items shall include all component parts thereof as described or required to complete the unit, but excluding any excesses covered by separate Pay Items.

A Rock Excavation

Rock Excavation shall be measured by volume in cubic yards. Depth shall be measured from the top of the rock to a point six inches below the outside barrel of the pipe and width shall be the inside diameter of the pipe plus twenty four inches (24") (12" from each side). The minimum width of measurement shall be four feet (4').

B Granular Materials

Granular materials furnished and placed as special foundation, bedding, encasement, or backfill construction will be measured by weight or volume of material furnished by the Contractor from outside sources and placed within the limits defined. Unless otherwise specified, volume will be determined by vehicular measure (loose volume) at the point of delivery. Measurements will not include any materials required to be placed as a component part of other Contract Items as may be specified.

C Geotextile Fabric

Where geotextile fabric is used for improving pipe foundation, it shall be measured by the square yard of material installed.

D Insulation

Rigid board insulation shall be measured on a square yard basis installed to the specified thickness noted on the Plans, Specifications, and Special Provisions and shall include all materials, equipment, and labor required for placement.

2600.5 BASIS OF PAYMENT

All costs of excavating to foundation grade, preparing the foundation, placing and compacting backfill materials, restoring surface improvements, and other work necessary for prosecution

and completion of the work as specified, shall be included for payment as part of the pipe and pipe appurtenance items without any direct compensation being made.

In the absence of special payment provisions, all costs of restoring surface improvements as required, disposal of surplus or waste materials, maintenance and repair of completed work, and final cleanup operations shall be incidental to the Contract Items under which the costs are incurred.

Granular materials furnished for foundation, bedding, cover, or backfill placement as specified in connection with pipe or structure items will only be paid for as separate Contract Items to the extent that the Proposal contains specific Pay Items. Otherwise the furnishing and placing of granular materials as specified shall be incidental to the pipe or structure item without any direct compensation being made.

Materials utilized for filling annular spaces due to jacking/boring and drilling fluids for directional boring shall be incidental to the installation of the casing and pipe installed.

Contaminated Materials and Regulated Wastes not anticipated in the plans, specifications and special provisions and unexpectedly discovered during construction shall be compensated for as negotiated by supplemental agreement.

Contaminated Materials and Regulated Wastes specifically identified for payment in the plans, specifications, and special provisions, will be paid for under separate Contract Items provided in the Proposal.

SECTION 2611 – STANDARD SPECIFICATIONS FOR WATERMAIN AND SERVICE LINE INSTALLATION

2611.1 DESCRIPTION

This work shall consist of the construction of watermain and building service pipelines utilizing plant fabricated pipe and other appurtenant materials, installed for conveyance of potable water. The work includes the relocation or adjustment of existing facilities as may be specified in the Plans, Specifications and Special Provisions.

The use of the term "Plans, Specifications, and Special Provisions" within this specification shall be construed to mean those documents which compliment, modify, or clarify these specifications and are an enforceable component of the Contract Documents.

All references to MnDOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation “Standard Specifications for Construction”, and all supplements and amendments thereto, published prior to the date of advertisement for bids.

All reference to other Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

The following American Water Works Association (AWWA) Specifications have been referenced in this Specification:

C104 American National Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water
C105 American National Standard for Polyethylene Encasement for Ductile-Iron Pipe Systems
C110 American National Standard for Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In. (75 mm Through 1200 mm), for Water and Other Liquids
C111 American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
C115 American National Standard for Flanged Ductile-Iron Pipe With Ductile-Iron or Gray-Iron Threaded Flanges
C116 AWWA Standard for Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings
C150 American National Standard for Thickness Design of Ductile-Iron Pipe
C151 American National Standard for Ductile-Iron Pipe, Centrifugally Case, for Water or Other Liquids
C153 American National Standard for Ductile-Iron Compact Fittings, 3 In. Through 24 In. (76 mm Through 610 mm) and 54 In. Through 64 In. (1,400 mm Through 1,600 mm), for Water Service
C301 AWWA Standard for Prestressed Concrete Pressure Pipe, Steel-Cylinder Type, for Water and Other Liquids
C304 AWWA Standard for Design of Prestressed Concrete Cylinder Pipe 26
C500 AWWA Standard for Metal-Seated Gate Valves for Water Supply Service (Includes addendum C500a-95.)
C502 AWWA Standard for Dry-Barrel Fire Hydrants (Includes addendum C502a-95.)
C504 AWWA Standard for Rubber-Seated Butterfly Valves
C509 AWWA Standard for Resilient-Seated Gate Valves for Water Supply Service (Includes addendum C509a-95.)

C515 AWWA Standard for Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service
C550 AWWA Standard for Protective Interior Coatings for Valves and Hydrants
C600 AWWA Standard for Installation of Ductile-Iron Water Mains and Their Appurtenances
C605 AWWA Standard for Underground Installation of Polyvinyl Chloride (PVC and PVCO) Pressure Pipe and Fittings for Water
C651 AWWA Standard for Disinfecting Water Mains
C800 AWWA Standard for Underground Service Line Valves and Fittings
C900 AWWA Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 In. Through 12 In., for Water Transmission and Distribution (Includes addendum C900a-92.)
C901 AWWA Standard for Polyethylene (PE) Pressure Pipe and Tubing, 1/2 In. Through 3 In., for Water Service
C904 AWWA Standard for Cross-Linked Polyethylene (PEX) Pressure Pipes, ½ In. (12 mm) Through 3 In. (76 mm) for Water Service
C905 AWWA Standard for Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 14 In. Through 48 In., (350mm Through 1,200mm), for Water Transmission and Distribution
C906 AWWA Standard for Polyethylene (PE) Pressure Pipe and Fittings, 4 In. Through 63 In., for Water Distribution and Transmission
C907 AWWA Standard for Injection-Molded Polyvinyl Chloride (PVC) Pressure Fittings for Water - 4 In. Through 8 In. (100mm Through 200mm) for Water, Wastewater, and Reclaim Water Service
AWWA C908 Standard for PVC Self-Tapping Saddle Tees for Use on PVC Pipe
ASTM A48 Standard Specification for Gray Iron Castings
ASTM A536 Standard Specification for Ductile Iron Castings
ASTM B88 Standard Specification for Seamless Copper Water Tube
ASTM C270 Standard Specification for Mortar for Unit Masonry
ASTM C478 Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM D543 Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents
ASTM D1248 Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable
ASTM D1784 Standard Specification for Rigid Poly(Vinyl Chloride) (PVC) Compounds and Chlorinated Poly(Vinyl Chloride) (CPVC) Compounds
ASTM D1785 Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120
ASTM D2241 Standard Specification for Poly(Vinyl Chloride) (PVC) Pressure Rated Pipe (SDR Series)
ASTM D2446 Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40
ASTM D2467 Standard Specification for Poly(Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80
ASTM D3035 Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Controlled Outside Diameter
ASTM D3261 Standard Specification for Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
ASTM D3350 Standard Specification for Polyethylene Plastics Pipe and Fittings Materials
ASTM F593 Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs
ASTM F594 Standard Specification for Stainless Steel Nuts
ASTM F714 Standard Specification for Polyethylene (PE) Plastic Pipe (DR PR) Based on Outside Diameter
ASTM F876 Standard Specification for Crosslinked Polyethylene (PEX) Tubing

ASTM F877 Standard Specification for Crosslinked Polyethylene (PEX) Hot and Cold Water Distribution Systems

Service installations shall include either Branch Service Lines or Tapped Service Lines in accordance with the standards set forth herein.

Tapped Service installations shall include all water service lines less than three inches (3") nominal inside diameter pipe. The component parts of a tap service installation shall include a corporation stop coupling complete with watermain tap and saddle where required; a curb stop coupling complete with service box; and service piping extending from the corporation stop to the curb stop coupling and beyond to the property line or to the limits as established by the Engineer.

Branch Service installations shall include all water service lines of three inches (3") nominal inside diameter pipe and larger. The component parts of a branch service installation shall include a tapping sleeve and valve or a tee connection and valve complete with valve box, and piping extending from the watermain connection, to the property line or to the limits as specified by the Engineer.

All references to "structure" shall include any man-made object that is not otherwise exempted by special terminology or definition.

2611.2 MATERIALS

All materials required for this work shall be new material conforming to requirements of the reference specifications for the class, kind, type, size, grade, and other details indicated in the Contract. Unless otherwise indicated, all required materials shall be furnished by the Contractor. If any options are provided for, as to type, grade, or design of the material, the choice shall be limited as may be stipulated in the Plans, Specifications, or Special Provisions.

All manufactured products shall conform in detail to such standard design drawings as may be referenced or furnished in the Plans. Otherwise, the Owner may require advance approval of material suppliers, product design, or other unspecified details as it deems desirable for maintaining adopted standards.

At the request of the Engineer, the Contractor shall submit, in writing, a list of materials and suppliers for approval.

A Certificate of Compliance shall be furnished stating that the materials furnished have been tested and are in compliance with the specification requirements.

A Water Pipe Materials

All pipe furnished for watermain and branch line installations shall be of the type, kind, size, and class indicated for each particular line segment as shown in the Plan and designated in the Contract Items. Wherever connection of dissimilar materials or designs is required, the method of joining and any special fittings employed shall be subject to approval of the Engineer.

A1 Ductile Iron Pipe and Ductile Iron and Gray Iron Fittings

The pipe furnished shall be Ductile Iron pipe and pipe fittings furnished shall be of the Ductile Iron or Gray Iron type as specified for each particular use of installation. When Gray Iron is specified, either type may be furnished. Gray Iron may not be substituted for Ductile Iron unless specifically authorized in the Special Provisions.

Ductile iron pipe shall conform to the requirements of AWWA C115 or C151 for potable water, and thickness design shall conform to AWWA C 150. In addition, the pipe shall comply with the following supplementary provisions:

(1) Fittings shall conform to the requirements of AWWA C110 (Gray Iron and Ductile Iron Fittings) or AWWA C153 (Ductile Iron Compact Fittings) for the joint type specified.

(2) Unless otherwise specified all pipe and fittings shall be furnished with cement mortar lining meeting the requirements of AWWA C104 for standard thickness lining. All exterior surfaces of the pipe and fittings shall have an asphaltic coating at least one mil thick. Spotty or thin seal coating, or poor coating adhesion, shall be cause for rejection.

Fittings specified to be furnished with fusion bonded epoxy external coating and/or interior lining shall conform to the requirements of AWWA C550 and C116/A21.16, with 6-8 mil nominal thickness.

(3) Rubber gasket joints for Ductile Iron Pressure Pipe and fittings shall conform to AWWA C111.

(4) The nuts and bolts shall be constructed of corrosion resistant, high-strength, low-alloy steel with a ceramic filled, baked on fluorocarbon resin. The nuts and bolts shall be in compliance with ANSI/AWWA C111/A21.11 (Current Revision).

(5) Conductivity shall be maintained through pipe and fittings with an external copper jumper wire or specialty gaskets which are capable of meeting conductive requirements. Wedge type connectors will not be allowed.

A2 Polyvinyl Chloride (PVC) Pressure Pipe and Fittings

Polyvinyl chloride (PVC) pressure pipe shall be manufactured with compounds conforming to ASTM D1784 and shall conform to the requirements of AWWA C-900, C-905, Fusible C-900, and Fusible C905, for the size, grade, and pressure class indicated on the Plans, Specifications, and Special Provisions. Fittings shall be the same pressure class as the pipe and shall conform to AWWA C907 and C908. PVC pressure pipe and fittings shall have a pressure rating of one hundred sixty (160) psi or greater, unless otherwise provided in the special provisions. The grade used shall be resistant to aggressive soils or corrosive substances in accordance with the requirements of ASTM D-543. Unless otherwise specified, the dimensions and tolerances of the pipe barrel should conform to ductile iron or cast iron pipe equivalent outside diameters.

A3 Polyethylene (PE) Pressure Pipe and Fittings

Polyethylene pressure pipe and fittings shall be manufactured with compounds conforming to ASTM D3350 and shall conform to ASTM D3035 and AWWA C-901(for 0.5" to 3" diameters) and ASTM F714 and AWWA C906 (for 4" to 65" diameters) for the size, grade and pressure class indicated on the plans, specifications and special provisions. Polyethylene pipe and fittings shall be PE 3608 or PE 4710 for potable water transmission and pressure rating of one hundred sixty (160) psi or greater, unless otherwise provided in the special provisions. The pipe and fittings shall be manufactured from the same resin type, grade, and cell classification. Unless otherwise specified, the dimensions and tolerances of the pipe barrel should conform to Ductile Iron pipe equivalent outside diameters for pipe diameters greater than three inches (3"). The method of joining material shall be by the Thermal Butt- Fusion Method in accordance with ASTM 3261.

The minimum "quick-burst" strength of the fittings shall not be less than that of the pipe with which the fitting is to be used.

B Fire Hydrants

Fire hydrants shall be of the type, size, and construction specified in the Plans and shall conform to the applicable requirements of AWWA C-502.

Unless otherwise specified in the Plans, Specifications, and Special Provisions, hydrants shall be furnished in conformance with the following supplementary requirements:

(1) Hydrants shall have a five inch (5") (nominal diameter) main valve opening of the type that opens against water pressure.

(2) Hydrant barrels shall be two (2) piece, non-jacket type, with flanged joint above finished grade line and with mechanical joint connection at the hub end for joining a six inch (6") ductile iron branch pipe.

(3) Hydrant operating rod shall be equipped with a breakable joint coinciding with the flange joint above the grade line.

(4) Hydrant bury length shall be measured from the bottom of the branch pipe connection to the finished ground line at the hydrant.

(5) Hydrants shall have two (2) outlet nozzles for two and one half inch (2-1/2") (I.D.) hose connection and one outlet nozzle for four inch (4") (I.D.) steamer connection. All outlet nozzle threads shall be National Standard Fire-Hose Coupling Screw Threads (NFPA 1963).

(6) Hydrant operating mechanisms shall be provided with "O" ring seals preventing entrance of moisture and shall be lubricated through an opening in the operating nut or bonnet.

(7) Hydrants shall be provided with outlets for drainage in the base or barrel, or between the base and barrel, unless the Special Provisions require that drain outlets be omitted or plugged.

(8) The hydrant operating nut shall be rotated counterclockwise to open.

(9) Detailed drawings, catalog information, and maintenance data shall be furnished as requested by the Engineer.

(10) Hydrant body bolts shall be corrosion resistant, stainless steel conforming to the requirements of ASTM F593 and F594, alloy group 1, 2, 3, suitable for exterior use above and below ground. Bolts shall conform to manufacturer recommendation for tensile strength and torque.

C Valves and Valve Housing

C1 Valve Housings

Valve housings shall be of ductile or cast iron, High Density Polyethylene or masonry construction as specified in the Plans, Specifications, and Special Provisions for the particular valve size or installation. Masonry manhole or vault type units shall be constructed in accordance with the provisions of MnDOT Specification 2506. Precast Concrete Manholes shall conform to ASTM Specification C-478 suitable for HS 20 traffic loading for all units located in driving areas. Ductile or cast iron valve boxes and all castings for manhole or vault type units shall conform to the requirements of MnDOT Specification 3321.

C2 Gate Valves

Gate Valves shall conform to all applicable requirements of AWWA C-500 or AWWA C-509 or AWWA C-515, together with such supplementary requirements as may be covered in the Plans, Specifications, and Special Provisions. Unless otherwise specified gate valves shall comply with the following supplementary requirements:

(1) Gate valves meeting the requirements of AWWA C-500 shall be two-faced, double disc type, with parallel seats. Gate valves meeting the requirements of AWWA C-509 and C-515 shall be single disc type with resilient seat bonded or mechanically attached to either the gate or valve body, and the wedge shall be ductile iron fully encapsulated with EPDM rubber, shall be symmetrical and seal equally well with flow in either direction without misalignment. All valves shall be provided with a two-inch square operating nut opening counterclockwise and mechanical joint ends.

(2) All gate valves shall be non-rising stem (NRS) type furnished with O-Ring stem seals.

(3) All gate valves sixteen inches (16") or larger in size shall be arranged for operation in the horizontal position and shall be equipped with bypass valves.

(4) All gears on gate valves shall be cut tooth steel gears, housed in heavy ductile or cast iron extended type grease cases of approved design.

(5) All gate valves shall have an open indicating arrow, the manufacturer's name, pressure rating and year of manufacture cast on the valve bodies.

(6) All internal and external surfaces of the valve body and bonnet shall have an epoxy coating, complying with ANSI/AWWA C550.

(7) All gate valves shall have stainless steel body bolts unless otherwise specified.

C3 Butterfly Valves

Butterfly valves shall be manufactured in conformance with all applicable requirements of AWWA C-504 for 150 p.s.i. working pressure minimum, together with such supplementary requirements as may be covered in the Plans, Specifications, and Special Provisions. Unless otherwise specified, the butterfly valves furnished shall comply with the following supplementary requirements.

(1) The butterfly valves shall be short body of ductile or cast iron with mechanical joint ends.

(2) The butterfly valves shall be rubber seated with ductile or cast disc, non-rising stem type furnished with O-ring stem seals.

(3) The butterfly valves shall be equipped with a two-inch square operating nut opening counterclockwise.

(4) The butterfly valves shall be designed for direct burial installation.

(5) All butterfly valves shall have an open indicating arrow, the manufacturer's name, pressure rating and year of manufacture on the valve bodies.

(6) All internal and external surfaces of the valve body and bonnet shall have an epoxy coating, complying with ANSI/AWWA C550.

(7) All butterfly valves shall have stainless steel body bolts unless otherwise specified.

D Water Service Pipe and Fittings

Water service pipe of 3 inches or larger inside diameter shall conform to the requirements as set forth under the provisions of 2611.2.

Water service pipe of less than three inches (3") in inside diameter shall conform to the requirements of ASTM B 88 for Seamless Copper Water Tube, Type K, Soft Annealed temper; Polyethylene Pipe as per AWWA C901 and ASTM D3350, or Polyvinyl Chloride Pipe and fittings as per a ASTM D1785, D2241, D2466, D2467 and D2740, or Cross-linked Polyethylene (PEX) pipe as per ASTM F876, ASTM F877, and AWWA C904, NSF/ANSI Standard 61 for potable water distribution, as specified on the Proposal or in the Special Provisions. Water service piping supplied shall include markings indicating the type, pressure class, testing certification, and use for potable water systems.

Corporation stops, saddles, curb stops, and curb stop service boxes shall conform to the requirements of AWWA C800 be as detailed in the Plans, Specifications, and Special Provisions or approved designations.

Saddles for Polyethylene Pipe shall conform to the requirements of AWWA C800, and shall be thermal fusion polyethylene type; ductile iron with dual stainless steel straps, spring washers, bolts and washers; or stainless steel sleeve type, with stainless steel bolts, nuts, and spring

washers. Stainless steel bolts, nuts, and washers. Spring washers shall be manufactured from type 304 stainless steel, special “spring grade”. Saddles shall include threaded outlet tapping sleeves and Nitrile Butadiene Rubber (NBR) gaskets.

All fittings for copper tubing shall be cast brass, having uniformity in wall thickness and strength, and shall be free of defects affecting serviceability. All copper pipe fittings shall be flared or compression type. All threads for underground service line fittings shall conform to the requirements of AWWA C-800. Each fitting shall be permanently and plainly marked with the name or trademark of the manufacturer. Fittings for thermoplastic pipe types shall be of the same material and pressure class as the piping.

Curb stop service boxes shall be gray iron conforming to the requirements of ASTM A 48 for Class 20 or higher tensile strength and shall have at least twelve inches (12") of vertical adjustment for the cover depth specified in the Plans, Specifications, and Special Provisions.

E Polyethylene Encasement Material

Polyethylene encasement material shall conform to the requirements of AWWA C-105 for tube type installation and 8 mil nominal film thickness.

F Mechanical Joint Restraints

Mechanical joint restraints shall be ductile iron conforming to the requirements of ASTM A536 and AWWA C-600. Joint restraints shall be American, US Pipe, Star Pipe Products, or EBBA Iron Mega-Lug type, and be designed to withstand the design pressures indicated in the Plans, Specifications, and Special Provisions. Mechanical joint restraints shall be fusion bonded epoxy coated meeting the requirements of AWWA C-116.

All nuts, bolts, and tie rod type restraints shall be stainless steel, corrosion-resistant coating, or coated with an owner approved rustproofing material.

G Mortar

Mortar for use in masonry construction shall meet the requirements of MNDOT 2506.2B and ASTM C270.

H Concrete

Concrete used for cast-in-place masonry construction shall be produced and furnished in accordance with the provisions of MnDOT Specification 2461 for the mix design indicated in the Plans, Specifications, or Special Provisions. The requirements for Grade B concrete shall be met where a higher grade is not specified. Type 3, air-entrained, concrete shall be furnished and used in all structures having weather exposure.

I Tracer Wire for Non-Conductive Pipe

Tracer wire for use with all thermoplastic pipe types shall be Underwriters Laboratories (UL) listed for use in direct burial applications. Tracer wire shall be a minimum 12 AWG copper clad steel rated to 30 volts, High Molecular Weight Polyethylene (HMWPE) meeting ASTM D-1248, with designation identified on the outside of the wire casing.

2611.3 CONSTRUCTION REQUIREMENTS

A Installation of Pipe and Fittings

Installation of ductile iron watermains and their appurtenances shall conform to the requirements of AWWA C-600, the Plans, Specifications and Special Provisions.

Installation of Polyvinyl Chloride (PVC) pipe and their appurtenances shall conform to the requirements of AWWA C605, and the bedding and backfill conditions specified by the Manufacturer, Plans, Specifications, and Special Provisions.

Installation of Polyethylene Pipe and their appurtenances shall conform to the requirements of AWWA M55 and to the bedding and backfill conditions specified by the Manufacturer, Plans, Specifications, and Special Provisions.

No existing valves or hydrants shall be operated by individuals other than personnel from the City Public Works Department. Only under emergency conditions or after specific authorization is given by the City Public Works Department shall the Contractor operate valves or hydrants.

Installation of pipe and fittings shall also conform to the following general guidelines:

A1 Inspection and Handling

Proper and adequate implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work.

During the process of unloading delivered materials, all pipe and accessories shall be inspected by the Contractor for damage. The Contractor shall notify the Engineer of all material found to have cracks, flaws or other defects. The Engineer shall inspect the damaged material and have the right to reject any materials found to be unsatisfactory. The Contractor shall promptly remove all rejected material from the site.

All materials shall be handled carefully, as will prevent damage to protective coatings, linings, and joint fittings; preclude contamination of interior areas; and avoid jolting contact, dropping, or dumping.

During pipe laying operations each pipe section and shall be inspected by the Contractor. The Contractor shall inform the Engineer of any defects discovered and the Engineer will prescribe the required corrective actions or order rejection.

Immediately before placement, the joint surfaces of each pipe section and fitting shall be inspected for the presence of foreign matter, coating blisters, rough edges or projections, and any imperfections so detected shall be corrected by cleaning, trimming, or repair.

A2 Pipe Laying Operations

Trench excavation and bedding preparations shall proceed ahead of pipe placement as will permit proper placement and joining of the pipe and fittings at the prescribed grade and alignment without unnecessary hindrance. All foreign matter or dirt shall be removed from the inside of the pipe and fittings before they are lowered into position in the trench, and they shall

be kept clean. The watermain materials shall be carefully lowered into laying position by the use of suitable restraining devices. Under no circumstances shall the pipe be dropped or dumped into the trench.

As each length of bell and spigot pipe is placed in laying position, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with approved encasement and backfill materials.

When pipe laying is not in progress, all open ends of the pipe line shall be closed by watertight plugs or other means approved by the Engineer. If water is present in the trench, the plugs shall remain in-place until the trench is pumped completely dry.

When connecting to existing stubs, the Contractor shall prevent dirt or debris from entering the existing pipe.

A3 Aligning and Fitting of Pipe

The cutting of pipe for inserting valves, fittings, or closure pieces shall be done in a neat and workmanlike manner without damage to the pipe and so as to leave a smooth square-cut end. Pipe shall be cut with approved mechanical tools. Flame cutting will not be allowed under any conditions. All rough edges shall be removed from the cut ends of pipe and, where rubber gasket joints are used, the outer edge shall be rounded or beveled by grinding or filing to produce a smooth fit.

When necessary to deflect pipe from a straight line either in the vertical or horizontal plane, to avoid obstructions, plumb stems, or produce a long radius curve when permitted, the amount of deflection allowed at each joint shall not exceed the limits to maintain a satisfactory joint seal in conformance with AWWA C-600 for ductile iron pipe mechanical and push-on joints, AWWA C-605 for PVC pipe and AWWA M55 for PE pipe. The maximum angular deflection at any joint for other pipe materials and joints shall not exceed the manufacturer's recommendations. If the specified alignment requires angular deflections greater than recommended or allowed, the Contractor shall provide appropriate bends or shorter pipes such that the maximum angular deflection is not exceeded

A4 Blocking and Anchoring of Pipe

All plugs, caps, tees, bends, and other thrust points shall be provided with reaction backing, or movement shall be prevented by attachment of suitable restraining devices or tie rods, in accordance with the requirements of the Plans, Specifications, and Special Provisions.

In the absence of other specified requirements for reaction backing or restraining devices, the following provisions shall apply:

(1) All horizontal bends exceeding twenty (20) degrees deflection, and all caps, plugs, and branch tees shall be provided with concrete buttress blocking.

(2) All vertical bends exceeding twenty (20) degrees deflection shall be provided with concrete buttress blocking at the low points and with metal tie rod or strapping restraints at the high points.

(3) Offset bends made with standard offset fittings need not be strapped or buttressed.

(4) Hardwood blocking shall not be used.

Concrete buttresses shall be poured against firm, undisturbed ground and shall be formed in such a way that the joints will be kept free of concrete and remain accessible for repairs. The concrete mix used in buttress construction shall meet the requirements for Grade B concrete in conformance with MnDOT Specification Section 2461. Buttress dimensions shall be a minimum of twelve inches (12") in thickness, and the minimum area, in square feet shall be as follows.

PIPE SIZE	TEE OR PLUG	1/4 BEND	1/8 BEND	1/32 BEND 1/16 BEND
6"	2.9	3.1	1.6	0.8
8"	3.7	5.3	2.9	1.4
10"	5.7	8.1	4.4	2.2
12"	8.1	13.4	6.6	3.2
16"	15.1	21.4	11.6	5.9
20"	23.2	30.2	18.1	9.3
24"	33.6	48.5	26.1	13.3

Contractors are instructed to size concrete buttress blocking on fittings and dead ends where the blocking must withstand the pressure of larger main line fittings equipped with reducers, for the larger sized main line thrust and not for smaller fitting size only. This is of particular importance on tees and crosses where the main size is reduced on the run from large to small size by use of reducers.

All metal parts of tie rod or strap type restraints shall be galvanized or coated with other approved asphaltic type rustproofing.

All necessary fittings, bands, tie rods, nuts, and washers, and all labor and excavation required for installation of reaction restraints shall be incidental to the installation of the pipe, unless a specific payment item is provided in the bid proposal.

A5 Polyethylene Encasement of Pipeline

Wherever so required by the Plans, Specifications, or Special Provisions the pipeline, including valves, fittings, and appurtenances, shall be fully encased in polyethylene film meeting the requirements of these Specifications. The film shall be furnished in tube form for installation on pipe and all pipe-shaped appurtenances such as bends, reducers, off- sets, etc. Sheet film shall be provided and used for encasing all odd-shaped appurtenances such as valves, tees, crosses, etc.

The polyethylene tubing shall be installed on the pipe prior to being lowered into the trench. Tubing length shall be sufficient to provide a minimum overlap at all joints of one foot or more. Overlap may be accomplished with a separate sleeve tube placed over one end of the pipe prior to connecting another section of pipe, or by bunching extra overlap material at the pipe ends in accordion fashion. After completing the pipe jointing and positioning the overlap material, the overlap shall be secured in place with plastic adhesive tape wrapped circumferentially around the pipe not less than three (3) turns.

After encasement, the circumferential slack in the tubing film shall be folded over at the top of the pipe to provide a snug fit along the barrel of the pipe. The fold shall be held in place with

plastic adhesive tape applied at intervals of approximately three feet (3') along the pipe length. Also, any rips, punctures, or other damage to the tubing shall be repaired as they are detected. These repairs shall be made with adhesive tape and overlapping patches cut from sheet or tubing material.

At odd-shaped appurtenances such as gate valves, the tubing shall overlap the joint and be secured with tape, after which the appurtenant piece shall be wrapped with a flat film sheet or split length of tubing by passing the sheet under the appurtenance and bringing it up around the body. Seams shall be made by bringing the edges together, folding over twice, and taping down. Wherever encasement is terminated, it shall extend for at least two feet (2') beyond the joint area.

Openings in the tubing for branches, service taps, air valves and similar appurtenances shall be made by cutting an X-shaped slit and temporarily folding back the film. After installing the appurtenance, the cut tabs shall be secured with tape and the encasement shall be completed as necessary for an odd-shaped appurtenance.

Unless otherwise specified in the Plans, Specifications, and Special Provisions, hydrants encased in polyethylene tubing shall have plugged drain outlets.

B Connection and Assembly of Joints

Where rubber gasket joints are specified, care shall be taken during the laying and setting of piping materials to insure that the units being joined have the same nominal dimension of the spigot outside diameter and the socket inside diameter. A special adaptor shall be provided to make the connection when variations in nominal dimension might cause unsatisfactory joint sealing.

Immediately before making the connection, the inside of the bell or socket and the outer surface of the spigot ends shall be thoroughly cleaned to remove oil, grit, excess coating, and other foreign matter. Insertion of spigot ends into the socket or bell ends shall be accomplished in a manner that will assure proper centering and insertion to full depth. The joint seal and securing requirements shall be as prescribed below for the applicable pipe and joint type.

B1 Ductile Iron Pressure Pipe and Fitting Joints

B1a Push-On Joints

The circular rubber gasket shall be kept in a warm, flexible condition at all times, and for purposes of placement shall be flexed inward and inserted in the gasket recess of the bell socket. A thin film of approved gasket lubricant shall be applied to either the inside surface of the gasket or the outside surface of the spigot end, or to both. Care shall be taken while inserting the spigot end to prevent introduction of contaminants. The joint shall be completed by forcing the spigot end to the bottom of the socket by the use of suitable pry-bar or jack type equipment. Spigot ends which do not have depth marks shall be marked before assembly to insure full insertion. The use of the bucket on the excavation equipment to force the pipe into the socket shall not be permitted.

B1b Mechanical Joints

The last eight inches (8") of the outside spigot surface and the inside bell surface of each pipe and appurtenance joint shall be painted with a thin film of approved gasket lubricant after being thoroughly cleaned. The gland shall then be slipped on the spigot end with the lip extension toward the socket or bell end. The rubber gasket shall be kept in a warm, flexible condition at all times, and for purposes of placement shall be painted with a thin film of approved gasket lubricant and be placed on the spigot end with the thick edge toward the gland

After the spigot end is inserted into the socket to full depth and centered, the gasket shall be pressed into place within the bell evenly around the entire joint. After the gland is positioned behind the gasket, all bolts shall be installed and the nuts tightened alternately to the specified torque, such as to produce equal pressure on all parts of the gland.

Unless otherwise specified, the bolts shall be tightened by means of a suitable torque-limiting wrench to within a foot-pound range of: 45 to 60 for 5/8 inch bolts; 75 to 90 for 3/4 inch bolts; 85 to 100 for 1 inch bolts; and 105 to 120 for 1-1/4 inch bolts. After tightening, all exposed parts of the bolts and nuts shall be completely coated with an approved asphaltic type rust preventive material.

B1c Flanged Joints

Flanged joints shall be installed only in above grade or exposed locations and shall conform to the requirements of AWWA C115 Specifications, the Plans, Specifications and Special Provisions. Flanged joints shall have full face gaskets.

B2 Polyvinyl Chloride Pipe Joints

B2a Push-On Joints

The circular rubber gasket shall be bonded to the inner wall of the gasket recess of the bell socket. Installation of pipe spigot into the bell socket shall conform to the requirements for Ductile Iron Push-On Joints as set forth under the provisions of 2611.3B1a.

B3 Polyethylene Pipe Joints

Polyethylene pipe joints shall conform to the requirements of AWWA C-906, and shall be made by the Thermal Butt-Fusion Method, Mechanical Flange Adaptor Method, Mechanical Joint Adaptor Method and Mechanical Transition Fittings. Mechanical joints shall include stainless steel pipe stiffeners. Compression fittings are not allowed for pipe diameters greater than two inches (2") in diameter.

B4 Tracer Wire for Non-conductive Pipe

Tracer wire shall be installed along the length of all non-conductive mainline pipes, laterals, and services with vertical riser to the surface, at gate valve boxes, hydrants, curb boxes, and/or utility location boxes as required by the Special Provisions. Tracer wire shall be taped, clamped or affixed to the pipe in another manner as approved by the Engineer.

Splicing tracer wire shall be by mechanical split bolt type or a crimp type compression fitting fully encased in approved electrical insulation putty. A twelve inch (12") tracer wire loop shall be provided on each side of a spliced connection.

C Water Service Installations

Water service facilities consisting of Tap Service Lines and Branch Service Lines, complete with all required appurtenances, shall be installed as required by in the Plans, Specifications, and Special Provisions, in accordance with all pertinent requirements for main line installations together with the provisions hereof.

It shall be the responsibility of the Contractor to keep an accurate record of the location, depth and size of each service connection and other pertinent data such as the location of curb stops and pipe endings. Tap locations shall be recorded in reference to survey line stationing. Curb stops shall be tied to definable land marks such as building corners, lot corner markers, hydrants, gate valves, etc. Pipe terminals at the property line shall be marked to the ground surface with a suitable wood timber four by four inch (4"x4"), eight feet (8') long set vertically into the ground with the top two feet (2') painted blue. Approved record keeping forms will be furnished by the Engineer and the completed records shall be submitted by the Contractor upon completion of the work.

Water service lines shall normally be installed by trenching and be subject to the same requirements as prescribed for the main pipeline installation, except for those which may not be pertinent or applicable. Where water service lines are installed alongside of sanitary service lines, installation shall be such as to maintain the minimum specified clearances between pipelines and provide proper and adequate bearing for all pipes and appurtenances.

Water service lines shall be installed to provide a minimum of six inches (6") of clearance shall be maintained in crossing over or under other structures. Where the service pipe may be exposed to freezing due to insufficient cover or exposure from other underground structures, the water pipe shall be insulated as directed by the Engineer.

C1 Tee Branch Service Lines

Tee branch service piping shall be of the type, size, and wall thickness specified. The pipe and appurtenances shall have rubber gasketed push-on or mechanical joints. Tee branch service lines shall be provided as required by the Plans.

Installation of tee branch service facilities shall be in accordance with all applicable requirements of these specifications as pertain to the mainline installations.

C2 Tapped Service Lines

Service piping shall be of the size and type specified. Unless otherwise specified, minimum pipe size for tap service installations shall be one inch (1") nominal inside diameter. Larger size pipe may be specified for commercial and industrial uses or for some domestic service as specifically identified.

Installation of service facilities shall be in accordance with all applicable requirements of these specifications as pertain to the mainline installations, subject to the exceptions and supplementary provisions set forth hereinafter.

Installation of tapped service lines shall be performed while the mainline watermain is at system operating pressure. Dry tapping watermain pipe will not be allowed.

Unless otherwise indicated, service piping may be laid directly on any solid foundation soil that is free of stones and hard lumps. However, when specified or ordered, aggregate materials shall be furnished and placed as necessary to secure proper foundation drainage, pipe covering, or backfill support.

Tapped service piping of three quarters inch (3/4") to and including one and one quarter inches (1 ¼") in diameter shall be installed in one piece without intermediate joint couplings between the corporation stop and the curb stop. Service pipe of one and one half inches (1-1/2") in diameter and larger shall be furnished in standard roll lengths to eliminate any intermediate joints. When full roll lengths are less than the service length the rolls may be joined with approved couplings.

Unless otherwise specified, connection of tapped service lines to the watermain shall be made at an angle of not more than twenty two (22) degrees from the horizontal. A double wrap of Teflon tape shall be placed on the corporation stop threads prior to installation in the main.

Unless otherwise indicated, tap service lines shall be installed on a straight line at right angles to the watermain or property line as directed by the Engineer. In the absence of specific requirements, the service line shall be terminated at the property line, where it shall be connected to an existing line or, in the case of undeveloped property, it shall be capped, plugged, or peened as approved by the Engineer.

The flaring of new copper tubing ends shall be accomplished only with the use of the proper size and type of tools as designed for the purpose. Tubing shall be cut squarely and all edge roughness shall be removed prior to flaring. All couplings shall be tightened securely, so the flared end fits snugly against the bevel of the fitting without leakage. The flared joint couplings shall be made up without the use of jointing compounds.

The service pipe and curb stop coupling depth shall be such as to maintain not less than the specified minimum cover. The service box shall be connected to or centered over the curb stop and be firmly supported on concrete blocking as required by the Plans, Specifications, and Special Provisions. Clearance shall be provided so the service box does not rest on the water pipe. Service boxes shall be installed plumb.

The service boxes shall be brought to proper surface grade when the final ground surface has been established.

D Setting Valves, Hydrants, Fittings and Specials

Valves, hydrants, fittings, and specials shall be provided and installed as required by the Plans, Specifications, and Special Provisions with the exact locations and setting as directed by the Engineer, and with each installation accomplished in accordance with the requirements for installation of mainline pipe to the extent applicable. Support blocking, reaction backing, and anchorage devices shall be provided as required by the Plans, Specifications, and Special Provisions or as otherwise ordered by the Engineer.

Hydrants shall be installed plumb, with the height and orientation of nozzles as shown in the Plans or as directed by the Engineer. Unless otherwise specified, the hydrants shall be connected to the mainline pipe with six inch (6") diameter pipe, controlled by an independent valve.

When a hydrant with an open drain outlet is set in clay or other impervious soil, a drainage pit of at least one cubic yard shall be excavated below and around the hydrant base and the pit shall be filled with Foundation Material to a level six inches (6") above the drain outlet. MnDOT 3733 geotextile Type V, or other material approved by the Engineer, shall be carefully placed over the rock to prevent backfill material from entering voids in the rock drain. Hydrants located where the groundwater table is above the drain outlet shall have the outlet drain hole plugged or the drain tube cut off to prevent draining, and shall be equipped with a tag stating, "Pump After Use".

Valve boxes shall be centered over the valve wrench nut and be installed plumb, with the box cover flush with the surface of the finished pavement or at such other level as may be directed.

Valve box adaptors for use to stabilize the valve box in a centered position over the valve wrench nut shall include a rubber gasket between the adaptor plate and valve body. The adaptor shall be epoxy coated conforming to the requirements for fittings in section 02611.2A1, or as otherwise allowed by the plans, specifications and special provisions. Gate valve box adaptors shall be incidental to the valve box unless otherwise provided in the bid proposal.

Masonry valve pit structures, for valves with exposed gearing or operating mechanisms, shall be constructed in accordance with the details shown in the Plans and with the applicable provisions of these Specifications.

Drainage blow-offs, air vents, and other special appurtenances shall be provided and installed as required by the Plans, Specifications, and Special Provisions.

All dead ends shall be closed with approved plugs or caps and shall be equipped with suitable blow-off facilities.

E Disinfection of Watermains

Before being placed in service, the completed water main shall be disinfected. Disinfection materials and procedures, and the collection and testing of water samples, shall be in accordance with the provisions of AWWA C-651. After the final flushing of watermain, the water shall be tested for bacteriologic quality and found to meet the standards prescribed by the Minnesota Department of Health.

Where an existing watermain is cut for the installation of any fitting, the pipe and fittings proposed to be installed shall be disinfected prior to installation as follows:

(1) The interior of the pipe and fittings shall be cleaned of all dirt and foreign material.

(2) The interior of the pipe and fittings shall be thoroughly swabbed or sprayed with a one percent (1%) minimum hypochlorite solution.

Unless otherwise indicated in the Plans, Specifications, and Special Provisions, the Contractor shall furnish all materials and perform the disinfecting, flushing, and testing as necessary for meeting the water quality requirements.

The flushing operations and the form of chlorine and method of application to be used shall be subject to approval by the Engineer.

F Electrical Conductivity Test

The Contractor shall perform a conductivity test within one week after completion of pressure testing of the main on all watermains to ensure continuous conductivity for the purpose of tracing watermain for utility location. Sufficient conductivity shall be provided to allow for the location of watermain, services, hydrant leads, and laterals for mainline segments at least one thousand two hundred (1,200) linear feet in length

G Hydrostatic Testing of Watermains

After the pipe has been laid, including fittings and valves and blocking, all newly-laid pipe or any section between valves thereof, unless directed otherwise by the Engineer, shall be subject to hydrostatic pressure of one hundred fifty (150) pounds per square inch. The duration of each such test shall be at least two (2) hours.

Each section of pipe to be tested shall be filled with water and all air expelled at the highest point. The required taps to expel air or to fill the watermain shall be supplied and installed by the Contractor and shall be three quarters inch (3/4") and shall include an approved service saddle when required.

The test apparatus shall be applied at the lowest elevation on the section to be tested. The apparatus shall be connected to the main at a service tap or special tap location.

The pressure gauge shall be a standard pressure gauge. The dial shall register from 0 - 200 psi and have a dial size of four and one half inches (4 ½") with one (1) psi increments.

The hydrostatic test, pressure requirement for an acceptable test shall be a maximum pressure drop of two (2) psi during the last hour of the two (2) hour pressure test.

If this test requirement cannot be met, the Contractor shall investigate the cause, make corrections, and retest until the pressure drop requirement can be met.

Only if several consecutive tests indicate a consistent pressure drop and only after the Contractor has made numerous attempts to resolve the problem, acceptable to the Engineer, may the Contractor request in writing and the Engineer consider the use of the leakage test. The leakage test may be performed by the Contractor to determine the magnitude of the leak, however, meeting the leakage allowance shall not automatically be considered acceptance, in lieu of the pressure test, for the section being tested. Final acceptance shall be at the discretion of the Engineer.

When allowed, the leakage test shall be performed in accordance with AWWA C-600, Section 4.1.5, 4.1.6 and the line will be accepted as per Section 4.1.7.

H Operational Inspection

At the completion of the project and in the presence of the Engineer and the Contractor, representatives of the Owner shall operate all valves, hydrants, and water services to ascertain that the entire facility is in good working order; that all valve boxes are centered and valves are opened; that all hydrants operate and drain properly; that all curb boxes are plumb and centered; and that water is available at all curb stops.

2611.4 METHOD OF MEASUREMENT

All items will be measured separately according to design designation as indicated in the Pay Item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions. Pipe will generally be designated by size (inside diameter or span), strength class, kind or type, and laying condition. Payment shall include all component parts thereof as described or required to complete the unit, but excluding any item covered by a separate pay item. Lineal measurement of piping will include the running length of any special fittings (tees, wyes, bends, gates, etc.) installed within the line of measure between specified terminal points.

A Water Pipe

Mainline pipe and service pipe of each kind and size will be measured separately by the overall length along the axis of the pipeline, from beginning to end of each installation and without regard to intervening valves or specials. Terminal points of measure will be the spigot or cut end, base of hub or bell end, center of valves or hydrants, intersecting centers of tee or wye branch service connections, and center of corporation stop or curb stop couplings.

B Valves

Valves of each size and type will be measured separately as complete units, including the required manhole or valve box setting.

C Corporation Stops

Corporation stops of each size and type will be measured separately by the number of units installed, including the watermain tap and saddle.

D Curb Stops

Curb stops of each size and type will be measured separately by the number of units installed, including the required curb box.

E Hydrants

Hydrants will be measured by the number of units installed.

F Air Vents

Air vents of each type and size will be measured separately by the number of complete units installed, including the required manhole or valve box setting.

G Polyethylene Encasement

Polyethylene encasement of pipe will be measured by the linear foot of pipe encased of each specified size.

H Ductile and Gray Iron Fittings

Ductile Iron and Gray Iron fittings shall be measured by the pound without joint accessories or on an each basis as specified on the Proposal or in the Special Provisions. Joint accessories including tie rods, joint restraints, nuts and bolts shall be incidental to the watermain unless otherwise provided on the Proposal or in the Special Provisions.

The standard weight of Ductile Iron and Gray Iron fittings, for payment basis, shall be as published in AWWA C-153 and C-110, respectively.

I Polyvinyl Chloride or Polyethylene

Polyvinyl Chloride or Polyethylene fittings shall be measured on an each basis as specified and shown on the Proposal or in the Special Provisions.

J Access Structures

Access structures, such as valve boxes, service boxes, manholes and vaults, will be measured for payment only when and to the extent that the Proposal contains specific items therefore. Otherwise, the required structures are included for payment as part of the pipe appurtenance (Gate Valve, Curb Stop, Air Vent, etc.) item which is served. When applicable, measurement will be by the number of individual units installed of each type and design.

2611.5 BASIS OF PAYMENT

Payment for construction of water distribution facilities will be made as detailed in the method of measurement and as shown on the Bid Proposal or detailed in the Special Provisions. Payment shall include all costs of furnishing and installing the complete facility as required by the Plans, Specifications, and Special Provisions.

Payment shall be made for Watermain Pipe, Service Pipe, and Tapped Service Pipe, of each size and kind at the appropriate Contract prices per linear foot installed All costs of pipeline disinfection, leakage testing, pipe jointing materials, dead end plugs and caps, making connections to existing facilities, blocking and anchorage materials, and other work necessary for proper installation of pipe as specified shall be included for payment as part of the pipe item, without any direct compensation being made therefore unless specific pay items are included on the Proposal.

Payment shall be made for Valves, Corporation Stops, Curb Stops, Hydrants, Air Vents, Polyethylene Encasement, Insulation, and other specially identified appurtenant items, at the appropriate Contract prices per unit of measure for each size and type or kind installed.

Access structures such as Valve Boxes, Service Boxes, Manholes, and Vaults will be paid for as separate items only when separate pay items are included on the Proposal.

Payment for rearrangement of in-place facilities or vertical offset of proposed facilities shall be made under specially named items at the appropriate Contract prices per unit of measure and shall be compensation in full for all costs of performing the work as specified.

All costs of excavating to foundation grade, preparing the foundation, placing and compacting backfill materials, restoring surface improvements, and other work necessary for prosecution and completion of the work as specified, shall be included for payment as part of the pipe and pipe appurtenance items without any direct compensation being made therefore, unless specific pay items are included on the Proposal.

Watermain connections shall be paid per each connection to new watermain. All necessary labor, materials, and work required to make the connection shall be included in the price per each as provided in the bid proposal.

Installation of tracer wire for thermoplastic and other non-conductive pipe materials shall be considered incidental with no direct compensation made thereto, except where noted otherwise.

SECTION 2621 – STANDARD SPECIFICATIONS FOR SANITARY SEWER AND STORM SEWER INSTALLATION

2621.1 DESCRIPTION

This work shall consist of the construction of pipe sewers utilizing plant fabricated pipe and other appurtenant materials, installed for conveyance of sewage, industrial wastes, or storm water. The work includes construction of manhole and catch basin structures and other related items as specified.

The use of the term "Plans, Specifications and Special Provisions" within this specification shall be construed to mean those documents which compliment, modify, or clarify these specifications and are an enforceable component of the Contract Documents.

All references to MnDOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation “Standard Specifications for Construction”, and all supplements and amendments thereto published prior to the date of advertisement for bids.

All references to other Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

The following specifications have been referenced in this Specification:

AASHTO M198 Standard Specification for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants
AASHTO M294 Standard Specification for Corrugated Polyethylene Pipe, 300- to 1500-mm (12- to 60-in.) Diameter
ASTM A48 Standard Specification for Gray Iron Castings
ASTM A74 Standard Specification for Cast Iron Soil Pipe and Fittings
ASTM A798 Standard Practice for Installing Factory Made Corrugated Steel Pipe for Sewers and Other Applications
ASTM C12 Standard Practice for Installing Vitrified Clay Pipe Lines
ASTM C76 Standard Specification for Reinforced Concrete Culvert, Storm Drain, and Sewer Pipe
ASTM C270 Standard Specification for Mortar for Unit Masonry
ASTM C301 Standard Test Methods for Vitrified Clay Pipe
ASTM C361 Standard Specification for Reinforced Concrete Low Head Pressure Pipe
ASTM C425 Standard Specification for Compression Joints for VCP and Fittings
ASTM C443 Standard Specification for Joints Concrete Pipe and Manholes Using Rubber Gaskets
ASTM C478 Standard Specification for Precast Reinforced Concrete Manhole Sections
ASTM D543 Standard Practice for Evaluating the Resistance of Plastics to Chemical Reagents
ASTM C564 Standard Specification for Rubber Gaskets for Cast Iron Soil Pipe and Fittings
ASTM C700 Standard Specification for Vitrified Clay Pipe, Extra Strength, Standard Stregth, and Perforated
ASTM C969 Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines
ASTM D2321 Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications
ASTM D2751 Standard Specification for ABS Pipe and Fittings
ASTM D3034 Standard Specification for PVC Sewer Pipe and Fittings

ASTM D3212 Standard Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
ASTM D3262 Standard Specification for “Fiberglass” (Glass Fiber Reinforced Thermosetting Resin) Sewer Pipe
ASTM D3839 Standard Guide for Underground Installation of “Fiberglass” (Glass Fiber Reinforced Thermosetting Resin) Pipe
ASTM D4161 Standard Specification for Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe Joints Using Flexible Elastomeric Seals
ASTM F477 Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe
ASTM F679 Specification for Large-Diameter PVC Sewer Pipe and Fittings
ASTM F949 Specification for Poly (Vinyl Chloride) (PVC) Corrugated Sewer Pipe with a Smooth Interior and Fittings
ASTM F1417 Standard Practice for Installation Acceptance of Plastic Non pressure Sewer Lines Using Low Pressure Air
ASTM F2736 Standard Specification for 6 to 30 in. (152 To 762 mm) Polypropylene (PP) Corrugated Single Wall Pipe And Double Wall Pipe
ASTM F2764 Standard Specification for 30 to 60 in. [750 to 1500 mm] Polypropylene (PP) Triple Wall Pipe and Fittings for Non Pressure Sanitary Sewer Applications
AWWA C104 American National Standard for Cement-Mortar Lining for Ductile-Iron Pipe and Fittings
AWWA C110 American National Standard for Ductile-Iron and Gray-Iron Fittings
AWWA C111 American National Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
AWWA C115 American National Standard for Flanged Ductile-Iron Pipe With Ductile-Iron or Gray-Iron Threaded Flanges
AWWA C116 Standard for Protective Fusion-Bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings
AWWA C150 American National Standard for Thickness Design of Ductile-Iron Pipe
AWWA C151 American National Standard for Ductile-Iron Pipe, Centrifugally Cast
AWWA C153 American National Standard for Ductile-Iron Compact Fittings for Water Service
AWWA C550 Standard for Protective Interior Coatings for Valves and Hydrants

2621.2 MATERIALS

All materials required for this work shall be new material conforming to requirements of the referenced specifications for the class, kind, type, size, grade, and other details indicated in the Contract. Unless otherwise indicated, all required materials shall be furnished by the Contractor. If any options are provided for, as to type, grade, or design of the material, the choice shall be limited as may be stipulated in the Plans, Specifications, or Special Provisions.

All manufactured products shall conform in detail to such standard design drawings as may be referenced or furnished in the Plans. Otherwise, the Owner may require advance approval of material suppliers, product design, or other unspecified details as it deems desirable for maintaining adopted standards.

At the request of the Engineer, the Contractor shall submit in writing a list of materials and suppliers for approval. Suppliers shall submit a Certificate of Compliance that the materials furnished have been tested and are in compliance with the specifications.

A Sewer Pipe and Service Line Materials

All pipe furnished for main sewer and service line installations shall be as indicated for each particular line segment as shown in the Plans and designated in the Contract Items. Wherever connection of dissimilar materials or designs is required, the method of joining and any special fittings employed shall be products specifically manufactured for this purpose and subject to approval by the Engineer.

A1 Vitrified Clay Pipe and Fittings

Vitrified clay extra strength pipe and fittings shall conform to the requirements of ASTM M-65 for the size and type and class specified, subject to the following supplementary provisions:

(1) Unless otherwise specified, the pipe and fittings shall be non-perforated, full circular type, either glazed or unglazed.
(2) All pipe and fittings manufactured with bell-and-spigot ends shall be furnished with factory fabricated compression joints conforming to the requirements of ASTM C-425.
(3) In lieu of the bell-and-spigot jointing requirements, the pipe and fittings may be furnished with plain ends, in which case the jointing shall be by means of compression couplings conforming to the requirements of ASTM C-425, Type B.
(4) All clay pipe fittings (wyes, tees, bends, plugs, etc.) shall be of the same pipe class and joint design as the pipe to which they are to be attached.
(5) Pipe and fittings manufactured to the standards of AASHTO 52;65 may be accepted by prior approval of the Engineer.

A2 Ductile Iron Pipe and Ductile Iron and Gray Iron and Fittings

The pipe furnished shall be Ductile Iron pipe and pipe fittings furnished shall be of the Ductile Iron or Gray Iron type as specified for each particular use of installation. When Gray Iron is specified, either type may be furnished. Gray Iron may not be substituted for Ductile Iron unless specifically authorized in the Special Provisions.

Ductile iron pipe shall conform to the requirements of AWWA C115 or C151 for water, and thickness design shall conform to AWWA C 150. In addition, the pipe shall comply with the following supplementary provisions:

(1) Fittings shall conform to the requirements of AWWA C110 (Gray Iron and Ductile Iron Fittings) or AWWA C153 (Ductile Iron Compact Fittings) for the joint type specified.

(2) Unless otherwise specified all pipe and fittings shall be furnished with cement mortar lining meeting the requirements of AWWA C104 for standard thickness lining. All exterior surfaces of the pipe and fittings shall have an asphaltic coating at least one mil thick. Spotty or thin seal coating, or poor coating adhesion, shall be cause for rejection.

Fittings specified to be furnished with fusion bonded epoxy external coating and/or interior lining shall conform to the requirements of AWWA C550 and C116/A21.16, with 6-8 mil nominal thickness.

(3) Rubber gasket joints for Ductile Iron Pressure Pipe and fittings shall conform to AWWA C111.

(4) The nuts and bolts shall be constructed of corrosion resistant, high-strength, low-alloy steel with a ceramic filled, baked on fluorocarbon resin. The nuts and bolts shall be in compliance with ANSI/AWWA C111/A21.11 (Current Revision).

(5) Conductivity, when required by the Special Provisions, shall be maintained through pipe and fittings with an external copper jumper wire or specialty gaskets which are capable of meeting conductive requirements. Wedge type connectors will not be allowed.

A3 Reinforced Concrete Pipe and Fittings

Reinforced concrete pipe, fittings and specials shall conform to the requirements of ASTM C-76 (Reinforced Concrete Pipe) with rubber O-ring or profile joints for the type, size, and strength class specified, subject to the following supplementary provisions:

(1) All branch fittings such as tees, wyes, etc. shall be cast as integral parts of the pipe. All fittings and specials shall be of the same strength class as the pipe to which they are attached.

(2) Joints shall meet the requirements of ASTM C-361, and ASTM C443.

(3) Lift holes will not be permitted unless specifically authorized in the Plans, Specifications, and Special Provisions

A4 Corrugated Steel Pipe and Fittings

Corrugated Steel (CS) Pipe and fittings shall conform to the requirements of MnDOT 2501, 2503, and 3226 (CS) Pipe for the application, type, size and sheet thickness specified. Joints for joining CS Pipe shall be the band type or bell/spigot type, soil-tight and watertight, with preformed gasket seals meeting MnDOT 3726. Fittings and bands for joining pipe sections shall be of the same material and thicknesses as the mainline pipe.

Specialty coatings for the pipe shall be as indicated in the Plans, Specifications, and Special Provisions.

A5 Polyvinyl Chloride Pipe and Fittings

Smooth walled polyvinyl chloride pipe and fittings shall conform to the requirements of ASTM D-3034 and ASTM F-679 for the size, standard dimension ratio (SDR), and strength requirements indicated on the Plans, Specifications, and Special Provisions. The grade used shall be resistant to aggressive soils or corrosive substances in accordance with the requirements of ASTM D-543.

Pipe fittings shall be of the same class and grade as specified for the pipe, unless otherwise specified in the special provisions.

Unless otherwise specified, all pipe and fittings shall be SDR 35 and connections shall be push-on with elastomeric gasket joints which are bonded to the inner wall of the gasket recess of the bell socket.

PVC pipe and fittings for pressure sewer and forcemains shall meet the requirements of 2611.2 A3 for watermain class pipe.

Corrugated polyvinyl chloride pipe and fittings with smooth interior shall conform to the requirements of ASTM F-949 for the size and wall thickness indicated on the Plans, Specifications, and Special Provisions. Unless otherwise specified, all pipe and fittings shall be push-on with snug fit elastomeric joints meeting tightness requirements of ASTM D-3212 and ASTM F477.

A6 Cast Iron Soil Pipe

Unless otherwise specified in the Plans, Specifications, and Special Provisions, cast iron soil pipe shall be service weight pipe meeting the requirements of ASTM A-74 and the Plans, Specifications, and Special Provisions. Unless otherwise specified, pipe joints shall be push-on, sealed with elastomeric gaskets, meeting the requirements of ASTM C-564.

A7 Acrylonitrile-Butadiene-Styrene Pipe

Acrylonitrile-Butadiene-Styrene (ABS) solid wall pipe and fittings shall conform to the requirements of ASTM D-2751 and shall be gasket seal joints, assembled as recommended by the pipe manufacturer. Unless otherwise specified, all pipe and fittings shall be push-on with snug fit elastomeric joints meeting tightness requirements of ASTM D-3212 and ASTM F477. Solvent cemented joints, assembled as recommended by the pipe manufacturer, shall be provided only where specifically indicated in the Plans, Specifications, and Special Provisions.

A8 Corrugated Polyethylene Pipe

Dual-Wall and Triple-Wall Corrugated Polyethylene Pipe (PE/HDPE) for gravity sewers shall conform to the requirements of AASHTO M-294 and Section 18 of the AASHTO Standard Specifications for Highway Bridges for storm sewer pipe sizes twelve inch (12") through sixty inch (60"). Joints shall be bell and spigot push-on type, soil-tight and watertight joints in accordance with ASTM D3212 and ASTM F477. Pipe manufacture, watertight joint testing, and installation shall conform to current MnDOT requirements, ASTM C969, and as indicated in the Plans, Specifications, and Special Provisions.

A9 Solid Wall High Density Polyethylene Pipe

Solid wall HDPE for pressure and gravity sewer pipes shall meet the requirements of 2611.2A4.

A10 Fiberglass Reinforced Pipe

Fiberglass Reinforced Pipe (FRP/GRP) for gravity sewers shall meet requirements of ASTM D3262 for Glass-Fiber-Reinforced Thermosetting Resin pipe, such as reinforced thermosetting-resin pipe (RTRP) and reinforced polymer mortar pipe (RPMP; natural polymers not included) for use in gravity-flow systems. The pipe shall be manufactured with polyester resin systems with a proven history of performance in this application.

The reinforcing glass fibers used to manufacture the components shall be of highest quality commercial grade E-glass filaments with binder and sizing compatible with impregnating resins.

Sand used to manufacture the pipe and fittings shall be minimum ninety eight percent (98%) silica sand with a maximum moisture content of two tenths of a percent (0.2%).

Pipe resin additives, such as curing agents, pigments, dyes, fillers, thixotropic agents, etc., when used, shall not detrimentally effect the performance of the products.

Gaskets shall be supplied by approved gasket manufacturers and be suitable for the service intended. Minimum pressure rating of gaskets shall be two hundred fifty (250) psi.

Unless otherwise specified, the pipe shall be field connected with fiberglass sleeve couplings that utilize elastomeric sealing gaskets made of EPDM rubber compound to provide watertight joints meeting the requirements of ASTM D4161. Joints at tie-ins, when needed, may utilize fiberglass, gasket-sealed closure couplings.

Fittings shall be capable of withstanding all operating conditions when installed. They may be contact molded or manufactured from mitered sections of pipe joined by glass-fiber-reinforced overlays. Properly protected standard ductile iron, fusion-bonded epoxy-coated steel and stainless steel fittings are allowed unless otherwise stated in the Special Provisions.

The actual outside diameter (eighteen inch (18") to forty eight inch (48")) of the pipes shall be in accordance with ASTM D3262. Other pipe diameter OD's shall be per manufacturer's literature.

Pipe shall be supplied in nominal lengths of twenty feet (20') except where noted otherwise on the drawings. Actual laying length shall be nominal ±1/4 inches. At least ninety percent (90%) of the total footage of each size and class of pipe, excluding special order lengths, shall be furnished in nominal length sections.

Pipe ends shall be square to the longitudinal pipe axis with a maximum tolerance of eight inch (1/8").

Pipe shall be marked identifying each pipe with the name of manufacturer, plant location, code date of manufacturer, nominal pipe size, pipe stiffness designation and ASTM D3262.

Service lateral connections (wye, tee, bend) to the sanitary sewer shall be as recommended by the main line sewer pipe manufacturer recommendation.

A11 Polypropylene Pipe

Corrugated Polypropylene Pipe (PP) for gravity sewers shall be Dual-Wall (six inch (6") to thirty inch (30") diameter) pipe conforming to ASTM F2736 and Triple Wall (thirty inch (30") to sixty inch (60") diameter) pipe conforming to ASTM F2764. Pipe joints shall be bell and spigot push-on type, soil-tight and watertight joints in accordance with ASTM D3212 and ASTM F477., and shall conform to the requirements of AASHTO M-294 and Section 18 of the AASHTO Standard Specifications for Highway Bridges for storm sewer pipe sizes twelve inch (12") through sixty inch (60"). Pipe manufacture, watertight joint testing, and installation shall conform to current MnDOT requirements, ASTM C969, and as indicated in the Plans, Specifications, and Special Provisions.

A12 Tracer Wire for Non-conductive Pipe

Tracer wire shall be installed along the length of all non-conductive mainline pipe, laterals, and services with vertical riser to the surface, at manholes, catch basins, stubs, laterals, services, and/or utility location boxes as required by the Special Provisions. Tracer wire shall be taped, clamped or affixed to the pipe in another manner as approved by the Engineer.

Splicing tracer wire shall be by mechanical split bolt type or a crimp type compression fitting fully encased in approved electrical insulation putty. A twelve inch (12") tracer wire loop shall be provided on each side of a spliced connection.

B Metal Sewer Castings

Metal castings for sewer structures such as manhole frames and covers, catch basin frames, grates and curb boxes, shall conform to the requirements of ASTM A-48 (Gray Iron Castings), subject to the following supplementary provisions:

(1) Casting assemblies or dimensions, details, weights, and class shall be as indicated in the detailed drawings for the design designation specified. Unless otherwise specified, the castings shall be Class 30 or better.

(2) Lid-to-frame surfaces on round casting assemblies shall be machine milled to provide true bearing around the entire circumference.

(3) Casting weight shall be not less than ninety five percent (95%) of theoretical weight for a unit cast to exact dimensions, based on four hundred forty two (442) pounds per cubic foot.

(4) A Certificate of Compliance shall be furnished with each shipment of castings stating that the materials furnished have been tested and are in compliance with the specification requirements.

(5) Unless otherwise specified, sanitary sewer manholes shall have self-sealing lids and concealed pick holes.

C Precast Concrete Manhole and Catch Basin Sections

Precast concrete riser sections and appurtenant units (grade rings, top and base slabs, special sections, etc.) used in the construction of manhole and catch basin structures shall conform with the requirements of ASTM C-478, MnDOT 2506 and the following supplementary provisions:

(1) The precast sections and appurtenant units shall conform to all requirements as shown on the detailed drawings.

(2) Joints of manhole riser sections shall be tongue and groove with rubber "O" ring or profile gaskets.

(3) Sanitary sewer inlet and outlet pipes shall be joined to the manhole with a gasketed, flexible, watertight connection, watertight boot, or any watertight connection arrangement approved by the Engineer that allows differential settlement of the pipe and manhole wall to take place.

(4) Air-entrained concrete shall be used in the production of all units. Air content shall be maintained within the range of five (5) to seven (7) percent (%).

(5) A Certificate of Compliance shall be furnished with each shipment of precast manhole and catch basin sections stating that the materials furnished have been tested and are in compliance with the specification requirements.

(6) Lift holes will not be permitted in precast manholes.

D Mortar

Mortar for use in masonry construction shall meet the requirements of MNDOT 2506.2B and ASTM C270.

E Concrete

Concrete used for cast-in-place masonry construction shall be produced and furnished in accordance with the provisions of MnDOT Specification 2461 for the mix design indicated in the Plans, Specifications, or Special Provisions. The requirements for Grade B concrete shall be met where a higher grade is not specified. Type 3, air-entrained, concrete shall be furnished and used in all structures having weather exposure.

2621.3 CONSTRUCTION REQUIREMENTS

A Installation of Pipe and Fittings

The Contractor shall take all necessary precautions to handle and install all pipe and appurtenances as recommended by the manufacturer, Engineer, Plans, Specifications, and the Special Provisions.

Installation of PVC pipe and fittings for pressure sewer and forcemains shall meet the requirements of 2611.3 for watermain class pipe.

A1 Inspection and Handling

Proper and adequate implements, tools, and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and convenient prosecution of the work. During the process of unloading, all pipe and accessories shall be inspected by the Contractor for damage. The Contractor shall notify the Engineer of all material found to have cracks, flaws or other defects. The Engineer shall inspect the damaged materials and have the right to reject any materials found to be unsatisfactory. The Contractor shall promptly remove all rejected material from the site. All materials shall be handled carefully, as will prevent damage to protective coatings, linings, and joint fillings; preclude contamination of interior areas; and avoid jolting contact, dropping, or dumping.

All work and materials are subject to tests by the Owner at such frequency as may be determined by the Engineer.

While suspended and before being lowered into laying position, each pipe section and appurtenant unit shall be inspected by the Contractor to detect damage or unsound conditions

that may need corrective action or be cause for rejection. The Contractor shall inform the Engineer of any defects discovered and the Engineer will prescribe the required corrective actions or order rejection.

Immediately before placement, the joint surfaces of each pipe section and fitting shall be inspected for the presence of foreign matter, coating blisters, rough edges or projections, and any imperfections so detected shall be corrected by cleaning, trimming, or repair as needed.

A2 Pipe Laying Operations

Trench excavation and bedding preparations shall proceed ahead of pipe placement as will permit proper laying and joining of the units at the prescribed grade and alignment without unnecessary deviation or hindrance.

All foreign matter or dirt shall be removed from the inside of the pipe and fittings before they are lowered into position in the trench and they shall be kept clean. The sewer materials shall be carefully lowered into laying position by the use of suitable restraining devices. Under no circumstances shall the pipe be dropped into the trench.

Unless otherwise permitted by the Engineer, bell and spigot pipe shall be laid with the bell ends facing upgrade and the laying shall start on the downgrade end and proceed upgrade. As each length of bell and spigot pipe is placed in laying position, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

Connection of pipe to existing lines or previously constructed manholes or catch basins shall be accomplished as shown in the Plans or as otherwise approved by the Engineer. Where necessary to make satisfactory closure or produce the required curvature, grade or alignment, deflections at joints shall not exceed that which will assure watertight joints and shall comply with the pipe manufacturer recommendations.

Entrance of foreign matter into pipeline openings shall be prevented at all times to the extent that suitable plugs or covering can be kept in place over the openings without interfering with the installation operations.

Installation of thermoplastic pipe shall conform to ASTM D-2321; FRP/GRP pipe to ASTM D3839, and the manufacturers' recommendations; ASTM A798 for CS pipe.

A3 Connection and Assembly of Joints

All pipe and fitting joints shall fit tightly and be fully closed. Spigot ends shall be marked as necessary to indicate the point of complete closure. All joints shall be soil tight and watertight in all sanitary sewer and storm sewer pipe.

A4 Bulkheading Open Pipe Ends

All pipe and fitting ends left open for future connection shall be bulkheaded by approved methods prior to backfilling. Unless otherwise specified or approved, all openings of twenty four inches (24") in diameter or less shall be closed off with prefabricated plugs or caps and all openings larger than twenty four inches (24") in diameter shall be closed off with masonry bulkheads.

Prefabricated plugs and caps shall be of the same material as the pipe material, or an approved alternate material, and they shall be installed with watertight seal as required for the pipeline joints. Masonry bulkheads shall be constructed with clay or concrete brick to a wall thickness of eight inches (8").

Bulkheads installed for temporary service during construction may be constructed with two inch (2") timber planking securely fastened together and adequately braced, as an alternate to the masonry construction.

B Appurtenance Installations

Appurtenance items such as aprons, trash guards, gates and castings shall be installed where and as required by the Plans and in accordance with such standard detail drawings or supplementary requirements as may be specified.

Casting assemblies installed on manhole or catch basin structures shall be set in a full mortar bed and be adjusted to the specified elevation without the use of shims or blocking.

Sewer aprons shall be subject to all applicable requirements for installation of pipe. All aprons and outfall end sections shall have the last three (3) sections tied. Two (2) tie bolt fasteners shall be placed in each of the last three joints, one on each side of top center at the sixty (60 degree point (from vertical). Tie bolt diameter shall be: 1/2 inch for 12" to and including 21" pipe; 5/8 inch for 24" to and including 36" pipe; 3/4 inch for 42" to and including 54" pipe; and 1" for 60" and larger pipe. The tie bolts shall be of a design approved by the Engineer.

C Sewer Service Installations

Main sewer service connections and building service sewer pipe shall be installed as provided for in the Contract and as may be directed by the Engineer. The sewer service connections and pipe lines shall be installed in conformance with all applicable requirements of the main sewer installation and as more specifically provided for herein.

The Engineer, with the assistance of the Contractor, shall keep accurate records of all service installations as to type, location, elevation, point of connection and termination, etc. This service record shall be maintained jointly by the Contractor and Engineer on forms provided by the Engineer. The service installations shall not be backfilled until all required information has been obtained and recorded.

The main sewer service connection shall consist of installing a Branch Tee or Wye section in the main sewer line at designated locations or providing an insert type Saddle Tee or Wye fitting in a pipe cut-out where specified. Orientation of service connection fitting shall be as shown in the standard drawings unless otherwise directed by the Engineer.

Where the depth of cover over the main sewer invert is greater than fifteen (15) feet (or such other maximum as may be indicated), the service connection shall be extended upward by means of a Service Riser Section.

Unless otherwise specified, service pipe shall be installed at right angles to the main sewer and at a straight line grade to the property line. The standard and minimum grades shall be a uniform rise of one inch (1") in four feet (4') (two percent (2%)) for sanitary service lines and one

inch (1") in eight feet (8') (one percent (1%)) for storm sewer service lines. These minimum grades may be reduced (by not more than one-half (1/2) pitch) where the Engineer so approves in the case of restrictive elevation differences.

Building service pipe lines shall generally be kept as deep as required to serve the building elevation and maintain the specified minimum pipe grades. Pipe bends shall be provided as necessary to bring the service lines to proper location and grade. Pipe bends shall not exceed twenty two and one half (22-1/2) degrees without approval of the Engineer.

Unless otherwise indicated, service pipe installation shall terminate at property line or as designated on the Plans, with a gasketed plug placed in the end, at which point the Contractor shall furnish and set a four inch by four inch (4" x 4") wooden timber six feet (6') to eight feet (8') in length embedded four feet (4') below grade, or approved steel post to mark the exact end of pipe. The timber or post shall be set vertically, with the top two feet (2') painted green.

Wherever service line connections to the main sewer are permitted or required to be made by the open cut-out method in the absence of a built-in Tee or Wye fitting, the connection shall be made by using an approved type of Saddle Tee or Wye fitting. The pipe cut-out shall be made with an approved type coring machine or by other approved methods producing a uniform, smooth circular cut-out as required for proper fit. The cut-out discs shall be retrieved and shall not be allowed to remain within the main sewer pipe. The Saddle Tee shall be securely fastened to the main sewer pipe by means of epoxy resin or other approved adhesive. The entire connection fitting shall be encased in concrete to a minimum thickness of six inches (6") and as may be shown in the standard drawings.

Wherever service line connections to the main sewer are required to be made by means of built-in Branch Tee or Wye fittings, the Contractor shall, in the absence of such fitting, remove a section of the main sewer pipe and replace it with the required Branch Tee or Wye section connected by means of an approved sleeve coupling.

Sanitary sewer service lines shall not be connected to a manhole at an elevation more than twenty four inches (24") above the crown of the outgoing sewer. Where the elevation difference is greater than twenty four inches (24"), the connection shall be made by means of an Outside Drop Connection in accordance with the details shown in the standard drawings.

All pipe and fitting openings at temporary terminal points shall be fitted with suitable plugs or shall be bulkheaded as required for the main sewer pipe.

D Manhole and Catch Basin Structures

Manholes, catch basins, and other special access structures shall be constructed at designated locations as required by the Plans and in accordance with any standard detail drawings or special design requirements given therefor.

Unless otherwise specified or approved, storm sewer manholes and catch basins shall be constructed on a precast or cast-in-place concrete base and the barrel riser sections, and cone section shall all be of precast concrete. Sanitary sewer manholes shall be constructed with precast concrete integral base with pre-formed invert barrel section and with watertight boots at all pipe locations. All units shall be properly fitted and sealed to form a completely watertight structure. Manholes and catch basin structures shall be fabricated to provide a twelve inch (12") or sixteen inch (16") barrel section immediately below the cone or top slab whenever possible.

Barrel and cone height shall be such as to permit placement of at least two (2) and not more than six (6) standard two-inch (2") precast concrete or high density polyethylene adjusting immediately below the casting assembly. Sanitary manhole adjustment rings and casting flange shall be fitted with specified method/materials as indicated in the Special Provisions to reduce inflow and infiltration. Storm sewer manhole and drainage structure adjustment rings and casting flange shall be wrapped with a Type 2 Geotextile fabric meeting MnDOT 3733.

Unless otherwise specified or approved, manholes and catch basins shall have an inside barrel diameter at the bottom of forty eight inches (48") minimum and the inside diameter at the top of the cone section and all adjusting rings shall be of the same size and shape as the casting frame. Casting assemblies shall be as specified in the Plans

Concrete cast-in-place base shall be poured on undisturbed or firmly compacted foundation material which shall be trimmed to proper elevation. The bottom riser section shall be set in fresh concrete or mortar and all other riser section joints of the tongue and groove design shall be sealed with rubber gaskets. The concrete base under an outside drop connection shall be monolithic with the manhole base.

Wherever special designs so require or permit, and as may be approved by the Engineer, a precast concrete base may be used or the structure may be constructed with solid sewer brick or block units or with cast-in-place concrete. Any combination of cast-in-place concrete and brick or block mortar construction will be allowed and may be required where it is impossible to complete the construction with standard precast manhole sections.

All manhole and catch basin structure doghouses shall be completely filled with mortar, concrete masonry, or concrete to completely seal the pipes into the structure wall. When formed inverts are specified, the inside bottom of each manhole and catch basin shall be shaped with fresh concrete to form free flow invert troughs.

When connecting to an existing sanitary sewer manhole without an existing opening for sewer pipe, the Contractor shall be required to core-drill an opening of the correct size and elevation for the proposed sanitary sewer facility. The Contractor shall set the connecting pipe through the full thickness of the wall flush with the inner face of the wall. Connection to the structure shall be made with a watertight joint, by means of a rubberized boot. The Contractor shall ensure the flow line of the manhole is constructed in a manner to provide steady flow from the new sanitary line to the existing sanitary line. The flow line and the core-drilled hole are to be grouted smooth. The Contractor shall install a plug in the connecting pipe once the connection is complete and construction has advanced to the next manhole to prevent rainwater or sediment from entering the existing system. The plug shall be removed once all the proposed sanitary sewer mains on the project have been installed, tested, inspected, and approved.

E Sanitary Sewer Leakage Testing

All sanitary sewer lines, including service connections, shall be substantially watertight and shall be tested for excessive leakage upon completion and before connections are made to the service by Others. Each test section of the sewer shall be subjected to exfiltration testing, either by hydrostatic or air test method as described below and at the Contractor's option. The requirements set forth for maximum leakage shall be met as a condition for acceptance of the sewer section represented by the test.

If the ground water level is greater than three feet above the invert elevation of the upper manhole and the Engineer so approves, infiltration testing may be allowed in lieu of the exfiltration testing, in which case the allowable leakage shall be the same as would be allowed for the Hydrostatic Test.

All testing shall be performed by the Contractor without any direct compensation being made therefore, and the Contractor shall furnish all necessary equipment and materials, including plugs and standpipes as required.

E1 Air Test Method

E1a Gravity Sewers

All gravity sanitary sewer lines, including service connections, shall be substantially watertight and shall be tested for excessive leakage upon completion and before connections are made to the service by Others. Each test section of the sewer shall be subjected to exfiltration testing by the ASTM F1417 (low pressure air) test method regardless of pipe material.

The requirements set forth for maximum leakage shall be met as a condition for acceptance of the sewer section represented by the test. All testing shall be performed by the Contractor without any direct compensation being made therefore, and the Contractor shall furnish all necessary equipment and materials, including plugs and standpipes as required.

The sewer pipe section under test shall be clean at the time of testing but the pipe may be wetted. Pneumatic balls shall be used to plug the pipe ends at manholes. Low pressure air shall be introduced to the plugged line until the internal air pressure reaches three and one half (3.5) psi greater than the average back pressure of any ground water pressure that may submerge the pipe. At least two (2) minutes shall be allowed for the air temperature to stabilize before readings are taken and the timing started. During this time the Contractor shall check all plugs to detect plug leakage. If plugs are found to leak, air shall be bled off, the plugs shall be retightened, and the air shall be reintroduced into the line.

The sewer section under test will be accepted as having passed the air leakage test when the rate of air loss as measured by pressure drop, does not exceed a specified amount in a specified time. Pressure drop may be determined by using the table below, or calculated by use of the formulas provided below.

TABLE

Minimum Specified Time Required for a 0.5 psig Pressure Drop for Size and Length of Pipe Indicated for Q = 0.0015 CFM/SF

Pipe Diameter (Inches)	Minimum Time (Min:Sec)	Length for Min. Time (Feet)	Time for increased Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)							
				100 Ft.	150 Ft.	200 Ft.	250 Ft.	300 Ft.	350 Ft.	400 Ft.	450 Ft.
4	1:53	597	0.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	0.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51.	3:12
8	3:47	298	0.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	28:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
*27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:18	50:30	57:42	64:54
*30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:131	80:07
*33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57
*36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23

*NOTE - Consult with pipe and appurtenance manufacturer for maximum test pressure for pipe size greater than twenty four inches (24") in diameter.

FORMULA

The formula below calculates the specified minimum time required for a **1.00 psig pressure drop** from a starting pressure of 3.5 psig to a final pressure of 2.5 psig using a leakage rate of 0.0015 cubic feet/minute/square foot of internal surface.

Calculate all test times by the following formula:

T= 0.085 DK/Q

where:
T = shortest time allowed for the **air pressure to drop 1.0 psig**, sec.
K = 0.000419 DL but not less than 1.0,
Q = leak rate = 0.0015 CFM/SF,
D = measured average inside diameter of sewer pipe, in., and
L = length of test section, ft.

E2 Hydrostatic Test Method

E2a Gravity Sewers

After bulkheading the test section, the pipe shall be subjected to a hydrostatic pressure produced by a head of water at a depth of three feet (3') above the invert elevation of the sewer at the upstream manhole of the test section. In areas where ground water exists, this head of water shall be three feet (3') above the existing water table.

The water head shall be maintained for a period of one (1) hour during which time it will be presumed that full absorption of the pipe body has taken place, and thereafter for an extended period of one (1) hour the water head shall be maintained as the test period. During the test

period, the measured water loss within the test section, including service stubs, shall not exceed an infiltration / exfiltration rate of thirty five (35) gallons / inch diameter / mile / day.

If measurements indicate exfiltration within a test action section is not greater than the allowable maximum, the section will be accepted as passing the test.

E2b Pressure Sewers

For sewers designated as pressure pipe sewers, the sewer shall be subjected to hydrostatic testing under 2611.3G Hydrostatic Testing of Watermains, except the hydrostatic testing pressure shall be two (2) times the maximum design operating pressure, but not less than one hundred (100) psig and the duration of the test shall be one hour.

E3 Test Failure and Remedy

In the event of test failure on any test section, testing shall be continued until all leakage has been detected and corrected to meet the requirements. All repair work shall be subject to approval of the Engineer. Introduction of sealant substances by means of the test water will not be permitted.

Unsatisfactory repairs or test results may result in an order to remove and replace pipe as the Engineer considers necessary for test conformance. All repair and replacement work shall be at the Contractor's expense.

F Deflection Test

Deflection tests shall be performed on all plastic gravity sewer pipes. The test shall be conducted after the sewer trench has been backfilled to the desired finished grade and has been in place for thirty (30) days.

The deflection test shall be performed by pulling a rigid ball or nine-point mandrel (MnDOT Technical Memorandum 98-24-B-01 or latest revision) through the pipe without the aid of mechanical pulling devices. The ball or mandrel shall have a minimum diameter equal to ninety five percent (95%) of the actual inside diameter of the pipe. The maximum allowable deflection shall not exceed five percent (5%) of the pipe's internal diameter. The line will be considered acceptable if the mandrel can progress through the line without binding. The time of the test, method of testing, and the equipment to be used for the test shall be subject to the approval of the Engineer.

All testing shall be performed by the Contractor at his expense without any direct compensation being made therefore, and he shall furnish all necessary equipment and materials required.

F1 Test Failure and Remedy

In the event of test failure on any test section, the section shall be replaced, with all repair work subject to approval of the Engineer. The replaced section shall be retested for leakage and deflection in conformance with the specifications contained herein. All repairs, replacement, and retesting shall be at the Contractor's expense.

G Televising

Sewer line televising may be required by the Engineer, at the cost of the Contractor, if visual inspection, leakage testing, or deflection testing indicate the sewer has not been constructed in accordance with these specifications and the requirements of the Plans, Specifications, and Special Provisions.

2621.4 METHOD OF MEASUREMENT

All items will be measured separately according to design designation as indicated in the Pay Item name and as may be detailed and defined in the Plans, Specifications, or Special Provisions.

Complete-in-place items shall include all component parts thereof as described or required to complete the unit, but excluding any excesses covered by separate Pay Items. Linear measurement of piping will include the running length of any special fittings (tees, wyes, elbows, gates, etc.) installed within the line of measure between specified terminal points.

A Sewer Pipe

Sewer pipe of each design designation will be measured by length in linear feet along the line of pipe. Terminal points of measurement will be the pipe end at free outlets; the point of connection with in-place pipe; the center of manholes or catch basins; the point of centerline intersections at branch fittings; or the point of juncture with other appurtenances or units as defined.

Separation of quantities according to "depth zone classification", when so designated in the Pay Item, will be determined by depth of pipe invert below the ground surface profile.

B Manholes

Manholes of each design designation will be measured by number of each constructed complete-in-place, including the base and castings as required, but excluding any excess depth greater than eight feet (8') measured from top of manhole cover to invert elevation of lowest pipe.

Excess manhole depth of each design designation will be measured by the linear foot difference in depth between the eight feet (8') allowed as standard and the actual increased depth as constructed.

C Catch Basins

Catch basins of each design designation will be measured by number of each constructed complete-in-place, including the base and castings as required, but excluding any excess depth greater than five feet (5') measured from top of grate (low point) to invert elevation of lowest outlet pipe.

Excess catch basin depth of each design designation will be measured by the linear foot difference in depth between the five feet (5') allowed as standard and the actual increased depth as constructed.

D Outside Drop Connection

Outside drop connections of each design will be measured by linear foot constructed complete-in-place, and shall include granular encasement, fittings, any special piping required, including coring holes and watertight boots for existing manholes for the drop connection. Measurement shall be made vertically from the invert of the lower outside drop invert to the upper outside drop invert.

E Service Connection

Service Connections of each design will be measured by number of each constructed complete-in-place as specified.

F Service Pipe

Service pipe of each design will be measured separately by length in linear feet, horizontally along the line of installation, between the service end and the point of juncture with the main pipe connection fitting.

G Special Pipe Fittings

Special pipe fittings (wyes, tees, bends, etc.) of each design designation will be measured by number of each installed complete-in-place as specified, but excluding any such fittings required to be installed as a component part of any other Work Unit.

H Appurtenant Items

Appurtenant items such as aprons, trash guards, gates and other prefabricated units or assemblies as identified by Pay Item name will be measured separately by number of each installed complete-in-place as specified.

2621.5 BASIS OF PAYMENT

Payment for sewer pipe and service pipe items at the Contract prices per linear foot of pipe of each design shall be compensation in full for all costs of providing a complete-in-place pipeline, including excavation, foundation preparation, backfilling, leakage testing, restoration of surface improvements, disposal of surplus or waste materials, final cleanup, and such other work as may be specified, but excluding the construction of other structures or special sections and the placement of special fittings, appurtenances or materials specifically designated for payment under other Contract Items.

Payment for manhole, catch basin, outside drop connection, service connection, and other structures as specified, at the Contract prices per structure, shall be compensation in full for all costs of constructing each unit complete-in-place as specified, including all required castings, special fittings, base or encasement, and appurtenant materials as specified for the complete structure or section, but excluding such additional work as may be designated for payment under other Contract Items.

Where the specified standard manhole, catch basin, or outside drop connection depths are exceeded, the excess depth of each design will be paid for separately as linear footage items

and payment at the Contract prices therefor shall be compensation in full for all costs of providing the extra depth.

Special pipe fittings such as wyes, tees and bends will be paid for as separate Contract Items to the extent they are required to be installed in the sewer pipe and service pipe lines and not as a component part of a complete-in-place structure (outside drop connections, service connections, etc.)

Appurtenant items such as aprons, trash guards, drainage gates, and other prefabricated units or assemblies and specials as designated will be paid for as separate Contract Items to the extent they are not included as a component part of any complete-in-place structure.

SECTION 2631 CIPPS – STANDARD SPECIFICATIONS FOR SEWER PIPE REHABILITATION WITH CURED IN-PLACE PIPE SYSTEMS (CIPPS)

2631.1 CIPPS DESCRIPTION

A General

This work shall consist of the rehabilitation of pipelines and conduits by the installation of a resin-impregnated flexible tube Cured-In-Place Pipe System (CIPPS). The rehabilitation of pipelines shall be constructed by the installation of a resin-impregnated flexible tube which, when cured, shall be continuous and tight-fitting throughout the entire length of the original pipe. The CIPP shall extend the full length of the original pipe and provide a structurally sound, joint less and watertight new pipe within the existing pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor.

Neither the CIPP system, nor its installation, shall cause adverse effects to any downstream facilities. The use of the product shall not result in the formation or production of any detrimental compounds or by-products that may affect downstream structures, pups, pipe, equipment and wastewater treatment facilities. The Contractor shall notify the Engineer and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses, and residents.

The use of the term "Plans, Specifications, and Special Provisions" within this specification shall be construed to mean those documents which compliment, modify, or clarify these specifications and are an enforceable component of the Contract Documents.

All references to MnDOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation “Standard Specifications for Construction”, and all supplements and amendments thereto, published prior to the date of advertisement for bids.

All references to other Specifications of AASHTO, ASTM, ANSI, AWWA, etc. shall mean the latest published edition available on the date of advertisement for bids.

The following specifications have been referenced in this Specification:

ASTM - F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

ASTM - F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube

ASTM - D543 Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents

ASTM - D638 Standard Test Method for Tensile Properties of Plastics

ASTM - D790 Standard Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials

ASTM - D792 Standard Test Methods for Density and Specific Gravity of Plastics by displacement.

ASTM - F2019-03 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)

ASTM - D2122-98(2004) Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

ASTM - D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics

ASTM - D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

B Qualifications

The Contractor shall be responsible for all aspects of the design of the liner pipe. The Contractor shall guarantee that the installed liner is capable of sustaining outside loads, resist chemical attack that normally occurs in sanitary and storm sewer systems, and will maintain hydraulic characteristics over a fifty (50) year design life.

Unless provided otherwise in the plans or Special Provisions, the existing sewer pipe shall be considered to be in a fully deteriorated condition, is not structurally sound, and cannot support soil and live loads. The cured-in-place pipe shall be designed to support hydraulic, soil, and live loads.

The sewer products are intended to have a fifty (50) year or greater design life, and in order to minimize the Owner's risk, only proven products with substantial successful long term track records will be approved.

B1 Manufactured Products and Installation

Contractors must meet all of the following criteria:

a. For a Product to be considered acceptable, a minimum of 100,000 linear feet or two hundred fifty (250) manhole-to-manhole line sections of successful wastewater collection system installations in the U.S. must be documented to the satisfaction of the Engineer. In addition, at least 50,000 linear feet of the product shall have been in successful service within the State for a minimum of five (5) years.

b. The Contractor's personnel must satisfy all insurance, financial, and bonding requirements of the Owner, and must have had at least 5 (five) years active experience in the commercial installation of the product bid. In addition, the Contractor's personnel must have successfully installed at least 100,000 feet of the same product bid. The Field Supervisor/Foreman shall have a minimum five (5) years as a foreman/superintendent for a cured-in-place lining crew (installing actual

product included with this bid/proposal), and a minimum of 100,000 lineal feet of cured-in-place lining, diameters up to and including twenty-four inches (24") installed under his/her supervision. Such experience shall include the actual product, by trade name, Contractor proposes to install. Acceptable documentation of these minimum installations must be submitted to the Engineer.

c. Sewer rehabilitation products submitted for approval must provide Third Party Test Results supporting the long term performance and structural strength of the product and such data shall be satisfactory to the Engineer. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be approved without independent third party testing verification.

2631.2 CIPPS MATERIALS

A General

All materials required for this work shall be new material conforming to requirements of the referenced specifications for the class, kind, type, size, grade, and other details indicated in the Contract. Unless otherwise indicated, all required materials shall be furnished by the Contractor. If any options are provided for, as to type, grade, or design of the material, the choice shall be limited as may be stipulated in the Plans, Specifications, or Special Provisions.

All manufactured products shall conform in detail to such standard design drawings as may be referenced or furnished in the Plans. Otherwise, the Owner may require advance approval of material suppliers, product design, or other unspecified details as it deems desirable for maintaining adopted standards.

All materials shipped to the project site shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with written recommendations of the CIPP manufacturer to avoid damage. Damage includes but is not limited to, gouging, abrasion, flattening, cutting, puncturing, and ultra-violet (UV) degradation. All damaged materials shall be promptly removed from the project site at no cost to the Owner. On site material storage locations shall be approved by the Engineer.

A1 CIPPS Fabric Tube

The CIPPS fabric “Tube” shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass or fiberglass and meet the requirements of ASTM F 1216, ASTM F 1743, ASTM D 5813 & ASTM F2019. The fabric Tube shall be capable of absorbing and carrying resins, manufactured to withstand installation pressures and curing temperatures, have sufficient strength to bridge missing pipe segments, and stretch to fit irregular pipe sections.

The fabric Tubes shall have a uniform thickness that when compressed at installation pressures will equal the specified nominal tube thickness.

The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference and length of the original pipe. Allowance shall be made for

circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be allowed.

The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.

No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the felt fabric and the activated resin containing a colorant. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No materials shall be included in the tube that is subject to delamination in the CIPPS.

The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.

Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813. The outside of the fabric tube shall be marked every five feet (5') with the name of the manufacturer or CIPP system, manufacturing lot and production footage.

The nominal fabric tube wall thickness shall be constructed to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216, ASTM F1743 or F2019, the physical properties herein, and those, which are to be utilized in the design of the CIPP for this application. The resin shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.

A2 CIPPS Structural Requirements

The physical properties and characteristics of the finished liner will vary considerably, depending on the types and mixing proportions of the materials used, and the degree of cure executed. It shall be the responsibility of the Contractor to control these variables and to provide a CIPP system which meets or exceeds the minimum properties specified herein:

1. The CIPP shall be designed as per ASTM standards. The CIPP design shall assume no bonding to the original pipe wall.

2. The design engineer shall set the long term (fifty (50) year extrapolated) Creep Retention Factor at thirty three percent (33%) of the initial design flexural modulus as determined by ASTM D-790 test method. This value shall be used unless the Contractor submits long term test data (ASTM D2990) to substantiate a higher retention factor.

3. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two (2) layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.

Minimum Physical Properties: The cured pipe material (CIPP) shall, at a minimum, meet or exceed the structural properties, as listed in the table below.

Property	Test Method	Cured Composite Per ASTM F1216	Cured Composite Per Design
Flexural Modulus Of Elasticity (Short Term)	ASTM D-790	250,000 Psi	Contractor Value
Flexural Strength (Short Term)	ASTM D-790	4,500 Psi	Contractor Value

The required structural CIPP wall thickness shall be based as a minimum, on the physical properties listed above and in accordance with the Design Equations in the appendix of ASTM F 1216, and the following design parameters:

Design Safety Factor	2.0 (1.5 For Pipes 36” Or Larger)
Creep Retention Factor	33%
Ovality	2% Or As Measured By Field Inspection
Constrained Soil Modulus	Per AASHTO LRFD Section 12 And AWWA Manual M45
Groundwater Depth	As Specified Or Indicated On The Plans
Soil Depth (Above The Crown)	As Specified Or Indicated On The Plans
Live Load	H20 Highway
Soil Load (Assumed)	120 Lb/Cu. Ft.
Minimum Service Life	50 Years

The Contractor shall submit, prior to installation of the lining materials, certification of compliance with these specifications and/or the requirements of the pre-approved CIPP system.

Certified material test results shall be included that confirm that all materials conform to these specifications. Materials not complying with these requirements will be rejected.

CIPP Short-Liners or segmental liners shall be of the same materials and meet the structural requirements of the full CIPP Tube liner.

A3 Material Testing Requirements

1. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical testing requirements.

2. Hydraulic Capacity - Overall, the hydraulic profile shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

3. CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in above have been achieved in previous field applications. Samples for this project shall be made and tested as described herein.

2631.3 CIPPS CONSTRUCTION REQUIREMENTS

The Contractor shall clean the interior of the existing host pipe prior to installation of the CIPP liner. All debris and obstructions that will affect the installation and the final CIPP product shall be removed and disposed of. The CIPP liner shall be constructed of materials and methods, that when installed, shall provide a joint less and continuous structurally sound liner able to withstand all imposed static and dynamic loads on a long-term basis.

A Installation of CIPPS

A1 Access

It will be the responsibility of the Owner to locate and designate all manhole access points open and accessible for the work, and provide rights of access to these points. If a street must be closed to traffic because of the orientation of the sewer, the Contractor shall institute the actions necessary to do this for the mutually agreed time period. Traffic Control shall be the responsibility of the Contractor and shall conform to the latest revision of the MMUTCD and other provisions of this specification herein. The Contractor shall keep the roadway open to traffic at all times unless given prior approval by the Engineer.

A2 Water Usage

Water is available from the City at designated locations for cleaning, inversion, and other work items requiring water. Use of an approved double check backflow assembly shall be required. The Contractor shall provide his own approved assembly. The Contractor may use City water

but shall inform the Public Works Department of such use and obtain a meter for documenting water usage. No fees will be charged for water.

A3 Cleaning of Sewer Lines

The Contractor shall remove all internal debris from the pipe line that will interfere with the installation and the final product delivery of the CIPP as required in these specifications. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed. As applicable the contractor shall either plug or install a flow bypass pumping system to properly clean the pipe lines. The Contractor shall ensure that no debris is transferred downstream during cleaning operations. The Contractor shall use a vacuum vehicle or similar means to remove debris during cleaning operations. Precaution shall be taken, by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor. Disposal of the cleaning debris shall be in accordance with local, State and Federal Law and shall be incidental to the CIPPS.

A4 Bypassing Wastewater

The Contractor shall provide a by-pass for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for CIPP installation. Installation of the liner shall not begin until the Contractor has installed a sewage by-pass system and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows. Once the lining process has begun, existing sewage flows shall be maintained, until the resin/felt tube composite is fully cured, cooled down, fully televised and the CIPP ends finished. The Contractor shall coordinate sewer bypass and flow interruptions with the Engineer at least fourteen (14) days in advance and with the property owners and businesses at least three (3) business days in advance. The pump and bypass lines shall be of adequate capacity and size to handle peak flows. The Contractor shall submit a detail of the bypass plan and design to the Engineer prior to proceeding with any CIPP installation. Compensation for by-pass pumping and all associated plans and approvals shall be included in the price bid for CIPPS Installation.

A5 Inspection of Pipelines

Inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television. The interior of the pipeline shall be carefully inspected to determine the location of any conditions which may prevent proper installation of the CIPPS into the pipelines and it shall be noted so that these conditions can be corrected. A videotape and suitable log shall be kept for later reference by the Owner. The Owner has copies of a video inspection of the sewers to be relined, and these are available for prospective bidders. However, since the deterioration of sewer is an ongoing process, and roots, solids, and deposits can accumulate over time, the Contractor shall base the design of the liner on inspections made immediately prior to installation.

A6 Line Obstructions

It shall be the responsibility of the Contractor to clear the line of obstructions such as solids and roots that will prevent the insertion of CIPP. If pre-installation inspection reveals an obstruction such as a protruding service connection, dropped joint, or a collapse that will prevent the

inversion process, that was not evident on the pre-bid video and it cannot be removed by conventional sewer cleaning equipment, if directed by the Owner, the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item.

A7 Public Notification

The Contractor shall make every effort to maintain service usage throughout the duration of the project. In the event that a service will be out of service, the maximum amount of time of no service shall be eight (8) hours for any property served by the sewer. A public notification program shall be implemented, and shall as a minimum, require the Contractor to be responsible for contacting each home or business connected to the sanitary sewer and informing them of the work to be conducted, and when the sewer will be off-line. The Contractor shall also provide the following:

1. Written notice to be delivered to each home or business the day prior to the beginning of work being conducted on the section, and a local telephone number of the Contractor they can call to discuss the project or any problem which could arise.

2. Personal contact with any home or business, which cannot be reconnected within the time stated in the written notice.

The Contractor shall be responsible for confirming the locations of all branch service connections prior to installing and curing the CIPP.

A8 Liner Installation

CIPP installation shall be in accordance with the applicable ASTM standards with the following modifications:

1. The wet-out tube shall be positioned in the pipeline using the method specified by the manufacturer. Care should be exercised not to damage the tube as a result of installation. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction.

2. Prior to installation and as recommended by the manufacturer remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner and/or host pipe interface temperature shall be monitored and logged during curing of the liner.

3. Curing shall be accomplished by utilizing the appropriate medium in accordance with the manufacturer’s recommended cure schedule. The curing source or in and output temperatures shall be monitored and logged during the cure cycles. The manufacturer’s recommended cure schedule shall be used for each line segment installed, and the liner wall thickness and the existing ground conditions with regard to temperature, moisture level, and thermal conductivity of soil, per ASTM as applicable, shall be taken into account by the Contractor.

4. The Contractor shall remove protruding taps to the inside wall of the pipe. In no case shall the pipe be less than ninety five percent (95%) open to flow.

A9 Resin Impregnation

The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall. A vacuum impregnation process shall be used. To insure a through wet-out, the point of vacuum shall be no further than twenty five feet (25') from the point of initial resin introductions. After vacuum in the tube is established, the vacuum points shall be no further than seventy five feet (75') from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular to the longitudinal axis of the tube as possible. A roller system shall be used to uniformly distribute tie resin throughout the tube. If the Installer proposes an alternate method of resin impregnation, the method must produce the same results and the method approved by the Engineer.

A10 Cool Down

The Contractor shall cool the CIPP in accordance with the manufacturer's recommendations. Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP System manufacturer's recommendations.

A11 Finishing Operations

The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe. Any defect, which will or could affect the structural integrity or strength of the linings, shall be repaired at the Contractor's expense. The beginning and end of the CIPP shall be sealed to the existing host pipe. The sealing material shall be compatible with the pipe end and shall provide a watertight seal. If any of the service connections leak water between the host pipe and the installed liner, the connection mainline interface shall be sealed to provide a watertight connection. If the wall of the CIPP leaks, it shall be repaired or removed and replaced with a watertight pipe as recommended by the manufacture of the CIPP system.

At all points where the liner pipe has been exposed (such as service connection fittings, or other points where the old pipe must be removed), the liner pipe and fittings shall be encased in cement-stabilized sand or other high density material as specified by the Engineer to prevent deflection due to difference in subsidence. After the encasement material is in place and accepted by the Engineer, backfill is placed and compacted to require finish grade in accordance with the specifications. Particular care should be taken to ensure compaction of earth beneath the lateral/service pipe in order to reduce subsidence and resultant bending at the lateral connection at the sewer main.

A12 Manhole Connections

A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP shall be applied at manhole walls in accordance with the CIPP System manufacturer's recommendations.

A13 Reconnections of Existing Services

Services shall be identified by the Contractor prior to lining work. After the pipe has been reconstructed and tested, the service connections shall be reconnected. It is the Contractor's responsibility to make sure that all service connections are reconnected, unless otherwise directed by the Engineer. A CCTV camera and remote cutting tool shall be used for internal reconnections. The machined opening shall be at least ninety five percent (95%) of the service connection opening and the bottom of both openings must match. The opening shall not be more than one hundred percent (100%) of the service connection opening.

The edges of the opening shall not have pipe fragments or liner fragments, which may obstruct flow or snag debris. In the event that service reinstatements result in openings that are greater than one hundred percent (100%) of the service connection opening, the Contractor shall install a CIPP type repair, sufficiently in size to completely cover the over-cut service connection. No additional compensation will be paid for the repair of over-cut service connections. Discs of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Discs shall not be allowed to pass through the system.

A14 CIPP Short-Liner

The CIPP short-liner shall meet the requirements of the full length CIPP liner and the following:

1. The Short-Liner shall be inserted into the existing sewer line with a power winch and steel cable attached to the end of the liner by use of an appropriate pulling head. Length of the liner to be inserted at any one time shall be governed by the length of the section in need of repair or the maximum length of the installation equipment considering the size and condition of the sewer.

2. A mobile installation unit shall be brought to the site ready to process the liner. The installation unit shall contain heat generating equipment, CCTV facility and other auxiliary miscellaneous equipment necessary for controlling processing of the Short-Liner pipe. The equipment shall be positioned next to the point of entry with minimum obstruction to the other side activities and shall be operated by trained personnel only.

3. The pressure shall be increased to compensate for the heating-cooling transition and it shall be maintained until the temperature at the lowest critical point is 100º F (38º C). This shall constitute completion of the Short-Liner pipe processing. The pipe within the pipe shall be tight fitting and adapted to the existing sewer pipe.

B TESTING AND INSPECTION

B1 Testing

CIPP samples shall be prepared and tested in accordance with ASTM F1216, Section 8.1, using either method proposed. Leakage testing of the CIPP shall be accomplished during cure while under a positive head. CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid (e.g., a removable bladder) must be tested by an alternative method approved by the Engineer.

B2 Inspection

Visual inspection of the CIPP shall be in accordance with ASTM F1216, Section 8.4. The relined pipe shall be continuous without joints through the entire pipe length. The liner shall be free of all visible defects except those resulting from pre-lined conditions which the Contractor has noted prior to lining. There shall be no pits, pinholes, cracks, or crazing, and the surface shall be smooth and free of waviness throughout the pipe. Any defects shall be repaired by the Contractor with no expense to the Owner. Where leakage is observed through the wall of the pipe, the contractor shall institute additional testing including but not limited to air testing, localized testing and any other testing that will verify the leak proof integrity of the installed CIPP to the satisfaction of the Owner.

B3 Televising

Prior to final acceptance of any sanitary sewer relining including short-liners, the Contractor shall inspect by means of remote closed circuit television equipment the entire segment of sanitary sewer, manhole-to manhole. Sewer shall be cleaned prior to inspection. A videotape of the inspection shall be furnished to the City. The following conditions shall apply to the sewer acceptance TV inspection:

1. The videotape shall be in a format to be decided by the Owner, that creates high quality picture and sound and shall be recorded in color.

2. The TV camera shall be pulled through the sewer at a maximum rate of thirty five feet (35') per minute.

3. The camera shall be pulled downstream in all cases.

4. The lens of the camera shall be cleaned at each manhole or when directed by the Owner.

5. The recording shall have an on-screen display showing the following:

    a. Upstream and downstream manhole numbers
    b. Footage from the upstream manhole
    c. Inspection date

6. Sewers shall not be televised within forty eight (48) hours of a rainfall event greater than one half inch (½").

7. The CIPPS shall be re-televised one (1) month prior to expiration of the one-year warranty. A videotape and written report shall be supplied to the City.

2631.4 CIPPS METHOD OF MEASUREMENT

Measurement for CIPP Lining shall be on a linear foot basis, to the nearest whole foot, measured from center of manhole to center of manhole.

2631.5 CIPPS BASIS OF PAYMENT

The proposal form shall cover all work shown on the contract drawings, specifications, and Special Provisions. All costs associated with the work including furnishing of all materials, providing all construction and equipment, and performing all necessary labor, coordination, supervision, and management to fully complete the work, shall be included in the unit or lump sum prices quoted in the proposal form. This work shall include restoration of all surfaces to their original condition or better. Reconnection of all existing services shall be considered incidental to the CIPPS. All work not specifically set forth as a pay item in the proposal form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the amounts and prices submitted in the proposal form.

The following methods of measurement for payment will be used to derive the quantities installed:

1. Site Protection and Restoration

    a) No separate payment will be made for protection and restoration of roadway surfaces, curb and gutter, landscaping, and other site features unless otherwise specified.

2. Spot Repair to existing pipe

    a) Bid items have been provided in the proposal for removal and replacement of pipe as Spot or Point Repairs. No additional compensation will be granted for repairs.

3. Cured-in-Place Pipe System (CIPPS)

    a) Payment shall be made at the unit price as listed on the proposal. All work related to the cleaning, installation and acceptance of the system as a whole shall be considered incidental to CIPPS installation.

    b) Payment for re-instatement of services shall be at the unit price listed on the proposal per each service, and shall be compensation in full for all materials, labor, equipment, and maintenance necessary to complete the work as required by the plans or required by the Engineer.

    c) Payment for Short-Liner installations shall be made at the unit price listed on the proposal and shall be compensation in full for all materials, labor, equipment, and maintenance necessary to complete the work as required by the plans or required by the Engineer.

SECTION 2641 – STANDARD SPECIFICATIONS FOR PIPELINE REHABILITATION BY PIPE BURSTING

2641.1 DESCRIPTION

A General

All references to MnDOT Specifications shall mean the latest published edition of the Minnesota Department of Transportation “Standard Specifications for Construction”, and all supplements and amendments thereto, published prior to the date of advertisement for bids.

This specification shall cover the rehabilitation of existing gravity and pressure utility pipelines using pipe bursting methods. Pipe bursting is a process by which the bursting unit fractures the existing pipe while simultaneously installing a new pipe of the same size or larger size pipe in the place of the existing pipe. Existing lateral and service connections are disconnected prior to mainline pipe bursting to reduce lateral pipe/service pipe damage, then reconnected after testing and disinfection of the new pipe as applicable is approved, television inspection of the new pipe is performed, and the installation is completed in accordance with the contract documents.

2641.2 QUALIFICATIONS

The Contractor shall be certified by the particular Pipe Bursting System Manufacturer as a fully trained installer of the pipe bursting system. The Contractor shall provide certifications of training and proficiency in the use of the equipment. Only the Contractor’s employees that are trained and certified shall operate the equipment.

The Contractor shall have a minimum of five (5) years' experience using the pipe-bursting method proposed and shall have installed no less than 50,000 feet by this method.

2641.3 MATERIALS

Pipe materials meet the requirements described in Sections 2611.2 and 2621.2 of these specifications, and as provided in the Special Provisions and the following:

1. Sizes of the new pipe insertions shall be such to renew the pipe mainline to greater than the original flow capacity.

2. All pipe and fittings shall be made of virgin material. No rework except that obtained from the manufacturer’s own production of the same formulation shall be used.

3. The pipe shall be homogenous throughout and shall be free of visible cracks, holes, foreign material, blisters, or other deleterious faults.

4. Tensile strength of the pipe shall be in accordance with manufacturer’s recommendation for the specified purpose and method of installation.

5. Material color shall be as specified with interior of pipe having a light reflective color to allow for viewing for television inspection. The fused pipe joints shall be de-beaded to reduce collection of sediment and allow a camera to pass during inspection.

6. The Contractor shall consult with the selected pipe bursting equipment manufacturer regarding recommendations for the installation of pipe materials specified.

2641.4 SUBMITTALS

The Contractor shall submit the following:

1. Tests for compliance with this specification shall be made as specified herein and in accordance with the applicable ASTM Specification. A certificate from the manufacturer indicating the materials furnished meet the requirements of these specifications.

2. Shop drawings, catalog data, and manufacturer's technical data showing complete information on material composition, physical properties, and dimensions of new pipe and fittings. Include manufacturer's recommendations for handling, storage, and repair of pipe and fittings damaged.

3. Certification of Contractor and assigned personnel training for installing pipe.

4. Detailed submittal of the procedures and method proposed by the Contractor to burst the existing pipe and insert the new pipe.

5. Television inspection reports and video made of the existing pipe and after new pipe installation.

2641.5 DELIVERY, STORAGE, AND HANDLING

The Contactor shall transport, handle, and store pipe and fittings as recommended by the manufacturer. If new pipe and fittings become damaged before or during installation, it shall be repaired as recommended by the manufacturer or replaced as required by the Engineer at the Contractor's expense, before proceeding further. Deliver, store and handle other materials as required to prevent damage.

2641.6 LICENSE AGREEMENTS

The Contractor shall submit evidence acceptable to the Owner, such as a certified copy of a license or agreement that it has the authority to use the proposed method from the patent holder and licensed manufacturer. The Contractor agrees to defend, indemnify, and hold harmless the Owner and the Engineer against all claims, suits, and actions or other damages as a result of negligence of any person or property arising out of patent infringement by the Contractor or the Contractor's employee's, agents, the suppliers, or any tier of subcontractors involved in the work.

2641.7 CONSTRUCTION REQUIREMENTS

Before excavation is started, it will be the responsibility of the Contractor to check with the various utility companies and determine the location and depth of the existing utilities in the vicinity of the work area.

Damage to utilities and the resulting repair, temporary service cost, etc., shall be borne by the Contractor. Access pits shall be backfilled in accordance with Section 2600, Trench Excavation and Backfill.

All excavations shall be properly sheeted/shored in accordance with relevant specifications for trench safety systems. Any damage resulting from improperly shored excavations shall be corrected to the satisfaction of the Engineer with no compensation to the Contractor.

All open excavations shall be kept secure at all times by the use of barricades and fencing with appropriate lights and signs, construction tape, covering with steel plates, etc., or as directed by the Engineer.

All lateral and service connections shall be identified, located and excavated prior to the pipe insertion to expedite reconnection. The Contractor shall use excavation methods that will not create a rise or sag at the service or lateral connection for gravity sewers. A rise or sag in the sewer will be repaired by the contractor at no expense to the Owner, in a manner approved by the Engineer.

The location and number of insertion and receiving excavations shall be planned by the Contractor and submitted in writing for approval by the Engineer at least ten (10) days prior to excavation.

One (1) or more receiving pits shall be excavated at the end(s) of the pipe to be replaced or at appropriate points within the length of the existing pipe. Pit shall be centered over the existing pipe. The number of pits for machine and pipe insertion shall be the minimum necessary to most efficiently accomplish the work. The Contractor shall give consideration to the use of excavation required for other purposes such as for sanitary sewer service reconnections and manhole replacement.

Where manholes are used as machine or new pipe insertion pits, the Contractor shall identify such manholes and replace them at no additional cost to the Owner if damaged. Any manhole modification or replacement required shall be considered incidental to the installation of the new pipe. Equipment used to perform the work shall be located away from buildings so as not to create noise impact. Provide a silent engine compartment to reduce machine noise as required to meet local requirements.

The Contractor shall install all pulleys, rollers, bumpers, alignment control devices, and other equipment required to protect existing manholes and pipe components not intended for removal/replacement, and to protect the new pipe from damage during installation. Lubrication may be used as recommended by the manufacturer. If lubrication is used for insertion, the Contractor shall ensure that the lubricant does not backfill existing services. Under no circumstances will the pipe be stressed beyond eighty percent (80%) of its elastic limit as published and recommended by the manufacturer.

Pipe insertion shall be continuous and without interruption from manhole to manhole for sewers, or junction to junction for watermain, except as approved by the Engineer. Upon completion of insertion of the new pipe, and after the relaxation period, the Contractor shall expedite the reconnection of laterals and services so as to minimize any inconvenience to customers. Connection of services shall be in accordance with Sections 2611 and 2621 of these specifications and as provided in the Special Provisions.

The installed pipe shall be allowed the manufacturer’s recommended amount of time, but not less than four (4) hours, for cooling and relaxation due to tensile stressing prior to any reconnection of service lines, sealing of the annulus or backfilling of the insertion pit. Sufficient

excess length of new pipe, but not less than four inches (4"), shall be allowed to protrude into manholes. Restraint of pipe ends shall be achieved by means of electrofusion couplings. The electrofusion couplings shall be slipped over pipe ends against manhole wall and fused in place. Installation of electrofusion couplings shall be done in accordance with the manufacturers recommended procedures.

Following the relaxation period, the annular space at the manhole shall be sealed. Sealing shall be made with material approved by the Engineer and shall extend a minimum of eight inches (8") into the manhole wall in such a manner as to form a smooth, uniform, watertight joint.

Fused pipe joints shall be de-beaded to create a smooth flow line. There shall be no ridges or burrs from the fusion method exposed on the interior of the pipe following installation.

Tracer wire shall be installed with the pipe in accordance with 2611 and 2621.

Equipment: The pipe bursting tool shall increase the external dimensions sufficiently, causing breakage of the existing pipe at the same time expanding the surrounding ground. Simultaneously, the new pipe, directly attached to the expander, shall also move forward. See manufacturer's specifications for what size tool should be used in what diameter of pipe, as well as parameters of what size tool for percentage of upsize allowed.

The bursting head shall incorporate a shield/expander to prevent collapse of the hole ahead of the pipe insertion.

Bypass Pumping: The Contractor, when and where required for sanitary sewer replacement, shall provide diversion for the pipe bursting/replacement process. The pumps and by-pass lines shall be of adequate capacity and size to handle all flows. All costs for by-pass pumping required during installation of the pipe shall be incidental to the installation of the pipe, unless otherwise provided in the Special Provisions.

Temporary Water: The Contractor when and where required for watermain replacement, shall provide all labor, materials, and equipment associated with managing, constructing, and maintaining a temporary potable water distribution system for all existing water users which must be taken out of service for a period exceeding eight (8) hours, or as required at the discretion of the Engineer. All costs to provide temporary water required during installation of the pipe shall be incidental to the installation of the pipe, unless otherwise provided in the Special Provisions.

2641.8 TESTING AND INSPECTION

Testing: Tests for compliance with this specification shall be made as described herein and in accordance with the applicable ASTM Specification. A certificate with this specification shall be furnished, upon request, by the manufacturer for all material furnished under this specification.

Inspection: Video inspection of pipelines shall be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit color television. Video inspection shall include the following:

- Two (2) copies of the DVD's in mpeg4 format (post) to be submitted to the Owner before final invoice.

- DVD’s are to remain property of the Owner; Contractor to retain second copy.

- All flows tributary to reach of sewer being inspected are to be completely by-passed around the reach during inspection if necessary and required by the Owner.

- Pre-construction video of the existing pipe and post construction video inspection upon completion of reconstruction of each reach of pipe, with the voice description, with stationing of services indicated. Data and stationing to be on video.

- Should any portion of the video inspection be of inadequate quality or coverage, as determined by the Owner the Contractor will have the portion re-inspected and video recorded at no additional expense to the Owner.

2641.9 METHOD OF MEASUREMENT

Measurement for pipe bursting shall be on a linear foot basis, to the nearest whole foot, measured from center of manhole to center of manhole or junction point to junction point as indicated on the plans.

2641.10 BASIS OF PAYMENT

Pipe Bursting: The work performed as prescribed by this item will be paid for by the linear foot at the unit price bid for the pipe bursting/replacement at the specified pipe diameter and location which price shall be full compensation for the installation of the new pipe, furnishing and placing of all materials, labor, tools, equipment, cleaning, and preparation of the existing pipe to receive the new pipe, tracer wire, pipe bedding, backfill material, annulus sealing material and launching pits, and video inspection of final installed pipe, bypass pumping, temporary water distribution, traffic control, sealing at manholes, locating, excavating, disconnecting, testing in accordance with the Contract Documents, and all else incidental thereto for which separate payment is not provided under other Items in the Bid Form.

CONSTRUCTION CONTRACT

THIS AGREEMENT (the "Agreement") is made and entered into this __ day of _____, 2017, by and between _____, a Minnesota Corporation (the"Contractor") and the City of Ramsey, a Minnesota Municipal Corporation, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303 (the "Owner").

WITNESSETH

WHEREAS, the City of Ramsey proposes to extend utilites along 0.25 miles of Bunker Lake Boulevard west of Armstrong Boulevard and east of Puma Street, with City Improvement Project No. 17-09 (the "Project"); and

WHEREAS, the plans and specifications necessary for construction of the Project are defined in the Contract Documents and Technicial Specifications dated May 30, 2017 (the "Contract Documents"); and

WHEREAS, the work required to complete the Project is defined in the Contract Documents (the "Work"); and

WHEREAS, the Contractor has made a written proposal and bid to the Owner to furnish the material, equipment, labor and everything necessary for the completion of the Work for the price and within the time schedule required by the Contract Documents; and

WHEREAS, the Contractor, as the lowest responsible bidder, has been awarded the contract for the Work by the City; and

WHEREAS, Contractor, in consideration of the payments hereinafter provided, for itself and its successors, as the case may be, hereby covenants and agrees to and with the Owner to perform the Work and furnish the material, under the supervision of the City Engineer; and

WHEREAS, Contractor acknowledges:

1. That it understands the Contract Documents;

2. That it has the equipment, technical ability, personnel and facilities to construct the Project in accordance with the Contract Documents and that it is licensed by all applicable agencies and governmental entities;

3. That the Contract Documents are, in its opinion, appropriate and adequate for the complete construction of the Project in a sound and suitable manner.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

1. Work Performance. Contractor shall perform the Work as described in the Contract Documents which are incorporated herein by reference. Contractor agrees to comply

with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the services.

2. Commencement of Work. The Contractor shall commence work on the Project within ten (10) days of the date of the Notice to Proceed given by the City Engineer and shall have the Work substantially complete within the period specified in the Contract Documents. Failure to complete the work within this period will be cause for the Contractor to forfeit the amount as required by the Special Provisions terms of the Contract Documents and that it is appropriately licensed by all applicable agencies and governmental entities.

3. Contractor Compensation. The Owner shall compensate Contractor for the Work in the amount of $_____ based upon the Contractor's accepted bid subject to any additions or deductions provided therein, payment shall be made pursuant to the payment provisions outlined in the Contract Documents.

4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

5. Insurance Requirements.

   A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of $1,500,000 per occurrence; $2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
   B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of $1,000,000, combined single limit.
   C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
   D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverage's are in full force and effect.

6. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor

may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

7. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

   A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor, and shall continue in that order until one name remains.
   B. Litigation. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

8. General Provisions.

   A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

   B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.

   C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

   D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.

   E. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the City.

   F. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

      Notice to City: City of Ramsey
      Attention: City Engineer
      7550 Sunwood Drive NW
      Ramsey, MN 55303

      Notice to Contractor: _____
      _____
      _____

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

H. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

I. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the City.

J. Government Data. The Contractor agrees to maintain all data received from the City in the same manner as the City as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

L. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate counterparts the day and year first above written.

CONTRACTOR:

_____

By:_____

Its:_____

OWNER:

CITY OF RAMSEY

By:_____
Sarah Strommen, Its Mayor

ATTEST:

By:_____
Kurt Ulrich, Its City Administrator

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Joseph J. Langel, the duly authorized and acting legal representative of the City of Ramsey, do hereby certify that I have reviewed the attached contract dated _____ ___, 2017, between the City of Ramsey as Owner, and _____ as Contractor. In addition, I have examined the attached Performance Bond of said Contractor as Principal, and _____ as Surety, dated _____ ___, 2017, and which is the Surety's Bond _____. In addition, I have examined the attached Payment Bond of said Contractor as Principal, and _____ as Surety, dated _____ ___, 2017, and which is the Surety's Bond _____. Based upon said review, I approve these documents to be Legal Form.

Dated: _____ ____, 2017

_____
Ramsey City Attorney

Prompt Payment
December 2002

NOTICE TO BIDDERS

Minnesota Statutes that require prompt payment to subcontractors:

16A.1245 Prompt payment to subcontractors.

Each state agency contract must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the state for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 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 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

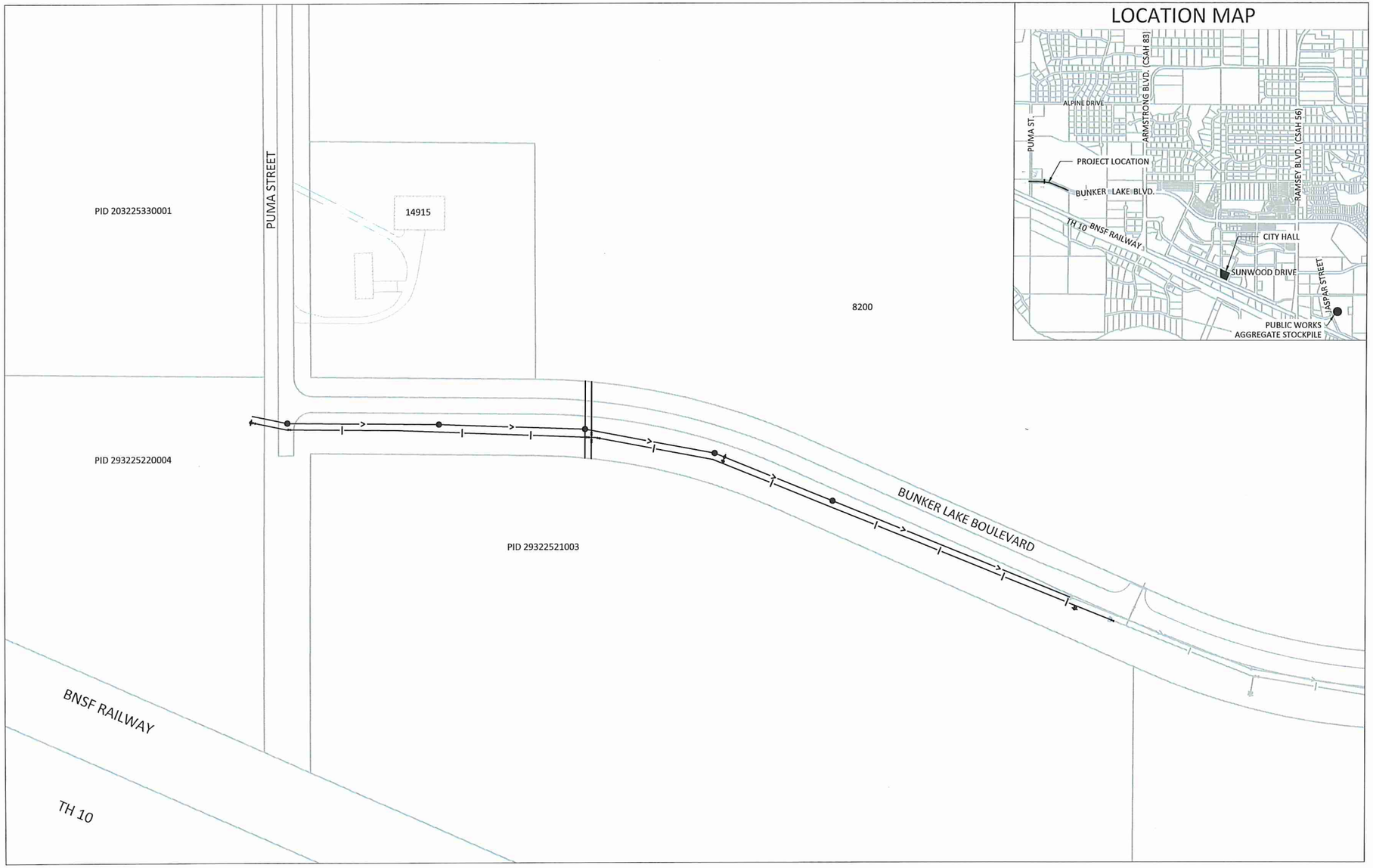
HIST: 1990 c 541 s 1

337.10 Building and construction contracts; prohibited provisions.

Subd. 3. Prompt payment to subcontractors. A building and construction contract shall be deemed to require the prime contractor and all subcontractors to promptly pay any subcontractor or material supplier contract within ten days of receipt by the party responsible for payment of payment for undisputed services provided by the party requesting payment. The contract shall be deemed to require the party responsible for payment to pay interest of 1-1/2 percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the party responsible for payment shall pay the actual penalty due to the party requesting payment. A party requesting payment who prevails in a civil action to collect interest penalties from a party responsible for payment must be awarded its costs and disbursements, including attorney fees incurred in bringing the action. This subdivision does not apply to construction of or improvements to residential real estate as defined in section 326.83, subdivision 17, or to construction of or improvements to attached single-family dwellings, if those dwellings are used for residential purposes and have fewer than 13 units per structure.

HIST: 1997 c 127 s 1; 1998 c 289 s 1,2; 1999 c 116 s 2

CITY OF RAMSEY
BUNKER LAKE BOULEVARD UTILITIES EXTENSION
CITY IMPROVEMENT PROJECT NO. 17-09



LOCATION MAP

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

SHEET INDEX

THIS PLAN CONTAINS 11 SHEETS

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3	DETAILS
4	EXISTING CONDITIONS AND REMOVALS
5	EROSION CONTROL PLAN AND RESTORATION PLAN
6	SANITARY SEWER & WATERMAIN CONSTRUCTION
7	GRADING PLAN
8 - 11	CROSS SECTIONS

LEGEND

	LIGHT POLE	— —	EASEMENT
	TREE	———	RIGHT OF WAY
	SHRUB	—E—	ELECTRIC
	SIGN	—OE—	OVERHEAD ELECTRIC
	VALVE	—G—	GAS
PED	UTILITY PEDESTAL	—T—	TELECOMMUNICATIONS
HH	HAND HOLE	—>>—	STORM SEWER
	REMOVE TREE	—>—	SANITARY SEWER
	3'X2' CATCH BASIN	—|—	WATERMAIN
	MANHOLE	— — —	SAWCUT PAVEMENT
	INLET PROTECTION		TREE LINE
		—XSR—	SPLIT RAIL FENCE
	HYDRANT		LANDSCAPING
	VALVE	—V—	RETAINING WALL
			5' CONTOUR LINE
			1' CONTOUR LINE
		—SF—	SILT FENCE
			CONCRETE CURB & GUTTER
			REMOVE BITUMINOUS PAVEMENT
			EROSION CONTROL BLANKET
			CONCRETE PAVEMENT
			BITUMINOUS PAVEMENT
			GRAVEL SURFACE

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.

BRUCE R WESTBY, P.E.
RAMSEY CITY ENGINEER

40116
LIC. NO.

DATE 5/26/17

DATE	REVISION

SHEET 1 OF 11 SHEETS

0 90 180 270
SCALE (FEET)

N

City of RAMSEY

CITY OF RAMSEY
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
(763) 427-1410 FAX (763) 433-9898

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL 1-800-252-1166 OR 651-454-0002

GSOC

Call before you dig
811
651 454-0002 Metro
800 252-1166 Outstate
www.gopherstateonecall.org

May 26, 2017 - 2:25pm
G:\Engineering\AutoCad Dwgs\Projects A-M\Bunker Lake Blvd Utilities Extension - 2017\Plan Drawings\Title Sheet.dwg

17-09 BUNKER LAKE BOULEVARD UTILITIES EXTENTSION - ESTIMATED QUANTITIES

PAGE NO.	NOTE	ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY
		2021.501	MOBILIZATION	LS	1
4		2101.501	CLEARING AND GRUBBING	ACRE	0.04
4	2	2104.501	REMOVE WATERMAIN	LF	10
4	2	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	336
4	2	2104.513	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LF	330
4	7	2104.521	SALVAGE CONCRETE PIPE STORM SEWER	LF	16
4	7	2104.523	SALVAGE GATE VALVE & BOX	EA	1
4		2104.523	SALVAGE HYDRANT	EA	1
4	7	2104.523	SALVAGE PIPE APRON	EA	1
7	1	2105.501	COMMON EXCAVATION (CV)	CY	350
7	1	2105.521	GRANULAR BORROW (CV)	CY	2250
		2105.601	DEWATERING	LS	1
5	1	2211.503	AGGREGATE BASE CLASS 5 (CV)	CY	70
6		2503.511	8" PVC PIPE SEWER (SDR 26)	LF	120
6		2503.511	18" PVC PIPE SEWER (SDR 26)	LF	1333
6		2503.602	8" PIPE PLUG (SANITARY)	EA	2
6		2503.602	18" PIPE PLUG (SANITARY)	EA	1
6		2503.602	CONNECT TO EXISTING MANHOLE (SANITARY)	EA	1
6		2503.603	CLEAN AND VIDEO TAPE PIPE SEWER (SANITARY)	LF	1453
6		2504.602	6" GATE VALVE & BOX	EA	2
6		2504.602	8" GATE VALVE & BOX	EA	2
6		2504.602	16" GATE VALVE & BOX	EA	4
6		2504.602	FURNISH HYDRANT	EA	2
6		2504.602	INSTALL HYDRANT	EA	3
6		2504.602	CONNECT TO EXISTING WATERMAIN	EA	1
6		2504.603	6" WATERMAIN DUCTILE IRON CL 53	LF	25
6		2504.603	8" WATERMAIN DUCTILE IRON CL 52	LF	121
6		2504.603	16" WATERMAIN DUCTILE IRON CL 52	LF	1412
6		2504.608	DUCTILE IRON FITTINGS	LBS	867
6		2506.516	CASTING ASSEMBLY (SANITARY)	EA	5
6		2506.521	INSTALL CASTING	EA	5
6		2506.601	CONSTRUCT SANITARY STRUCTURE DESIGN 48-4007	LF	91
		2563.601	TRAFFIC CONTROL	LS	1
5		2573.503	SILT FENCE	LF	450
5		2573.530	STORM DRAIN INLET PROTECTION	EA	2
5		2573.533	SEDIMENT CONTROL LOG TYPE STRAW	LF	150
5	4	2574.508	FERTILIZER TYPE 3	LBS	276
5		2575.501	HYDROSEEDING MNDOT MIXTURE 21-111	ACRE	1.41
5	5	2575.502	MNDOT SEED MIXTURE 21-111	LBS	141
5	3	2575.560	HYDRAULIC MATRIX TYPE MULCH	LBS	2820

PAY ITEM NOTES:

1. EV TO CV CONVERSION FACTOR = 1.2
2. REMOVAL LIMITS WILL BE MARKED IN THE FIELD BY CITY STAFF.
3. ESTIMATED QUANTITY BASED ON APPLICATION RATE OF 2000 LB/ACRE.
4. ESTIMATED QUANTITY BASED ON APPLICATION RATE OF 200 LB/ACRE.
5. ESTIMATED QUANTITY BASED ON APPLICATION RATE OF 100 LB/ACRE.
6. CITY TO FURNISH CLASS 5 AGGREGATE MATERIAL FROM STOCKPILE LOCATED AT CITY PUBLIC WORKS YARD. THE CONTRACTOR SHALL FURNISH A LOADER AND OPERATOR. CONTRACTOR SHALL LOAD AND HAUL FROM THE STOCKPILE AND PLACE, SHAPE AND COMPACT ON-SITE.
7. PAY ITEM INCLUDES SALVAGE AND RE-INSTALL.

SANITARY SEWER CASTING SCHEDULE

STRUCTURE	DESIGN	RIM	INVERT	STATION	OFFSET	CASTING
MH - 1	48-4007	883.37	INV. W (16" STUB) 864.25	1+36.69	R - 24.5	1733 SERIES
			INV. E (MH - 2) 864.15			
MH - 2	48-4007	882.37	INV. W (MH -1) 863.87	3+74.72	R - 24.5	1733 SERIES
			INV. E (MH - 3) 863.77			
MH - 3	48-4007	881.88	INV. W (MH - 2) 863.49	6+06.83	R - 26.8	1733 SERIES
			INV. E (MH - 4) 863.39			
			INV. N (8" STUB) 863.49			
			INV. S (8" STUB) 863.49			
MH - 4	48-4007	880.72	INV. W (MH -3) 863.14	8+19.84	R - 24.7	1733 SERIES
			INV. E (MH - 5) 863.04			
MH - 5	48-4007	879.69	INV. W (MH - 4) 862.80	10+22.77	R - 24.5	1733 SERIES
			INV. E (EX. MH - 1) 862.70			
EX. MH - 1	48-4007	877.4	INV. W (MH - 5) 862.22 (FIELD VERIFY)	14+25.01	R - 12.4	1733 SERIES
			INV. E (EXISTING) 862.12			

DATE	REVISION

May 30, 2017 - 8:36am
G:\Engineering\AutoCad Dwgs\Projects A-M\Bunker Lake Blvd Utilities Extension - 2017\Plan Drawings\Titile Sheet.dwg

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

BRUCE WESTBY
Date 5/26/17 Lic. No. 40116

DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 5/26/17
CHECKED BY:	BRW	FILE No. 17-09

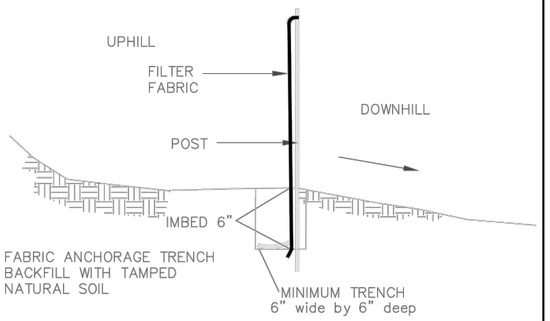
City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

STATEMENT OF ESTIMATED QUANTITIES

BUNKER LAKE BLVD. UTILITIES EXTENSION
CITY PROJECT NO. 17-09
CITY OF RAMSEY, MINNESOTA

SHEET 2 OF 11 SHEETS

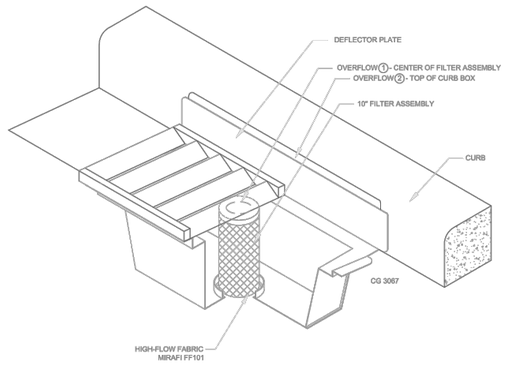


INSTALL AS PER FILTER FABRIC MANUFACTURER'S RECOMMENDATIONS

SILT FENCE DETAIL

NO SCALE

APPROVED: 1 – 2016	City of RAMSEY	STANDARD DETAILS: SILT FENCE
		CITY PLATE No. ERO–1

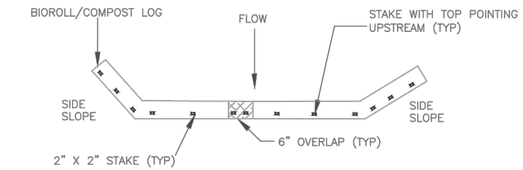


INLET PROTECTION – WIMCO OR EQUAL

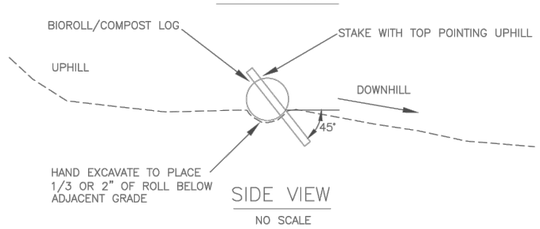
N.T.S.

NOTE:
THIS INLET PROTECTION SHALL BE USED IMMEDIATELY FOLLOWING CURB & GUTTER CONSTRUCTION. INLET PROTECTION SHALL REMAIN INSTALLED AND MAINTAINTED UNTIL ALL HOME CONSTRUCTION IS COMPLETE.

APPROVED: 1 – 2016	City of RAMSEY	STANDARD DETAILS: INLET PROTECTION
		CITY PLATE No. ERO–2



PLAN VIEW

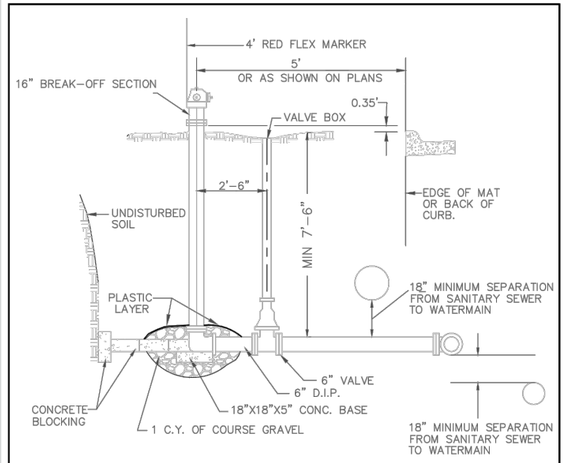


SIDE VIEW

NO SCALE

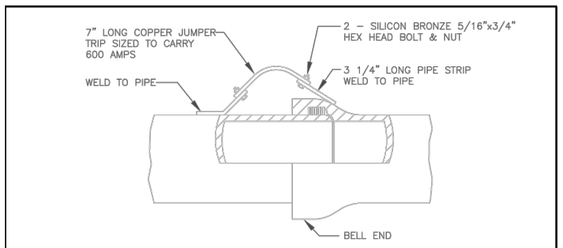
NOTE:
STAKE INTO GROUND WITH WOOD STAKES DRIVING STAKE 6" INTO GROUND AND PROTRUDING 2" ABOVE LOG
WOOD STAKES ARE A MINIMUM 0.5" X 2" X 16" AND PLACED EVERY 1' UNLESS PRECLUDED BY A ROCK
WHEN MORE THAN 1 BIOROLL/COMPOST LOG IS NEEDED, OVERLAP ENDS A MINIMUM OF 6" AND STAKE
WOOD STAKES ARE DRIVEN THROUGH BACK HALF OF BIOROLL OR COMPOST LOG AT 45° ANGLE WITH TOP OF STAKE POINTING UPHILL

APPROVED: 3 – 2016	City of RAMSEY	STANDARD DETAILS: BIO ROLL (COMPOST LOG)
		CITY PLATE No. ERO–4



NOTES:
1. HYDRANTS TO BE ORDERED FOR 8'–0" BURY. IN AREAS OF EXTRA DEPTH ON THE WATERMAIN, HYDRANTS EXTENSIONS MAY BE REQUIRED.
2. HYDRANTS SHALL BE BLOCKED OR TIED TO THE TEE AT MAIN WITH 2–3/4" DIAMETER TIE RODS. ALL TIE RODS TO BE COAL TAR COATED AFTER INSTALLATION. RESTRAINED JOINT PIPE AND RETAINING GLANDS MAY BE USED.
3. TOP NUT OF HYDRANT 2.5' ABOVE TOP BACK OF CURB OR BITUMINOUS SURFACE.
4. HYDRANTS BURIED BELOW WATER TABLE, DRAIN HOLES NEED TO BE PLUGGED AND HYDRANT MARKED BY PAINTING 5" CAP YELLOW.
5. BRUSH PAINT ALL HYDRANTS AFTER INSTALLATION IS COMPLETE.

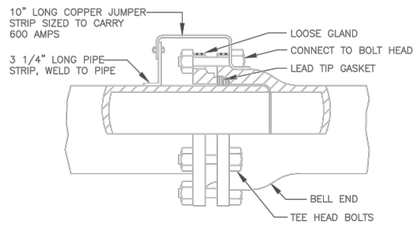
APPROVED: 4 – 2016	City of RAMSEY	STANDARD DETAILS: HYDRANT
		CITY PLATE No. WAT–1



PUSH ON JOINT

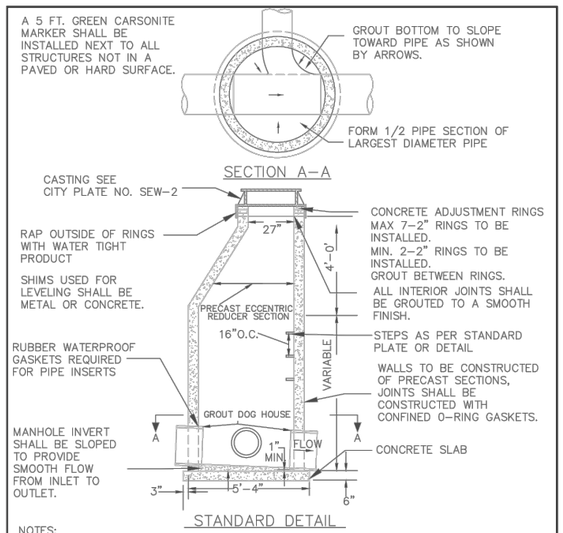
NOTE: DO NOT PASS CURRENT THROUGH PIPE UNLESS PIPE IS FULL OF WATER.

ALTERNATE METHOD BY AMERICAN CAST –IRON USING 4 COPPER CONTACT STRIPS IS AN APPROVED EQUAL TO ABOVE



MECHANICAL JOINT

APPROVED: 1 – 2016	City of RAMSEY	STANDARD DETAILS: JOINT CONNECTION
		CITY PLATE No. WAT–4

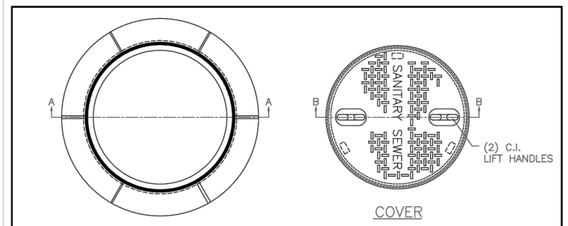


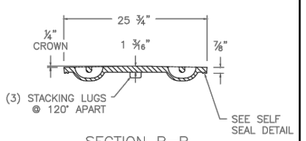
SECTION A–A

STANDARD DETAIL

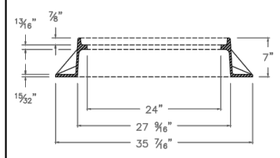
NOTES:
1. A 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES.
2. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE.
3. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS.
4. 6" BASE FOR ALL MANHOLES LESS THAN 14 FT. OF DEPTH, INCREASE BASE THICKNESS 2" PER 6 FT. OF DEPTH BEYOND 14 FT.
5. 5" PRECAST BASE MAY BE USED FOR MANHOLES LESS THAN 14 FT. DEEP.
6. ALL INVERTS TO BE 0.10' ABOVE OUTLET,

APPROVED: 1 – 2016	City of RAMSEY	STANDARD DETAILS: SANITARY MANHOLE
		CITY PLATE No. SEW–1

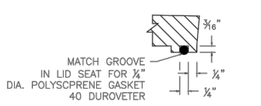




SECTION B–B



SECTION A–A



SELF SEAL DETAIL

NOTE: NOT TO SCALE

APPROVED: 11 – 2015	City of RAMSEY	STANDARD DETAILS: WATER TIGHT CASTING
		CITY PLATE No. SEW–2

DATE	REVISION

May 30, 2017 - 8:36am
G:\Engineering\AutoCad Dwgs\Projects A-M\Bunker Lake Blvd Utilities Extension - 2017\Plan Drawings\Details.dwg

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

BRUCE WESTBY
Date 5/26/17 Lic. No. 40116

DESIGNED BY: JJF	
DRAWN BY: JJF	DATE: 5/26/17
CHECKED BY: BRW	FILE No. 17-09

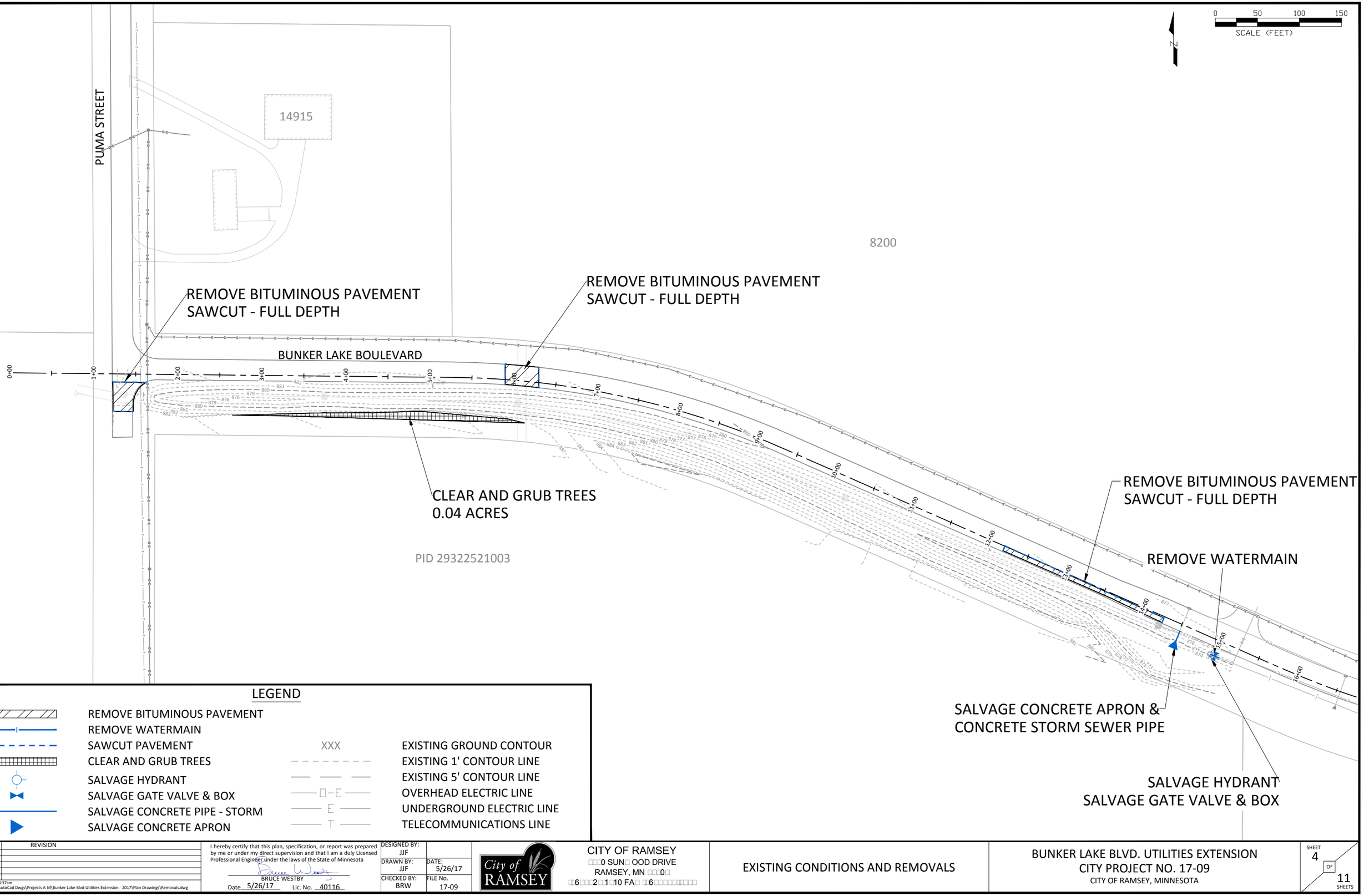
City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□2□1□10 FA□ □6□□□□□□□□□

DETAILS

BUNKER LAKE BLVD. UTILITIES EXTENSION
CITY PROJECT NO. 17-09
CITY OF RAMSEY, MINNESOTA

SHEET 3 OF 11 SHEETS



LEGEND

- REMOVE BITUMINOUS PAVEMENT
- REMOVE WATERMAIN
- SAWCUT PAVEMENT
- CLEAR AND GRUB TREES
- SALVAGE HYDRANT
- SALVAGE GATE VALVE & BOX
- SALVAGE CONCRETE PIPE - STORM
- SALVAGE CONCRETE APRON
- XXX EXISTING GROUND CONTOUR
- EXISTING 1' CONTOUR LINE
- EXISTING 5' CONTOUR LINE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- TELECOMMUNICATIONS LINE

DATE	REVISION

May 30, 2017 - 8:37am
G:\Engineering\AutoCad Dwgs\Projects A-M\Bunker Lake Blvd Utilities Extension - 2017\Plan Drawings\Removals.dwg

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

Bruce Westby

BRUCE WESTBY
Date 5/26/17 Lic. No. 40116

DESIGNED BY: JJF	
DRAWN BY: JJF	DATE: 5/26/17
CHECKED BY: BRW	FILE No. 17-09

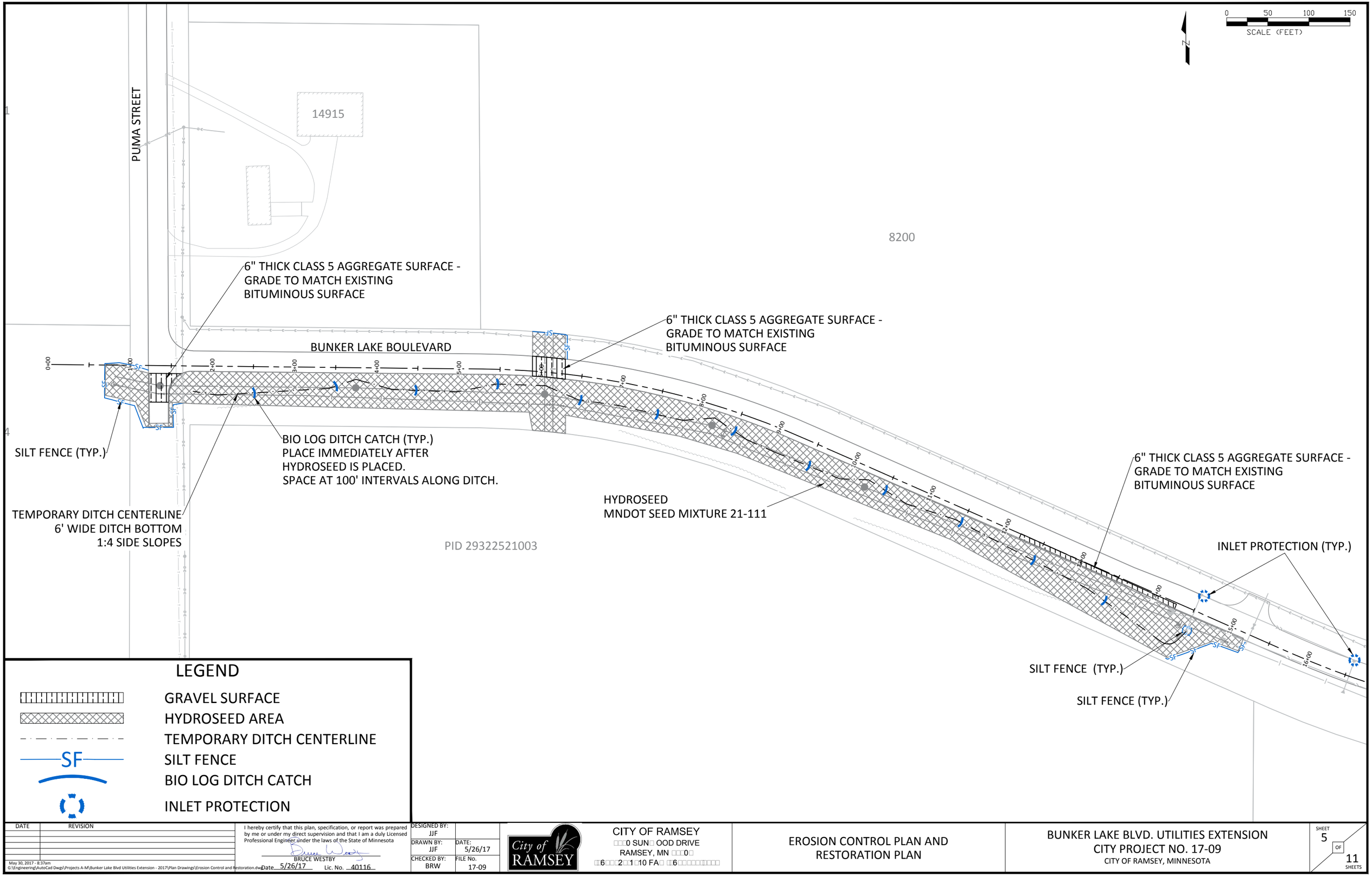
City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

EXISTING CONDITIONS AND REMOVALS

BUNKER LAKE BLVD. UTILITIES EXTENSION
CITY PROJECT NO. 17-09
CITY OF RAMSEY, MINNESOTA

SHEET 4 OF 11 SHEETS



LEGEND

- GRAVEL SURFACE
- HYDROSEED AREA
- TEMPORARY DITCH CENTERLINE
- SF — SILT FENCE
- BIO LOG DITCH CATCH
- INLET PROTECTION

DATE	REVISION

May 30, 2017 - 8:37am
G:\Engineering\AutoCad Dwgs\Projects A-M\Bunker Lake Blvd Utilities Extension - 2017\Plan Drawings\Erosion Control and Restoration.dwg

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

BRUCE WESTBY
Date 5/26/17 Lic. No. 40116

DESIGNED BY: JJF	
DRAWN BY: JJF	DATE: 5/26/17
CHECKED BY: BRW	FILE No. 17-09

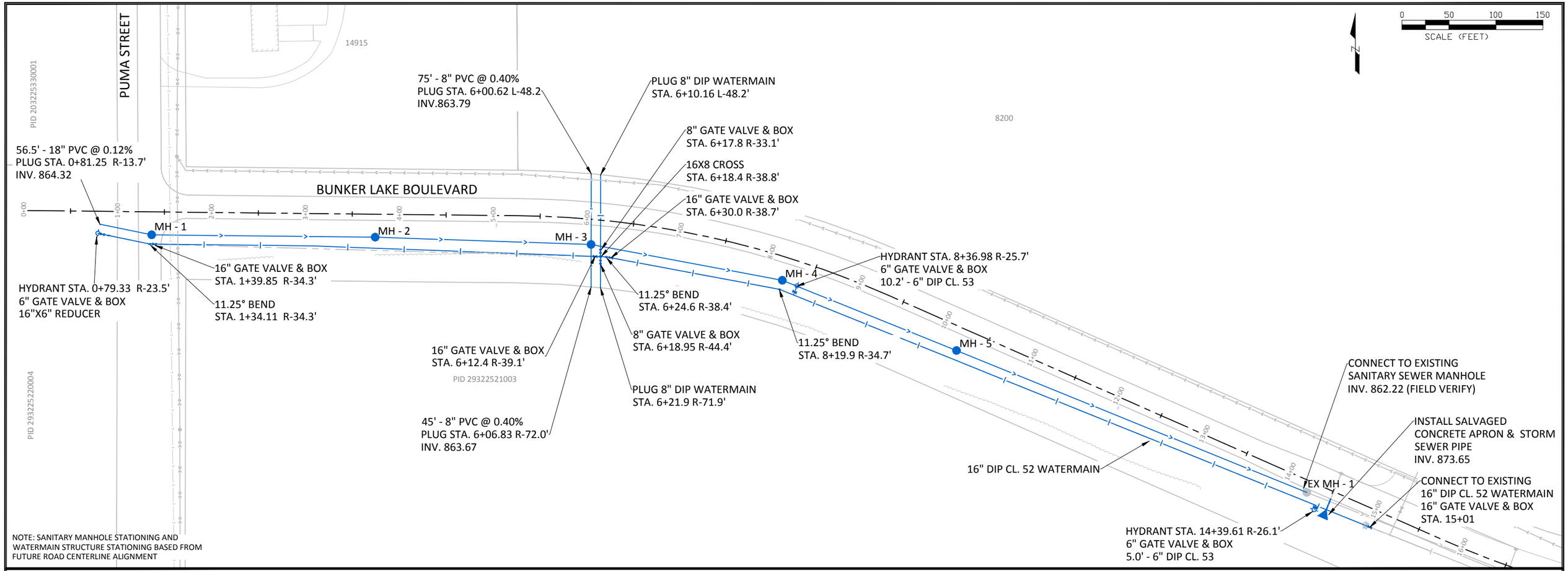
City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□.2□1□10 FA□ □6□□□□□□□□

EROSION CONTROL PLAN AND RESTORATION PLAN

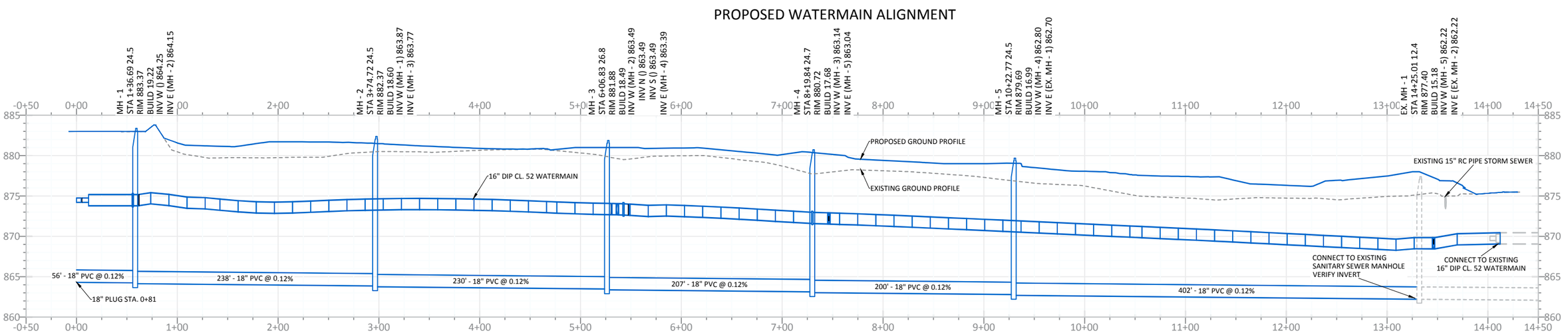
BUNKER LAKE BLVD. UTILITIES EXTENSION
CITY PROJECT NO. 17-09
CITY OF RAMSEY, MINNESOTA

SHEET 5 OF 11 SHEETS



NOTE: SANITARY MANHOLE STATIONING AND WATERMAIN STRUCTURE STATIONING BASED FROM FUTURE ROAD CENTERLINE ALIGNMENT

PROPOSED WATERMAIN ALIGNMENT



NOTE: SANITARY SEWER STATIONING FROM FUTURE ROAD CENTERLINE ALIGNMENT

DATE	REVISION

May 30, 2017 - 8:38am
G:\Engineering\AutoCad Dwgs\Projects A-M\Bunker Lake Blvd Utilities Extension - 2017\Plan Drawings\Water and Sewer Plan.dwg

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

BRUCE WESTBY
Date 5/26/17 Lic. No. 40116

DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 5/26/17
CHECKED BY:	BRW	FILE No. 17-09

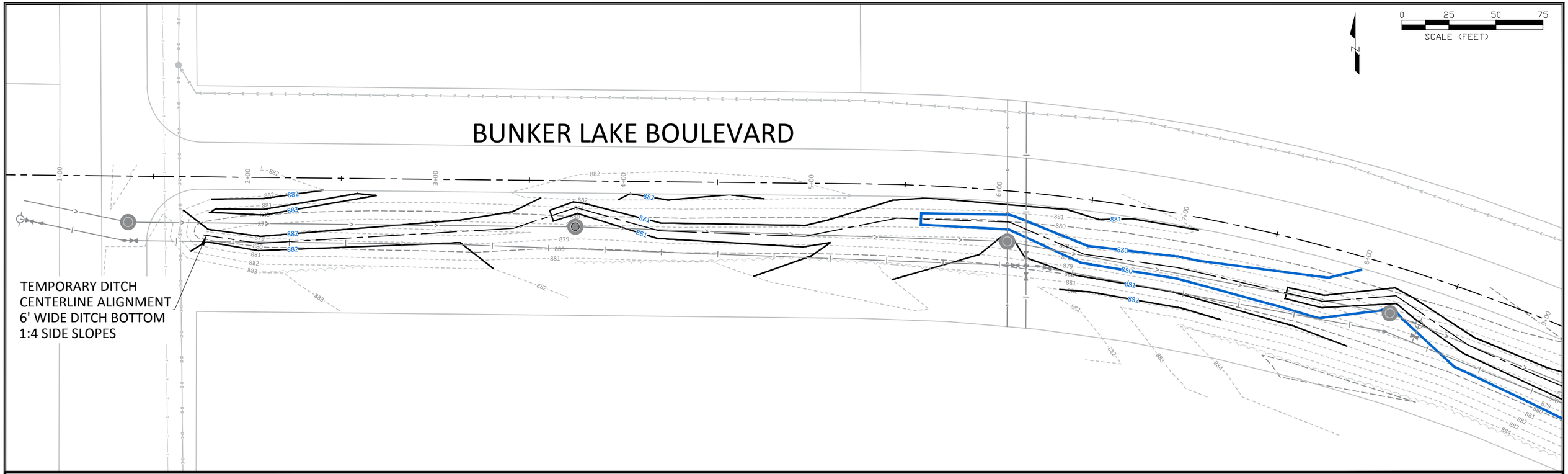
City of RAMSEY

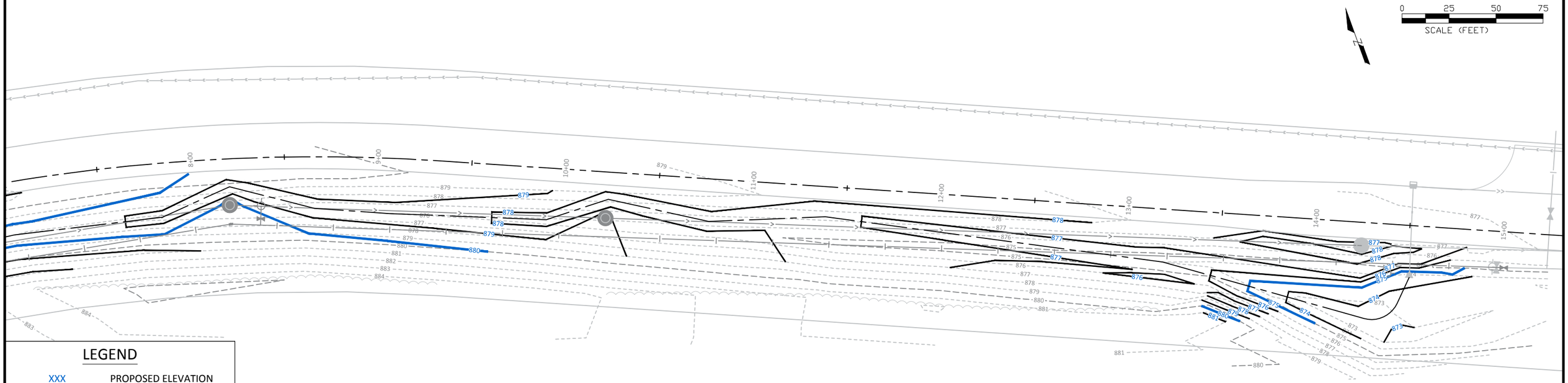
CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□2□1□10 FA□ □6□□□□□□□□

SANITARY SEWER &
WATERMAIN CONSTRUCTION

BUNKER LAKE BLVD. UTILITIES EXTENSION
CITY PROJECT NO. 17-09
CITY OF RAMSEY, MINNESOTA

SHEET 6 OF 11 SHEETS





LEGEND

- XXX — PROPOSED ELEVATION
- XXX — EXISTING ELEVATION
- PROPOSED 1' CONTOUR
- PROPOSED 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING 5' CONTOUR

DATE	REVISION

May 30, 2017 - 8:39am
G:\Engineering\AutoCad Dwgs\Projects A-M\Bunker Lake Blvd Utilities Extension - 2017\Plan Drawings\Grading Plan.dwg

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

BRUCE WESTBY
Date 5/26/17 Lic. No. 40116

DESIGNED BY: JJF	
DRAWN BY: JJF	DATE: 5/26/17
CHECKED BY: BRW	FILE No. 17-09

City of RAMSEY

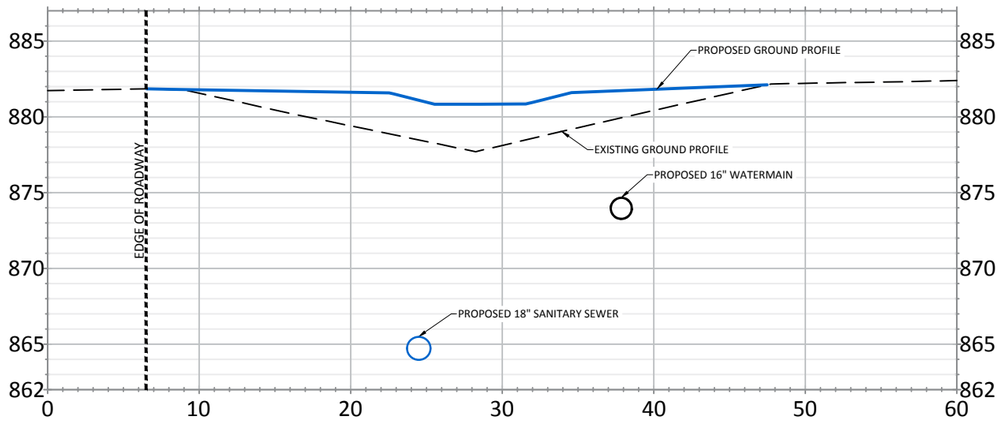
CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

GRADING PLAN

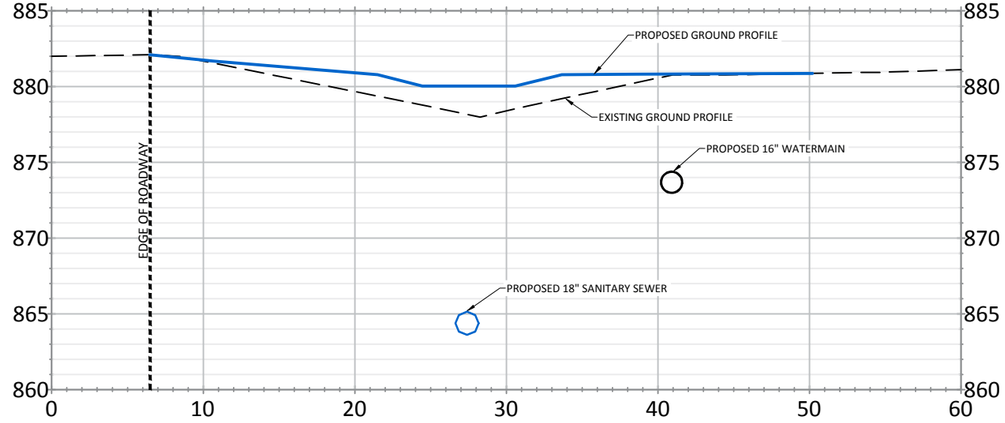
BUNKER LAKE BLVD. UTILITIES EXTENSION
CITY PROJECT NO. 17-09
CITY OF RAMSEY, MINNESOTA

SHEET 7 OF 11 SHEETS

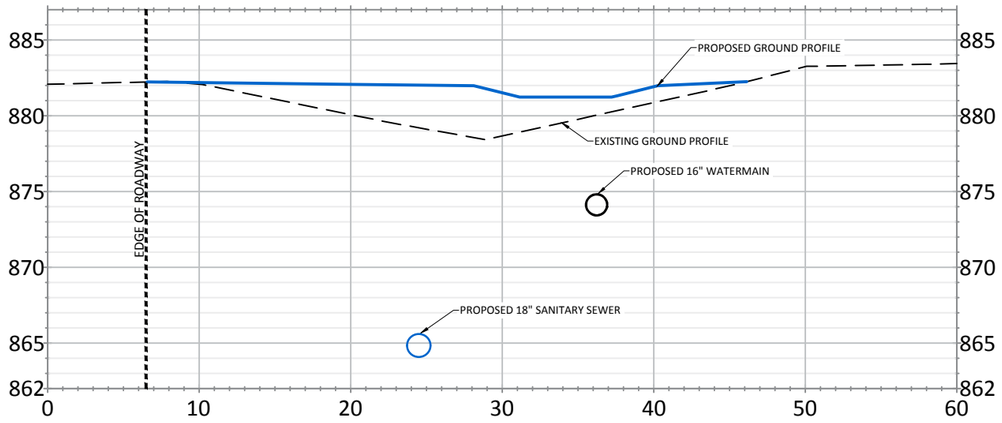
STATION 3+00



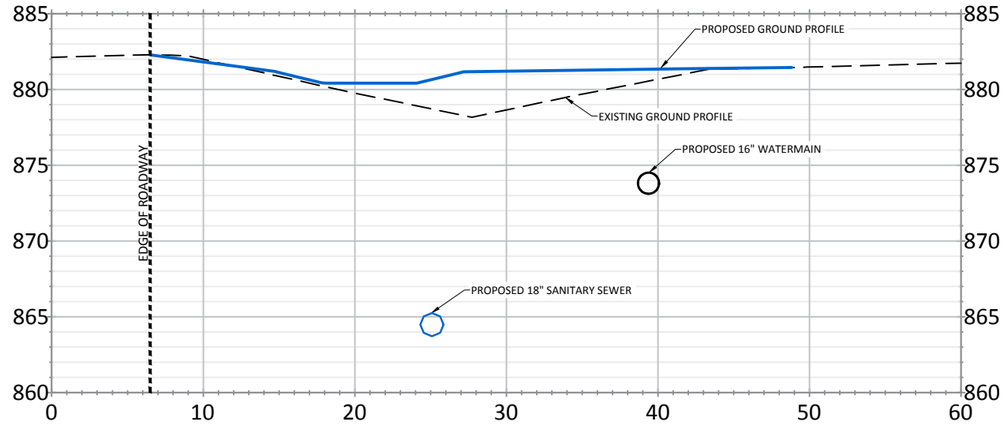
STATION 5+00



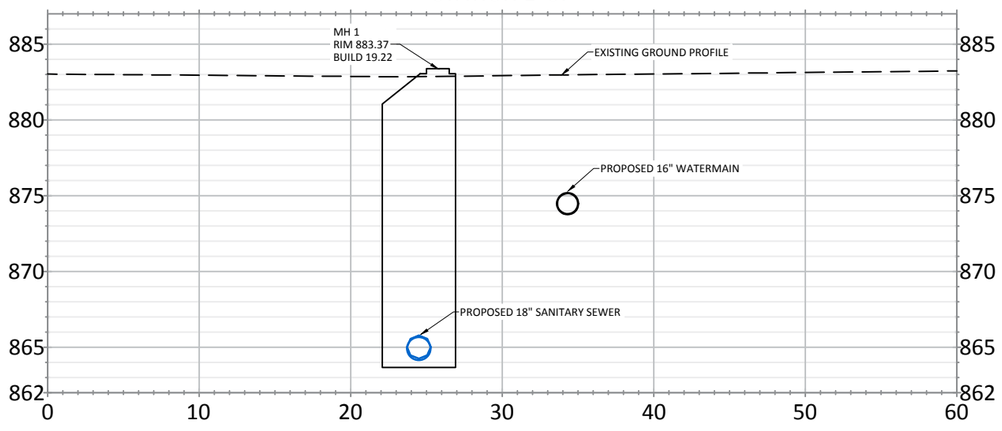
STATION 2+00



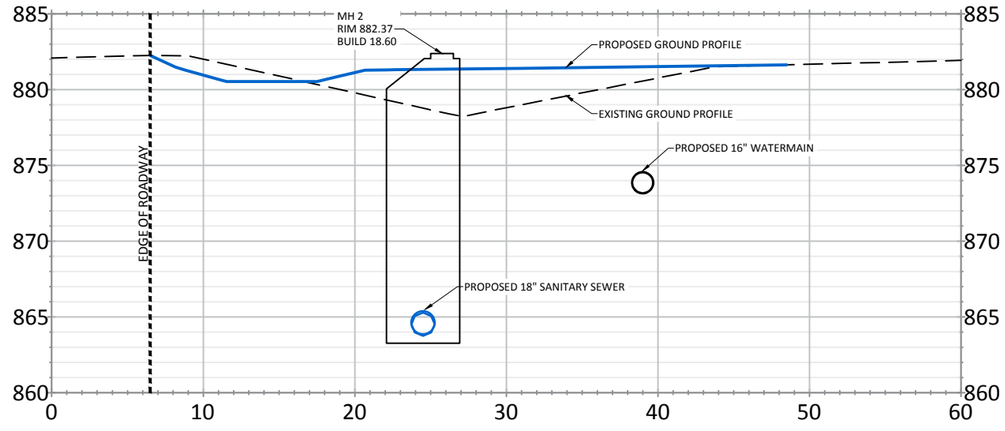
STATION 4+00



STATION 1+37



STATION 3+75



DATE	REVISION

May 30, 2017 - 8:39am
G:\Engineering\AutoCad Dwgs\Projects A-M\Bunker Lake Blvd Utilities Extension - 2017\Plan Drawings\Grading Plan.dwg

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

BRUCE WESTBY
Date 5/26/17 Lic. No. 40116

DESIGNED BY: JJF	
DRAWN BY: JJF	DATE: 5/26/17
CHECKED BY: BRW	FILE No. 17-09

City of RAMSEY

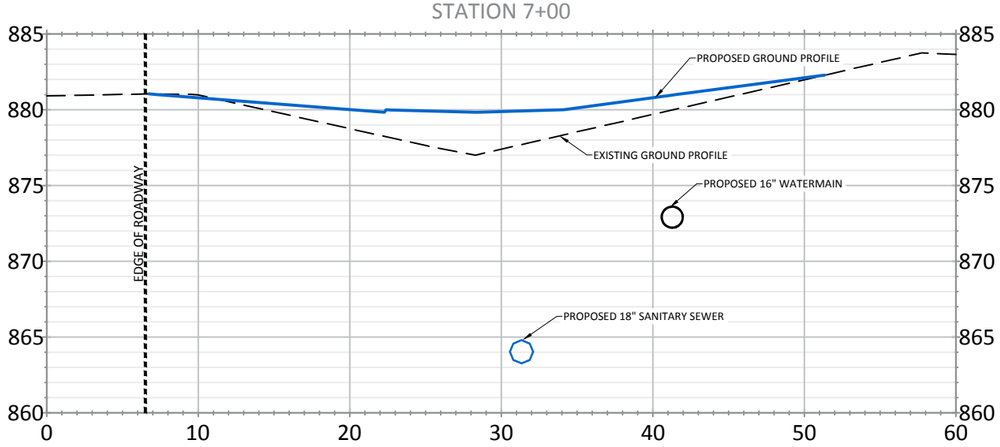
CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

CROSS SECTION STA. 1+37 TO STA. 5+00

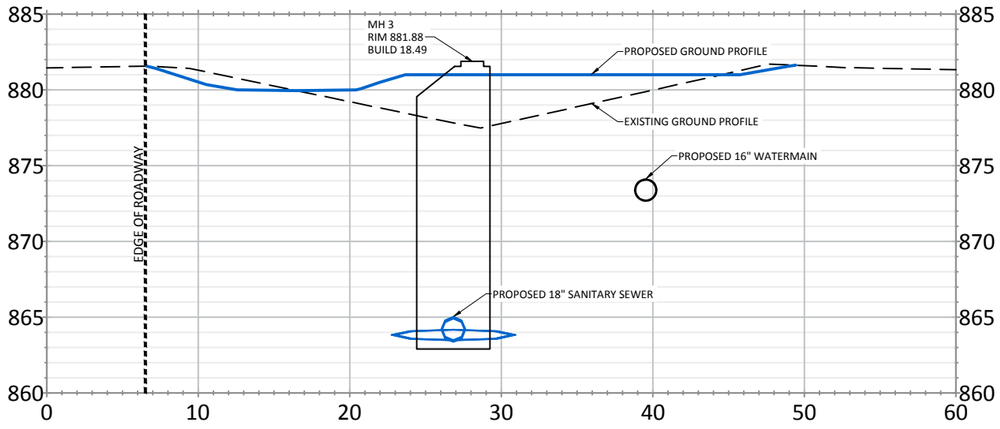
BUNKER LAKE BLVD. UTILITIES EXTENSION
CITY PROJECT NO. 17-09
CITY OF RAMSEY, MINNESOTA

SHEET 8 OF 11 SHEETS

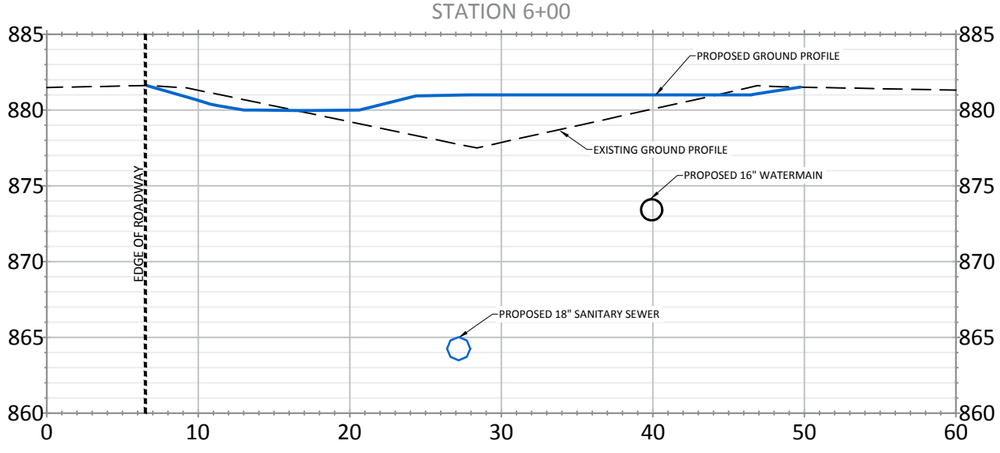
STATION 7+00



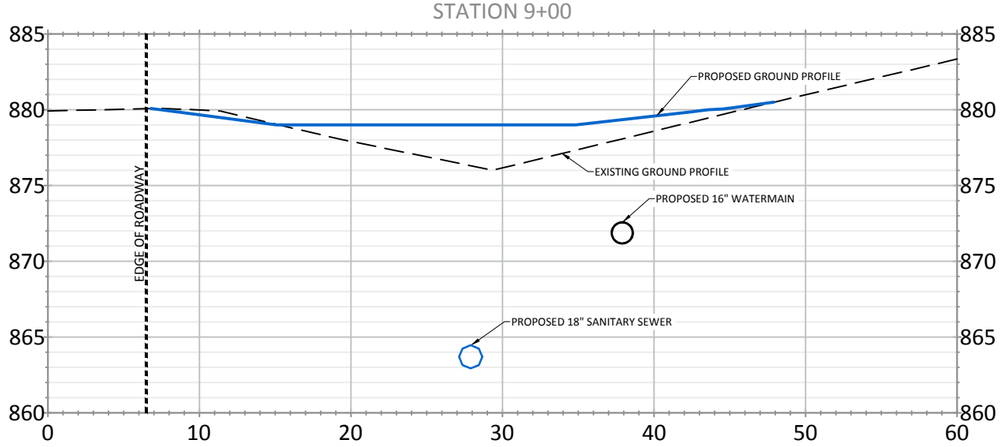
STATION 6+07



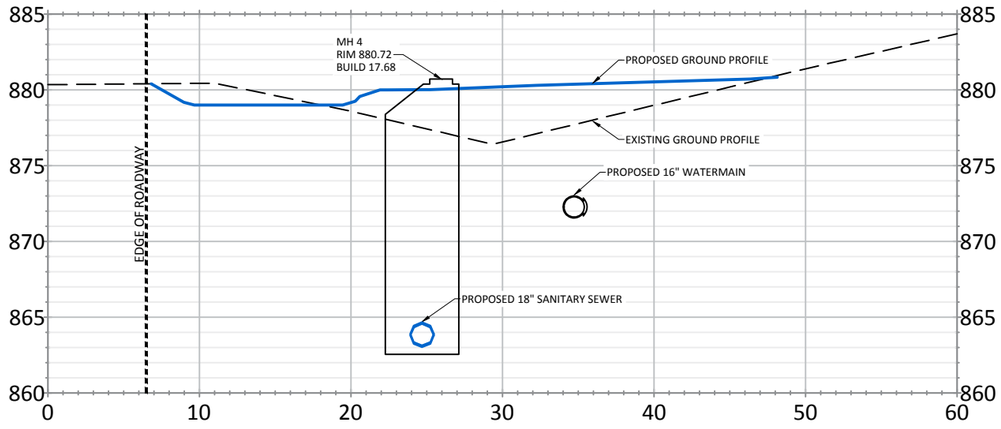
STATION 6+00



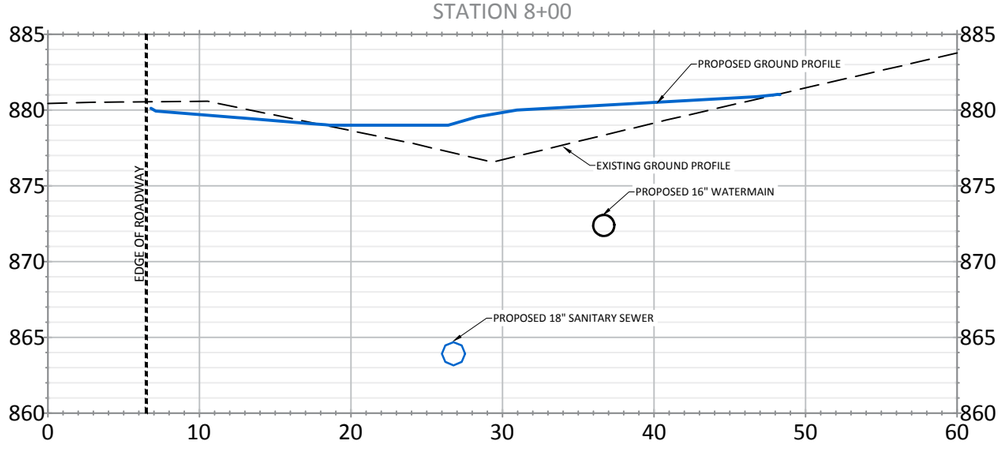
STATION 9+00



STATION 8+20



STATION 8+00



DATE	REVISION

May 30, 2017 - 8:39am
G:\Engineering\AutoCad Dwgs\Projects A-M\Bunker Lake Blvd Utilities Extension - 2017\Plan Drawings\Grading Plan.dwg

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

BRUCE WESTBY
Date 5/26/17 Lic. No. 40116

DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 5/26/17
CHECKED BY:	BRW	FILE No. 17-09

City of RAMSEY

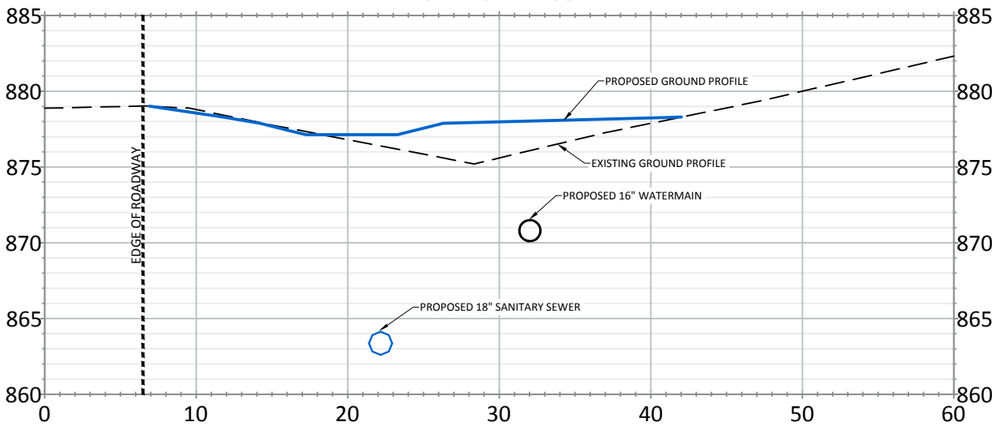
CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

CROSS SECTIONS STA. 6+00 TO STA. 9+00

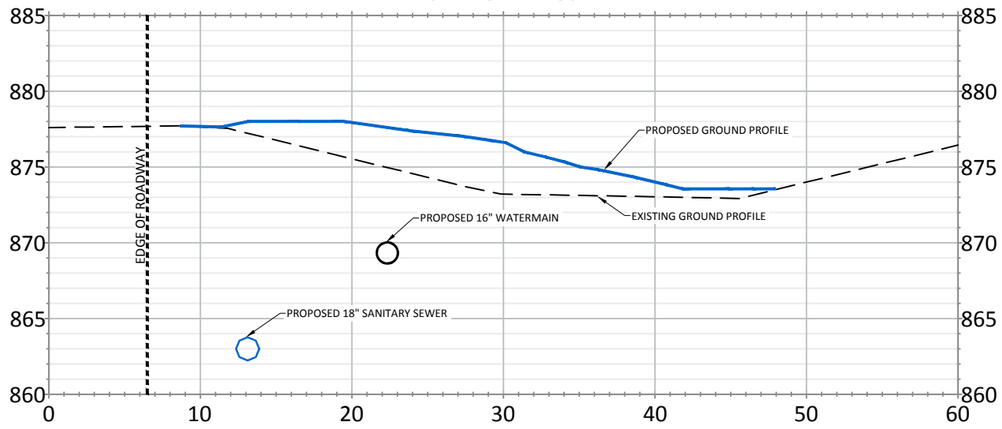
BUNKER LAKE BLVD. UTILITIES EXTENSION
CITY PROJECT NO. 17-09
CITY OF RAMSEY, MINNESOTA

SHEET 9 OF 11 SHEETS

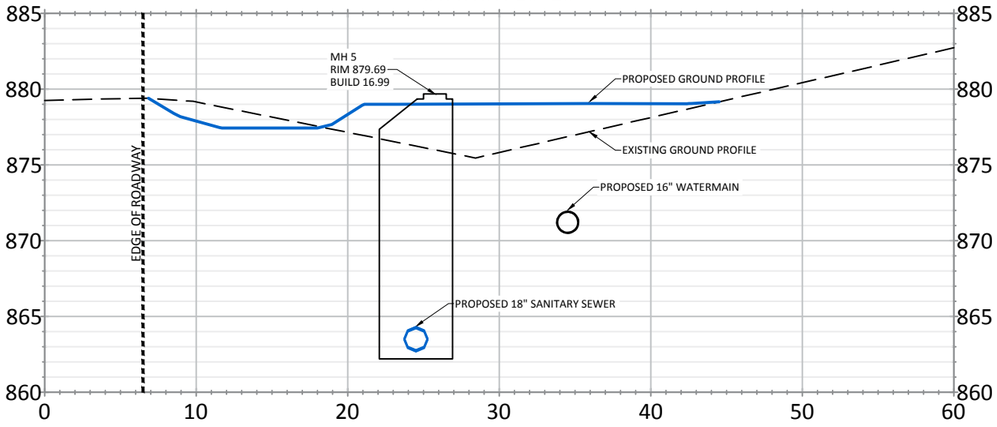
STATION 11+00



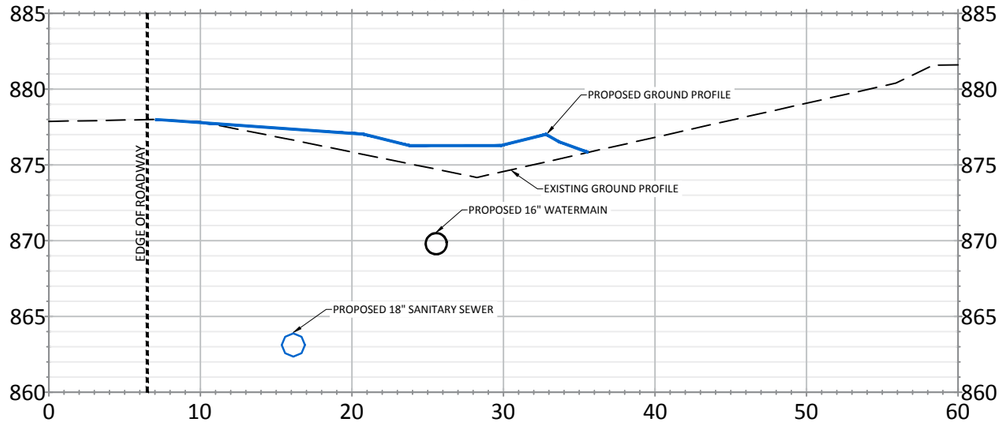
STATION 14+00



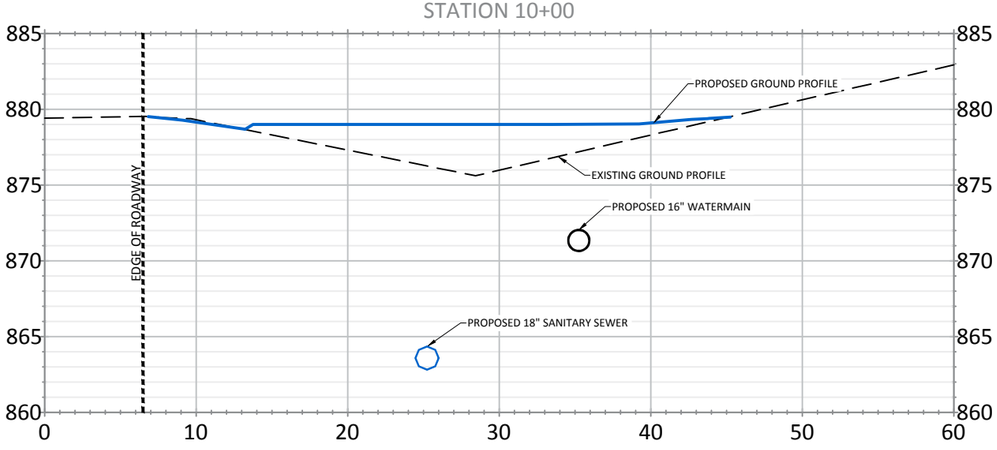
STATION 10+23



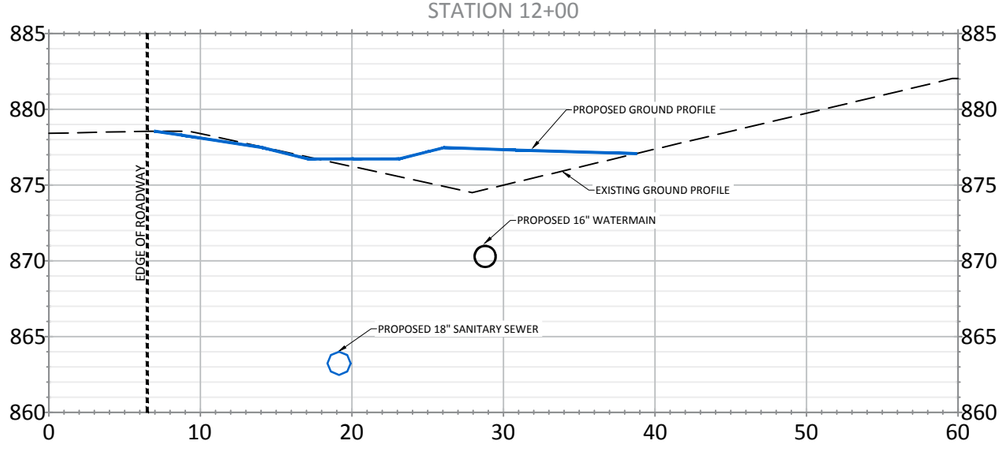
STATION 13+00



STATION 10+00



STATION 12+00



DATE	REVISION

May 30, 2017 - 8:39am
G:\Engineering\AutoCad Dwgs\Projects A-M\Bunker Lake Blvd Utilities Extension - 2017\Plan Drawings\Grading Plan.dwg

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

BRUCE WESTBY
Date 5/26/17 Lic. No. 40116

DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 5/26/17
CHECKED BY:	BRW	FILE No. 17-09

City of RAMSEY

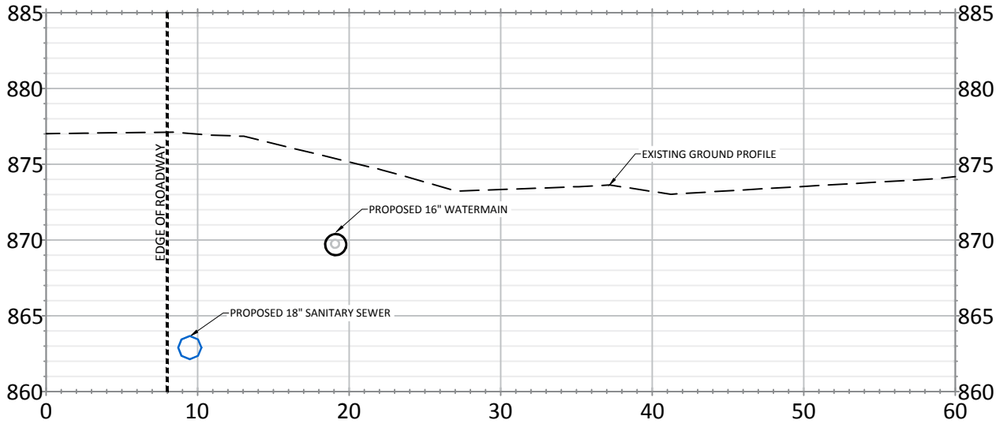
CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

CROSS SECTIONS STA. 10+00 TO STA. 14+00

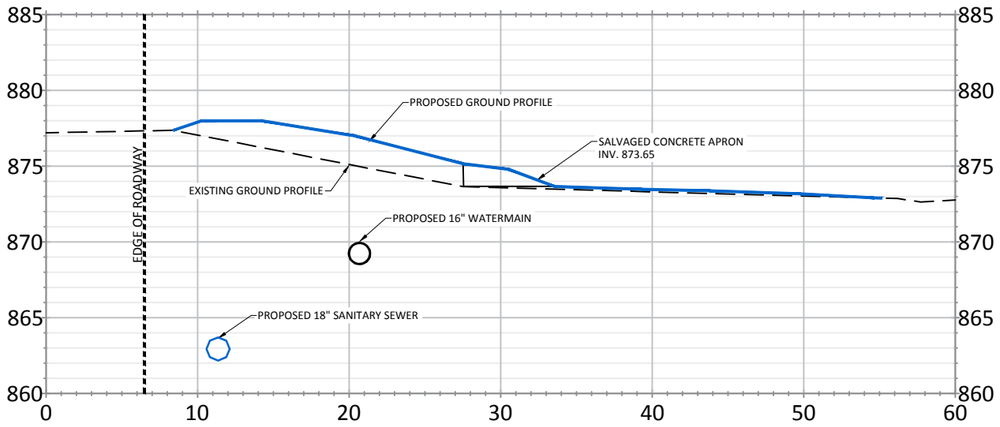
BUNKER LAKE BLVD. UTILITIES EXTENSION
CITY PROJECT NO. 17-09
CITY OF RAMSEY, MINNESOTA

SHEET 10 OF 11 SHEETS

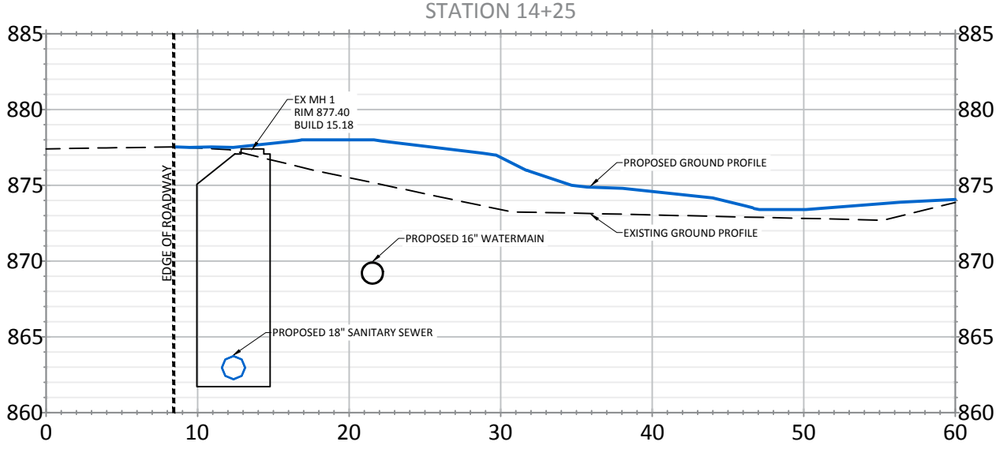
STATION 15+00



STATION 14+51



STATION 14+25



DATE	REVISION

May 30, 2017 - 2:57pm
G:\Engineering\AutoCad Dwgs\Projects A-M\Bunker Lake Blvd Utilities Extension - 2017\Plan Drawings\Grading Plan.dwg

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

BRUCE WESTBY
Date 5/26/17 Lic. No. 40116

DESIGNED BY:	JJF		
DRAWN BY:	JJF	DATE:	5/26/17
CHECKED BY:	BRW	FILE No.	17-09

City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□2□1□10 FA□ □6□□□□□□□□

CROSS SECTIONS STA. 14+25 TO STA. 15+00

BUNKER LAKE BLVD. UTILITIES EXTENSION
CITY PROJECT NO. 17-09
CITY OF RAMSEY, MINNESOTA

SHEET 11 OF 11 SHEETS

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 6.**

Meeting Date: 06/27/2017

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #17-06-149 Approving Plans and Specifications and Authorizing Advertisements for Bids for Improvement Project #17-04, Sunwood Drive Striping Improvements

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #17-06-149 approving plans and specifications and authorizing advertisements for bids for Improvement Project #17-04, Sunwood Drive Striping Improvements.

Background:

The existing striping along Sunwood Drive between Armstrong Boulevard and Ramsey Boulevard is missing or faded in many areas, and some areas are not striped appropriately based on development that occurred since the street was originally striped. Staff therefore prepared plans and specifications for completing striping improvements along this segment of Sunwood Drive in 2017, which is Improvement Project #17-04.

Staff presented preliminary draft plans for proposed Sunwood Drive striping improvements to the Public Works Committee on April 18th. Based on feedback received from the Public Works Committee Staff prepared draft plans and specifications which were presented to the Public Works Committee on June 20th. The Public Works Committee recommended City Council approval of plans and specifications. Attached are copies of the draft plans and specifications.

In summary, the draft plans replace all existing center two-way turn lanes with dedicated left turn lanes for public streets and private accesses based on existing access locations. Several dedicated right turn lanes were also added.

The plans incorporate dedicated left turn lanes for Casey's gas station and convenience store, the west driveway for the Residence at the COR apartments, and for the new segment of Yolite Street south of Sunwood Drive that will be constructed as part of the Stonebrook Day Care development. In addition, dedicated right turn lanes are proposed at Yolite Street, Casey’s, and Center Street.

No street sign removals or improvements are shown in the plans. Public Works staff will complete this work in-house using existing staff and resources.

If the attached plans and specifications are approved and advertisements for bids are authorized this evening, the proposed project schedule would be as follows:

- June 27th – Council approves plans and specifications and authorizes bids
- June 30th and July 7th – Bids advertised
- July 21st – Public bid opening

- July 25th – Council accepts bids and awards contract
- August 7th – Begin construction
- August 25th – Complete construction

Notification:

No notifications are required for this case.

Observations/Alternatives:

Observations:

Striping improvements on Sunwood Drive, east of Rhinestone Street and west of Zeolite Street, are proposed to be completed as part of the 2017 Crackseal and Sealcoat Improvements project. This evening, Council will consider awarding a contract for construction for the 2017 Crackseal and Sealcoat Improvements. This work is proposed to be complete before September meaning all striping improvements on Sunwood Drive between Armstrong Boulevard and Ramsey Boulevard will be complete before any Happy Days events begin.

Alternatives:

Alternative #1 – Motion to adopt Resolution #17-06-149 approving plans and specifications and authorizing advertisements for bids for Improvement Project #17-04, Sunwood Drive Striping Improvements.

Alternative #2 – Motion to deny adoption of Resolution #17-06-149 at this time.

Funding Source:

The engineer's estimate for construction costs is $16,842.10. Total project costs, including 23% indirect costs, is $20,715.78.

Funding for the proposed improvements is proposed through the Public Improvement Revolving Fund, which has a fund balance of approximately $4,000,000.

Recommendation:

Staff recommends alternative #1 due to the poor condition of the existing pavement striping, and to address numerous access location changes that occurred over the years.

Action:

Adopt Resolution #17-06-149 approving plans and specifications and authorizing advertisements for bids for Improvement Project #17-04, Sunwood Drive Striping Improvements.

Attachments

Resolution 1706149

IP1704 Plans Draft

IP1704 Specs Draft

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	06/21/2017 03:24 PM
Kurt Ulrich	Kurt Ulrich	06/22/2017 11:38 AM
Form Started By: Bruce Westby		Started On: 06/19/2017 06:54 AM
Final Approval Date: 06/22/2017		

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-149

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENTS FOR BIDS FOR IMPROVEMENT PROJECT #17-04, SUNWOOD DRIVE STRIPING IMPROVEMENTS

WHEREAS, Sunwood Drive between Armstrong Boulevard/CSAH 83 and Ramsey Boulevard/CSAH56 within the City's COR development area was constructed in 2006; and

WHEREAS, the existing pavement striping on this segment of Sunwood Drive is in poor condition and must be replaced to safely direct pedestrian and vehicle traffic; and

WHEREAS, the existing pavement striping includes significant center two-way turn lane striping since much of the corridor was undeveloped when Sunwood Drive was constructed and striped; and

WHEREAS, all center two-way turn lane striping is proposed to be replaced with dedicated left turn lane striping to better direct vehicles turning onto existing streets and into private accesses; and

WHEREAS, dedicated right turn lane striping is proposed to be added at several intersections to reduce delay and congestion due to right turning traffic, and to increase safety for pedestrians; and

WHEREAS, City staff prepared plans and specifications for pavement striping improvements along Sunwood Drive in 2017.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1. The Ramsey City Council hereby approves final plans and specifications as prepared by the City of Ramsey Engineering Department for the making of such improvements, and authorizes the advertisement of bids for the same improvements.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

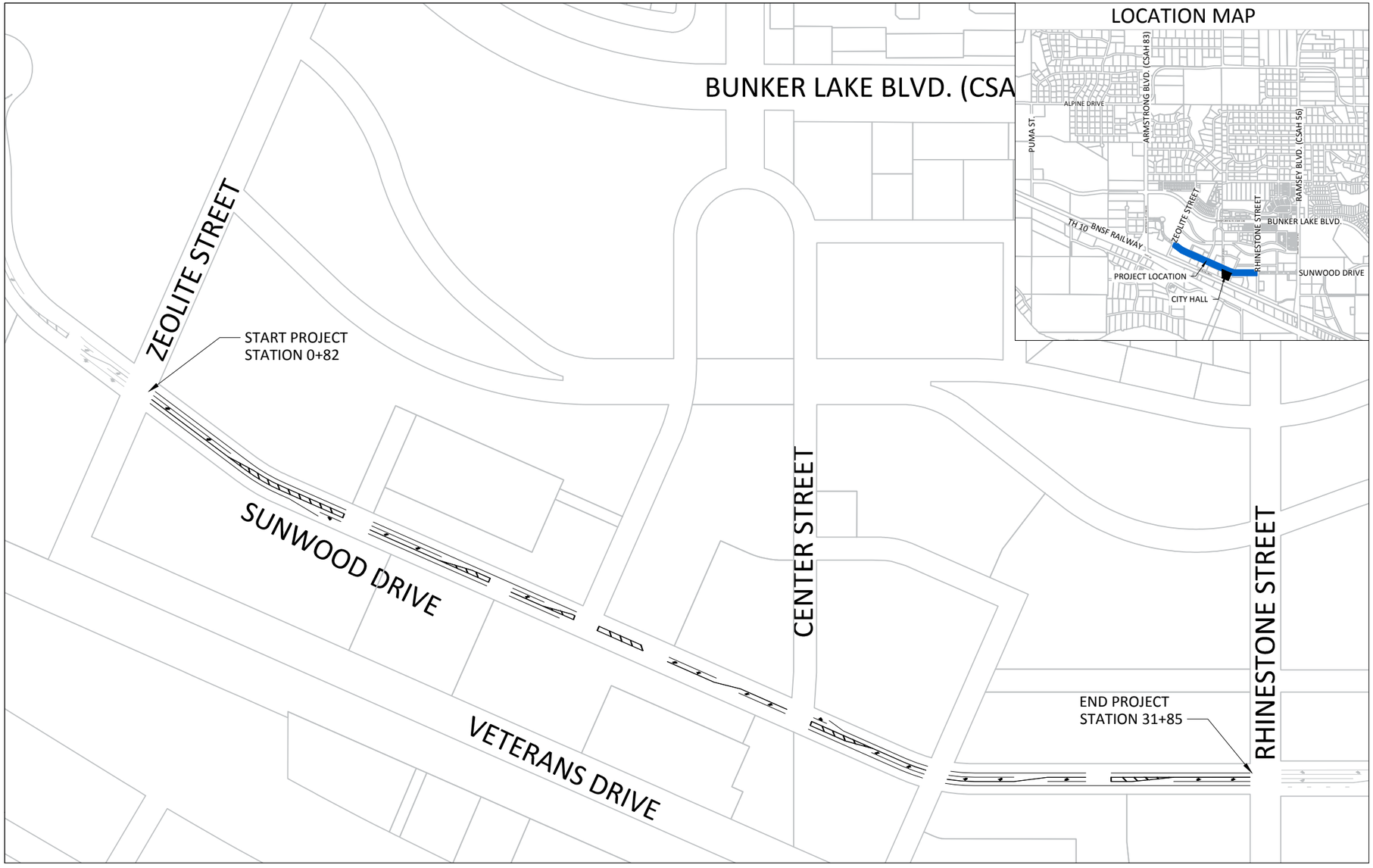
Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF RAMSEY
SUNWOOD DRIVE STRIPING IMPROVEMENTS
CITY IMPROVEMENT PROJECT NO. 17-04



0 150 300 450
SCALE (FEET)

N

City of RAMSEY

CITY OF RAMSEY
7550 SUNWOOD DRIVE
RAMSEY, MN 55303
(763) 427-1410 FAX (763) 433-9898

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL 1-800-252-1166 OR 651-454-0002

GSOC

Call before you dig
811
651 454-0002 Metro
800 252-1166 Outstate
www.gopherstateonecall.org

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

SHEET INDEX

THIS PLAN CONTAINS 10 SHEETS

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3 - 6	REMOVALS
7 - 10	STRIPING PLAN

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.

BRUCE R WESTBY, P.E.
RAMSEY CITY ENGINEER

40116
LIC. NO.

DATE _____

DATE	REVISION

Jun 07, 2017 - 9:35am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive Striping - 17-04\Plan Drawings\Location Map.dwg

17-04 SUNWOOD DRIVE STRIPING - ESTIMATED QUANTITIES

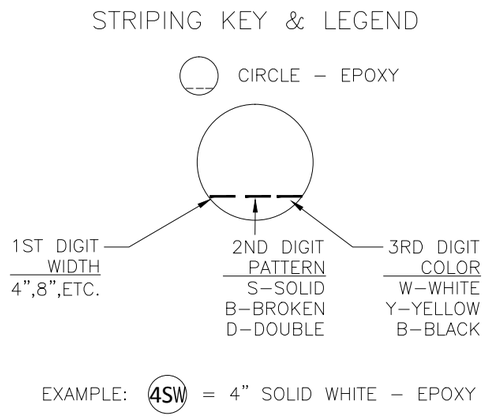
PAGE NO.	NOTE	ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY
		2021.501	MOBILIZATION	LS	1
3 - 4, 6	1	2102.501	PAVEMENT MARKING REMOVAL	SF	480
3 - 6	1, 2	2102.502	PAVEMENT MARKING REMOVAL	LF	2104
		2563.601	TRAFFIC CONTROL	LS	1
7 - 10		2582.501	PAVT MSSG (LT ARROW) - EPOXY	EA	16
7, 9		2582.501	PAVT MSSG (RT ARROW) - EPOXY	EA	2
7 - 10	3	2582.502	4" DOUBLE SOLID LINE YELLOW - EPOXY	LF	3652
7 - 10		2582.502	4" SOLID LINE WHITE - EPOXY	LF	5895
7 - 10		2582.502	24" SOLID LINE YELLOW - EPOXY	LF	427

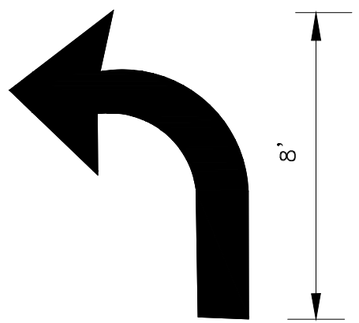
NOTES:

1. REMOVALS SHALL BE MARKED IN THE FIELD BY CITY STAFF.
2. REMOVAL OF DOUBLE SOLID LINE IS PAID BY LINEAR FOOT FOR EACH SOLID LINE. EXAMPLE: 50 LF OF DOUBLE SOLID LINE REMOVAL EQUALS 100 LF OF PAVEMENT MARKING REMOVAL.
3. 4" DOUBLE SOLID LINE SHALL BE SPACED 4" APART AS MEASURED AT THE INSIDE EDGES OF THE LINES.

17-04 SUNWOOD DRIVE STRIPING SUMMARY

LINE	SEGMENT NO.	START STATION	TAPER STATION	END STATION	LENGTH (FEET)	KEY
EB FOG LINE	EB FL 1	0+85		6+12	531	4SW
	EB FL 2	7+50		10+89	339	4SW
	EB FL 3	11+53		13+31	178	4SW
	EB FL 4	20+09		23+31	324	4SW
	EB FL 5	23+90		31+85	797	4SW
EB TURN LANE	EB TL 1	6+12		6+72	60	4SW
	EB TL 2	18+04		19+37	133	4SW
	EB TL 3	21+84		23+33	149	4SW
	EB TL 4	26+56		27+56	100	4SW
	EB TL 5	29+85		31+85	200	4SW
CENTERLINE	CL 1	0+83		6+72	590	4DY
	CL 1A	3+33	4+07	6+72	338	4DY
	CL 1D	3+33		6+72	154	24SY
	CL 2	7+50		10+89	339	4DY
	CL 2A	9+50	10+37	10+89	139	4DY
	CL 2D	9+50		10+89	48	24SY
	CL 3	11+53		13+31	178	4DY
	CL 3A	12+43	13+21	13+31	89	4DY
	CL 3D	12+43		13+31	26	24SY
	CL 4	14+00		15+30	130	4DY
	CL 4A	14+00		15+20	120	4DY
	CL 4D	14+00		15+30	74	24SY
	CL 5	16+00		19+37	338	4DY
	CL 6	20+09		23+34	324	4DY
	CL 6A	20+09	21+09	21+84	176	4DY
	CL 6D	20+09		21+84	70	24SY
	CL 7	23+93		27+56	364	4DY
	CL 8	28+22		31+85	363	4DY
	CL 8A	28+22	28+76	29+85	164	4DY
	CL 8D	28+22		29+85	55	24SY
WB FOG LINE	WB FL 1	31+85		28+22	363	4SW
	WB FL 2	27+56		23+99	354	4SW
	WB FL 3	23+36		20+49	285	4SW
	WB FL 4	13+31		7+50	581	4SW
	WB FL 5	6+72		0+78	590	4SW
WB TURN LANE	WB TL 1	25+68		23+96	171	4SW
	WB TL 2	20+46		20+09	37	4SW
	WB TL 3	17+35		16+00	135	4SW
	WB TL 4	12+43		11+53	90	4SW
	WB TL 5	9+49		7+50	200	4SW
	WB TL 6	2+80		0+80	200	4SW





PAVEMENT ARROW MARKINGS

PERMANENT PAVEMENT MARKING GENERAL NOTES AND GUIDELINES:

1. THE ENGINEER'S INVOLVEMENT IN THE APPLICATION OF THE MATERIAL SHALL BE LIMITED TO FIELD CONSULATATION AND INSPECTION. THE CONTRACTOR WILL PLACE NECESSARY "SPOTTING" AT APPROPRIATE POINTS TO PROVIDE HORIZONTAL CONTROL FOR STRIPING TO DETERMINE NECESSARY STARTING AND CUTOFF POINTS. LONGITUDINAL JOINTS, PAVEMENT EDEGES AND EXISTING MARKINGS MAY SERVE AS HORIZONTAL CONTROL WHEN SO DIRECTED.
2. EDGE LINES AND LANE LINES ARE TO BE BROKEN ONLY AT INTERSECTIONS WITH PUBLIC ROADS AND AT PRIVATE ENTRANCES IF THEY ARE CONTROLLED BY A YIELD SIGN, STOP SIGN OR TRAFFIC SIGNAL. THE BREAK POINT IS TO BE AT THE START OF THE RADIUS FOR THE INTERSECTION OR AT MARKED STOP LINES OR CROSSWALKS.
3. TOLERANCE OF $\frac{1}{4}$ INCH UNDER OR $\frac{1}{4}$ OVER THE SPECIFIED WIDTH WILL BE ALLOWED FOR STRIPING PROVIDED THE VARIATION IS GRADUAL AND DOES NOT DETRACT FROM THE GENERAL APPEARANCE. BROKEN LINE SEGMENTS MAY VARY UP TO $\frac{1}{2}$ FOOT FROM THE SPECIFIED LENGTHS PROVIDED THE OVER AND UNDER VARIATIONS ARE REASONABLY COMPENSATORY. ALIGNMENT DEVIATIONS FROM THE CONTROL GUIDE SHALL NOT EXCEED 1 INCH. MATERIAL SHALL NOT BE APPLIED OVER LONGITUDINAL JOINTS. ESTABLISHMENT OF APPLICATION TOLERANCES SHALL NOT RELIEVE THE CONTRACTOR OF THEIR RESPONSIBILITY TO COMPLY AS CLOSELY AS PRACTICABLE WITH THE PLANNED DIMENSIONS.
4. THE ROAD SURFACE SHALL BE CLEANED AT THE DIRECTION OF THE ENGINEER JUST PRIOR TO APPLICATION. PAVEMENT CLEANING SHALL CONSIST OF AT LEAST BRUSHING WITH A ROTARY BROOM (NON-METALLIC) OR AS RECOMMENDED BY THE MATERIAL MANUFACTURER AND ACCEPTABLE TO THE ENGINEER. THIS WORK SHALL BE INCIDENTAL TO PAVEMENT MARKING.
5. THE EPOXY MARKING APPLICATION SHALL IMMEDIATELY FOLLOW THE PAVEMENT CLEANING. GLASS BEADS SHALL BE APPLIED IMMEDIATELY AFTER APPLICATION OF THE EPOXY RESIN LINE TO PROVIDE AN IMMEDIATE NO-TRACK SYSTEM.
6. FOR 15 MIL APPLICATIONS, GLASS BEADS SHALL BE APPLIED AT A RATE OF AT LEAST 25 LB/GAL. THE "NO-TRACKING" CONDITION SHALL BE DETERMINED ON AN APPLICATION OF SPECIFIED THICKNESS TO THE PAVEMENT AND COVERED WITH GLASS BEADS AT THE RATE OF AT LEAST 25 LB/GAL.
7. OPERATIONS SHALL BE CONDUCTED ONLY WHEN THE ROAD PAVEMENT SURFACE TEMPERATURES ARE 50 DEGREES °F OR GREATER.
8. PERMANENT PAVEMENT MARKINGS SHALL NOT BE PLACED OVER TEMPORARY TAPE MARKINGS.

DATE	REVISION

Jun 07, 2017 - 9:35am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive Striping - 17-04\Plan Drawings\Location Map.dwg

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

BRUCE WESTBY
Date 6/7/17 Lic. No. 40116

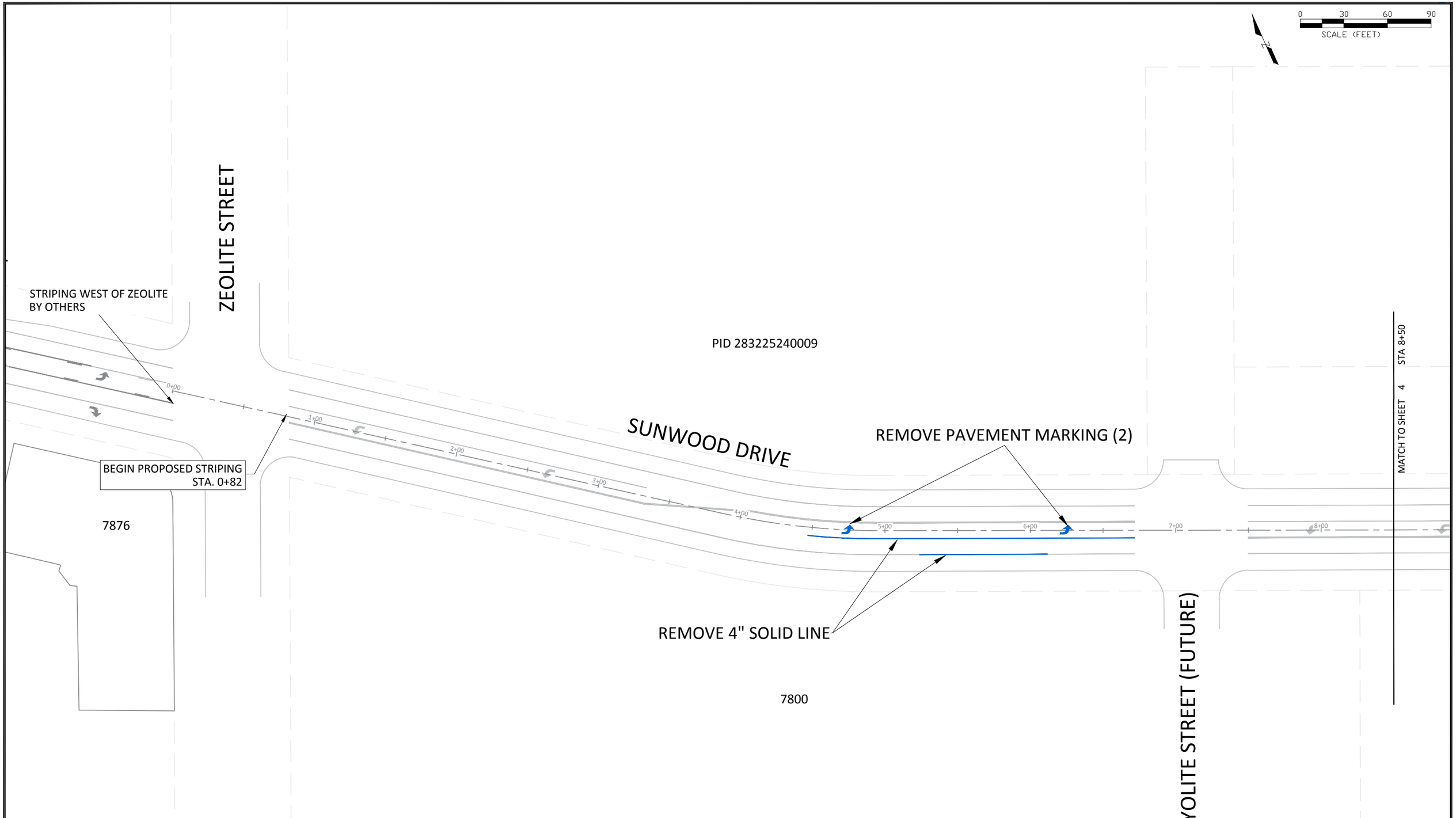
DESIGNED BY:	
JJF	
DRAWN BY: JJF	DATE: 6/7/17
CHECKED BY: BRW	FILE No. 17-04

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□2□□1□10 FA□ □6□□□□□□□□

SEQ & NOTES

SUNWOOD DRIVE STRIPING IMPROVEMENTS
CITY PROJECT NO. 17-04
CITY OF RAMSEY, MINNESOTA

SHEET 2 OF 10 SHEETS



DATE	REVISION

Jun 07, 2017 - 9:36am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive Striping - 17-04\Plan Drawings\Removals.dwg

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

BRUCE WESTBY
Date 6/7/17 Lic. No. 40116

DESIGNED BY: JJF	
DRAWN BY: JJF	DATE: 6/7/17
CHECKED BY: BRW	FILE No. 17-04

City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

REMOVALS STA. 0+00 TO 8+50

SUNWOOD DRIVE STRIPING IMPROVEMENTS
CITY PROJECT NO. 17-04
CITY OF RAMSEY, MINNESOTA

SHEET 3 OF 10 SHEETS

0 30 60 90
SCALE (FEET)

N

MATCH TO SHEET 3 STA 8+50

MATCH TO SHEET 5 STA 17+50

PID 283225240013

PID 283225240008

PID 283225310009

REMOVE 4" DOUBLE SOLID LINE

REMOVE PAVEMENT MARKING (2)

REMOVE 4" SOLID LINE

SUNWOOD DRIVE

8+00 9+00 10+00 11+00 12+00 13+00 14+00 15+00 16+00 17+00

REMOVE 4" SOLID LINE

7750

7700

7650

DATE	REVISION

Jun 07, 2017 - 9:36am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive Striping - 17-04\Plan Drawings\Removals.dwg

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

BRUCE WESTBY
Date 6/7/17 Lic. No. 40116

DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 6/7/17
CHECKED BY:	BRW	FILE No. 17-04

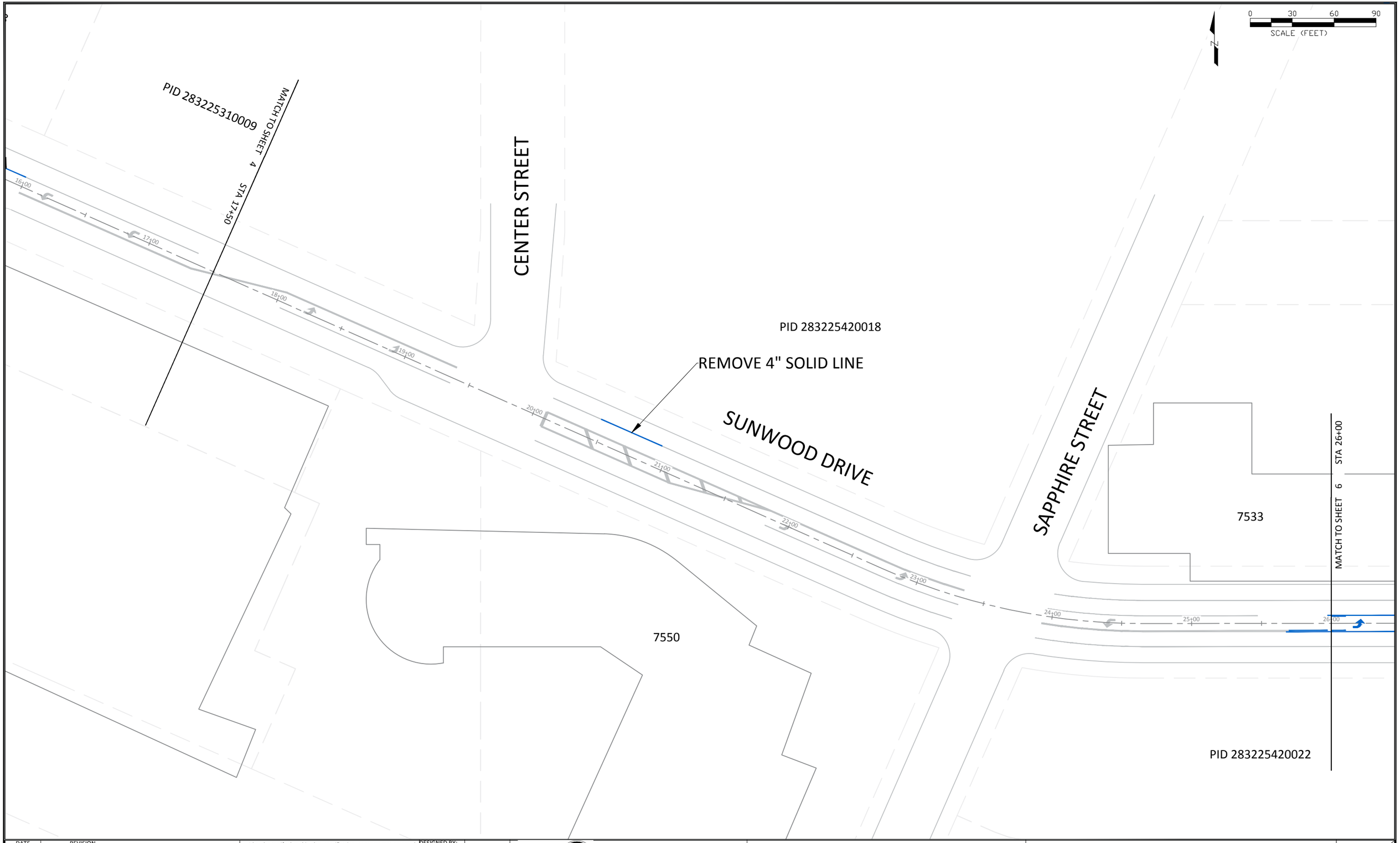
City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

REMOVALS STA. 8+50 TO 17+50

SUNWOOD DRIVE STRIPING IMPROVEMENTS
CITY PROJECT NO. 17-04
CITY OF RAMSEY, MINNESOTA

SHEET 4 OF 10 SHEETS



DATE	REVISION

Jun 07, 2017 - 9:36am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive Striping - 17-04\Plan Drawings\Removals.dwg

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

BRUCE WESTBY
Date 6/7/17 Lic. No. 40116

DESIGNED BY: JJF	
DRAWN BY: JJF	DATE: 6/7/17
CHECKED BY: BRW	FILE No. 17-04

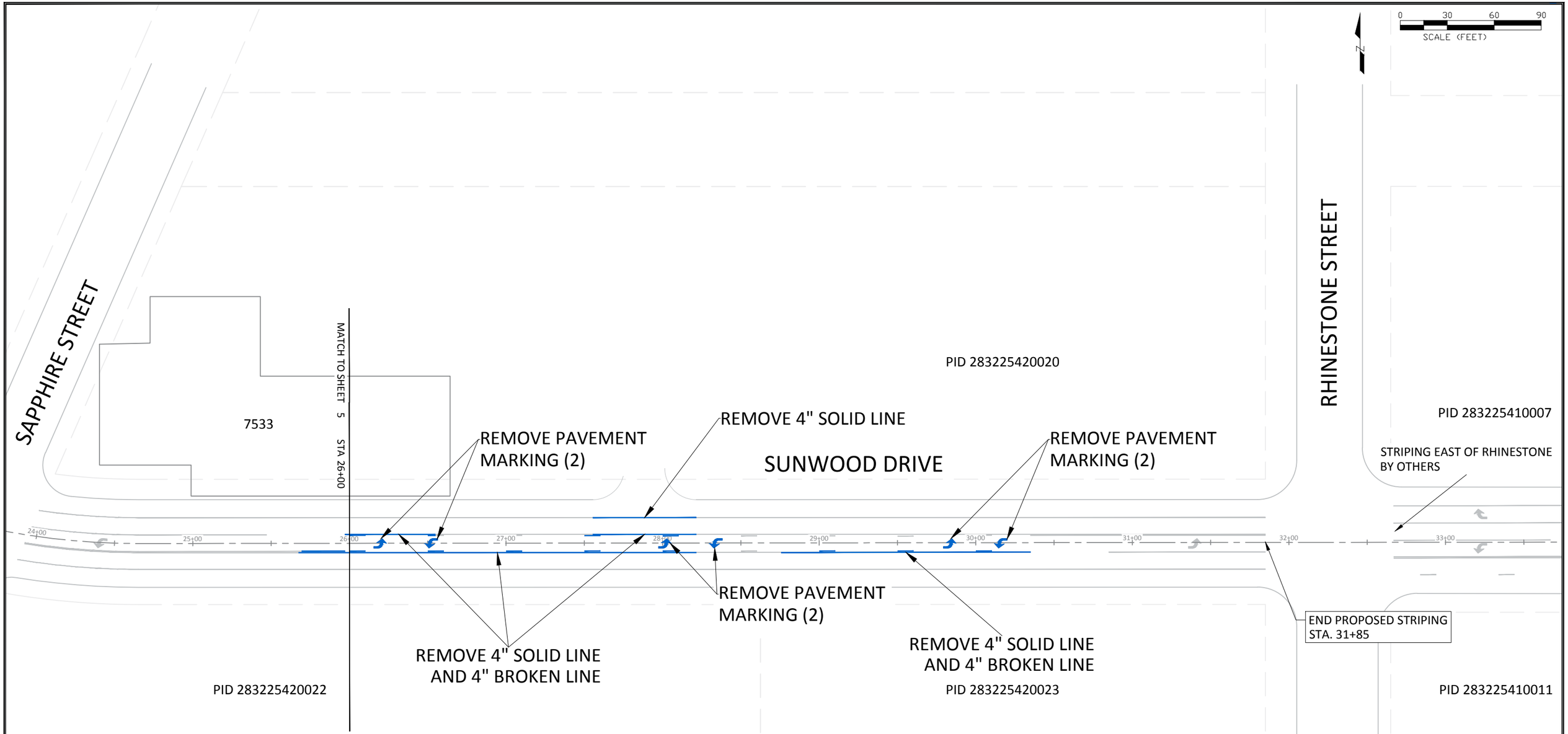
City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□2□1□10 FA□ □6□□□□□□□□□

REMOVALS STA. 17+50 TO 26+00

SUNWOOD DRIVE STRIPING IMPROVEMENTS
CITY PROJECT NO. 17-04
CITY OF RAMSEY, MINNESOTA

SHEET 5 OF 10 SHEETS



DATE	REVISION

Jun 07, 2017 - 9:37am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive Striping - 17-04\Plan Drawings\Removals.dwg

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

BRUCE WESTBY
Date 6/7/17 Lic. No. 40116

DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 6/7/17
CHECKED BY:	BRW	FILE No. 17-04

City of RAMSEY

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

REMOVALS STA. 26+00 TO 31+85

SUNWOOD DRIVE STRIPING IMPROVEMENTS
CITY PROJECT NO. 17-04
CITY OF RAMSEY, MINNESOTA

SHEET 6 OF 10 SHEETS

0 30 60 90
SCALE (FEET)

ZEOLITE STREET

STRIPING WEST OF ZEOLITE
BY OTHERS

PID 283225240009

4SW

SUNWOOD DRIVE

4DY

4SW

BEGIN PROPOSED STRIPING
STA. 0+82

0+00 1+00 2+00 3+00 4+00 5+00 6+00 7+00 8+00

4DY

4SW

24S Y

4SW

MATCH TO SHEET 8 STA 8+50

7876

7800

YOLITE STREET (FUTURE)

DATE	REVISION

Jun 07, 2017 - 9:37am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive Striping - 17-04\Plan Drawings\Sunwood Drive Striping - 2017.dwg

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

BRUCE WESTBY
Date 6/7/17 Lic. No. 40116

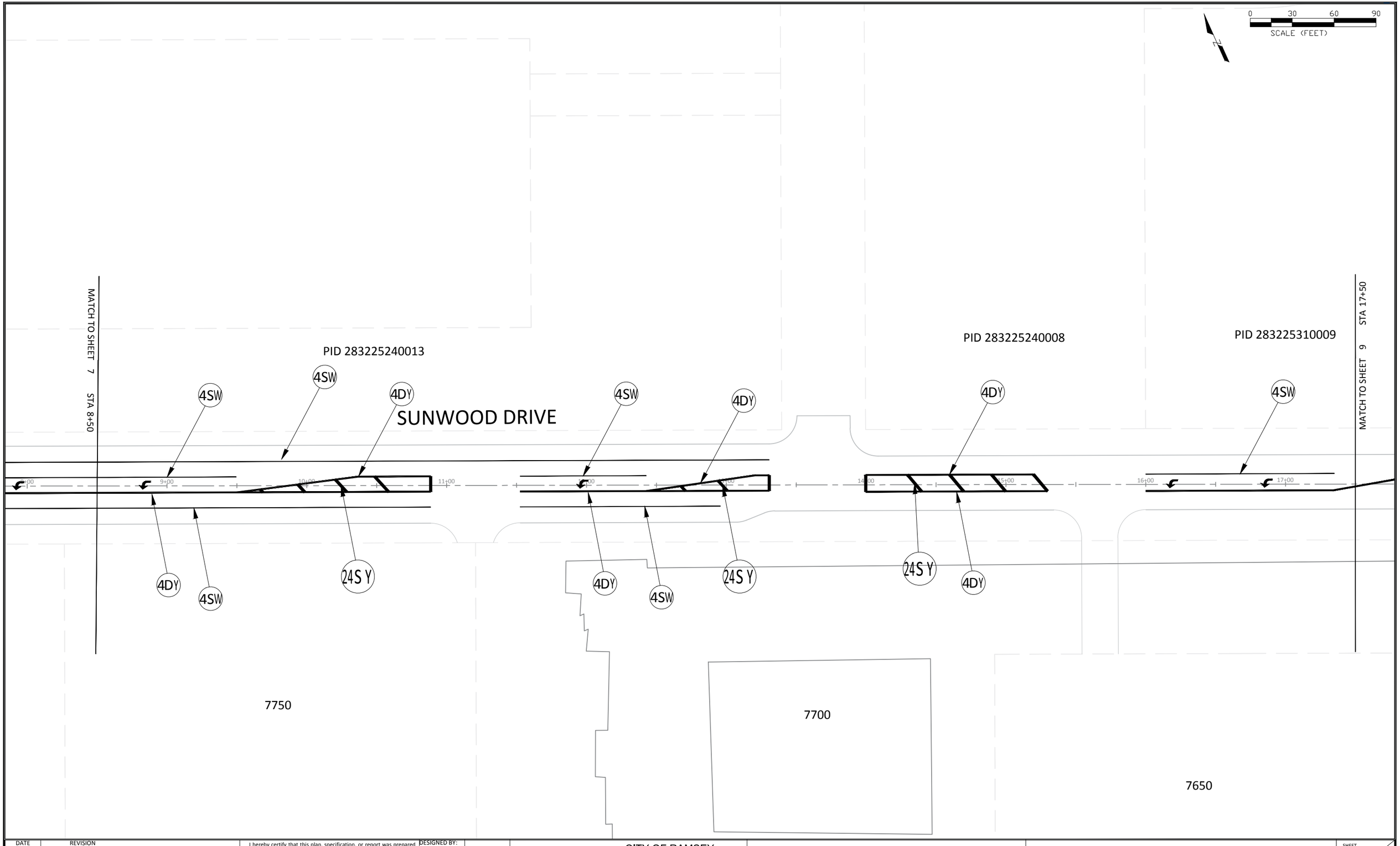
DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 6/7/17
CHECKED BY:	BRW	FILE No. 17-04

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

STRIPING PLAN STA. 0+00 TO 8+50

SUNWOOD DRIVE STRIPING IMPROVEMENTS
CITY PROJECT NO. 17-04
CITY OF RAMSEY, MINNESOTA

SHEET 7 OF 10 SHEETS



DATE	REVISION

Jun 07, 2017 - 9:37am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive Striping - 17-04\Plan Drawings\Sunwood Drive Striping - 2017.dwg

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

BRUCE WESTBY
Date 6/7/17 Lic. No. 40116

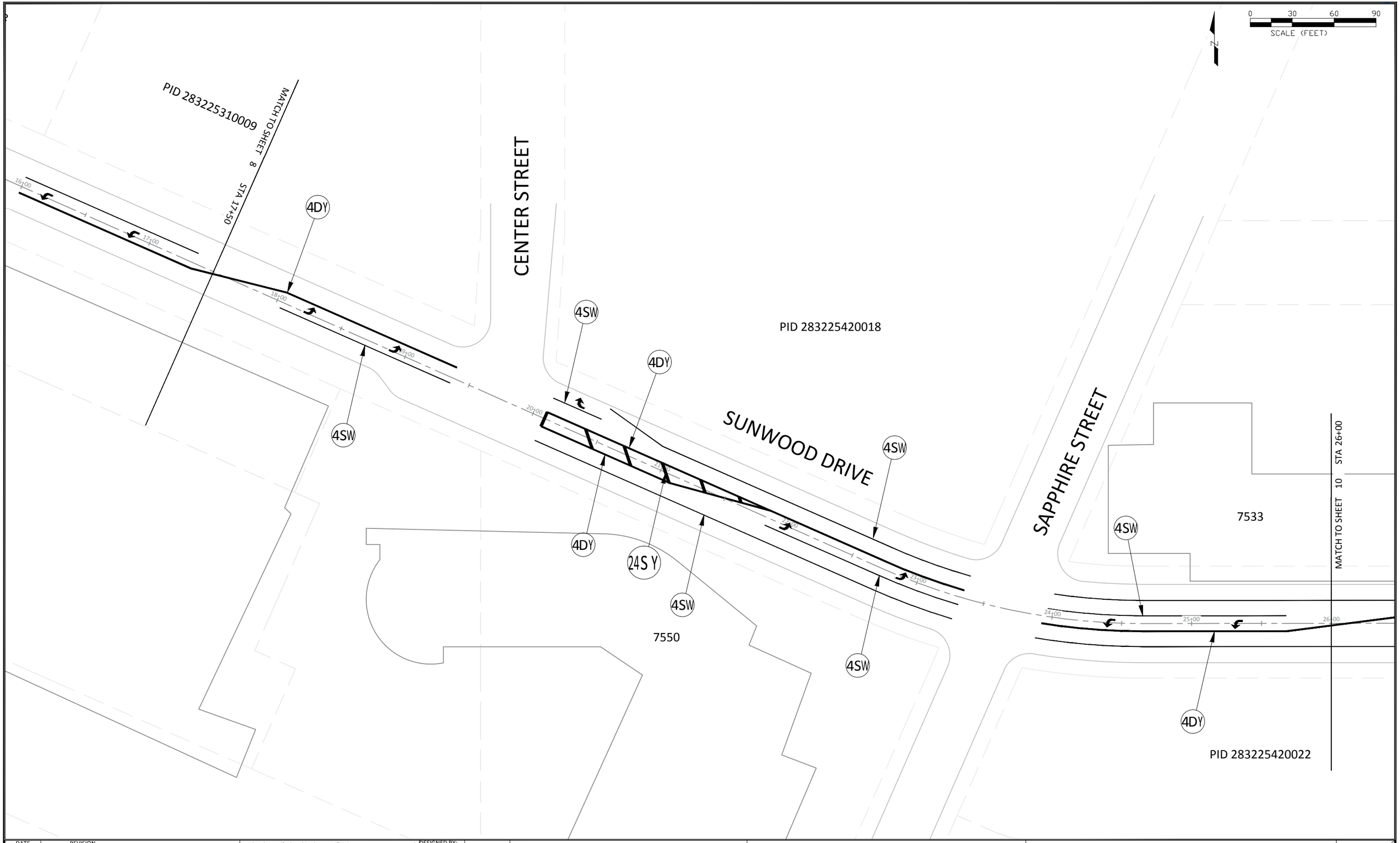
DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 6/7/17
CHECKED BY:	BRW	FILE No. 17-04

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

STRIPING PLAN STA. 8+50 TO 17+50

SUNWOOD DRIVE STRIPING IMPROVEMENTS
CITY PROJECT NO. 17-04
CITY OF RAMSEY, MINNESOTA

SHEET 8 OF 10 SHEETS



DATE	REVISION

Jun 07, 2017 - 9:37am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive Striping - 17-04\Plan Drawings\Sunwood Drive Striping - 2017.dwg

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

BRUCE WESTBY
Date 6/7/17 Lic. No. 40116

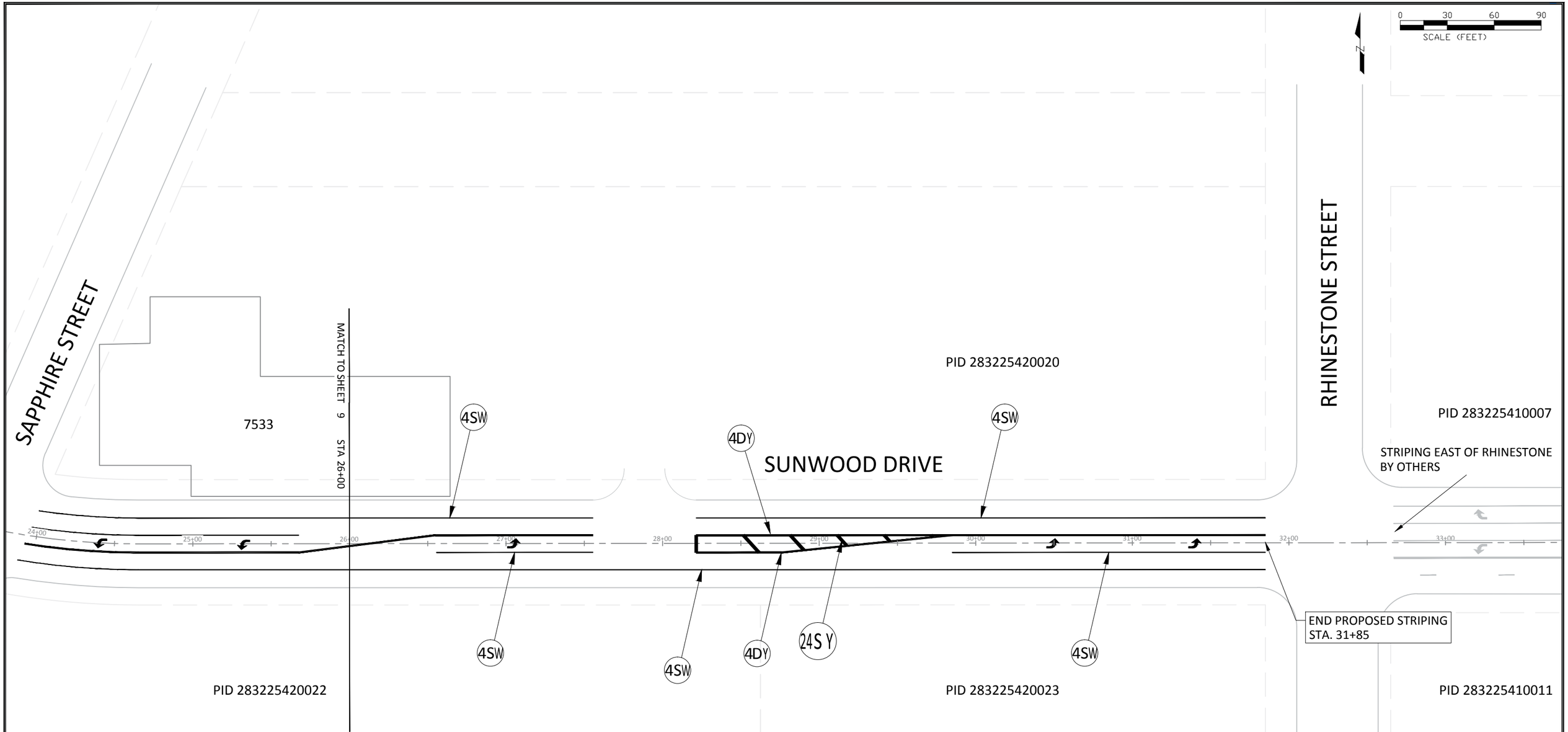
DESIGNED BY: JJF		
DRAWN BY: JJF	DATE: 6/7/17	
CHECKED BY: BRW	FILE No. 17-04	

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

STRIPING PLAN STA. 17+50 TO 26+00

SUNWOOD DRIVE STRIPING IMPROVEMENTS
CITY PROJECT NO. 17-04
CITY OF RAMSEY, MINNESOTA

SHEET 9 OF 10 SHEETS



DATE	REVISION

Jun 07, 2017 - 9:37am
G:\Engineering\AutoCad Dwgs\Projects N-Z\Sunwood Drive Striping - 17-04\Plan Drawings\Sunwood Drive Striping - 2017.dwg

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

BRUCE WESTBY
Date 6/7/17 Lic. No. 40116

DESIGNED BY:	JJF	
DRAWN BY:	JJF	DATE: 6/7/17
CHECKED BY:	BRW	FILE No. 17-04

CITY OF RAMSEY
□□□0 SUN□ OOD DRIVE
RAMSEY, MN □□□0□
□6□□□2□□1□10 FA□ □6□□□□□□□□□

STRIPING PLAN STA. 26+00 TO 31+85

SUNWOOD DRIVE STRIPING IMPROVEMENTS
CITY PROJECT NO. 17-04
CITY OF RAMSEY, MINNESOTA

SHEET 10 OF 10 SHEETS

GENERAL INDEX

Title Page i

General Index ii

Advertisement for Bids ..... AB 1

Information for Bidders ..... IB 1-3

Bid Proposal ..... BP 1-4

Responsible Contractor Certification ..... RC 1-2

General Conditions ..... GC 1-28

Special Provisions ..... SP 1-8

Construction Contract ..... C 1-4

Certificate of City's Attorney ..... CA 1

Prompt Payment Requirement ..... PP 1

ADVERTISEMENT FOR BIDS

The City of Ramsey will receive sealed bids until Friday, July 21, 2017, at 10:00 a.m. for furnishing all labor, material, machinery and tools necessary for City Improvement Project 17-04, Sunwood Drive Striping Improvements, at which time bids will be publicly opened at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN.

The work generally consists of pavement striping along 0.59 miles of Sunwood Drive from Zeolite Street to Rhinestone Street in the City of Ramsey. Primary estimated quantities include 2,104 lineal feet of pavement marking removals, 480 square feet of pavement marking removals, placement of 18 pavement message turn arrows, and 9,977 lineal feet of pavement striping.

It is anticipated that a contract will be awarded on July 25, 2017, and that work may begin on or after August 7, 2017. This project shall be completed on or before August 25, 2017.

The contract documents may be examined at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN 55303. Copies of the contract documents may be obtained at the above address upon receipt of a non-refundable deposit of $40. The contract documents shall also be available on QuestCDN. These documents may be downloaded by selecting this project and by entering eBidDoc Number xxxxxxx on the Search Projects page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com.

All bids shall be submitted in sealed envelopes plainly marked as "IP 17-04, Sunwood Drive Striping Improvements." If mailed, the bid should be placed in a separate envelope and mailed to the City address noted above to the attention of the City Engineer.

Each bidder shall submit, with the proposal, a bidder's bond made payable to the City of Ramsey in the amount of 5% of the total bid. No bidder may withdraw their bid for at least 45 days after the scheduled closing time for the receipt of bids. The City of Ramsey reserves the right to reject any or all bids, and to waive informalities.

By order of the City of Ramsey, Minnesota: June 27, 2017

Published:

Anoka County Union	June 30 and July 7, 2017
Finance and Commerce	June 30 and July 7, 2017

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF RAMSEY (hereinafter called the "OWNER") at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, MN 55303 until July 21, 2017 at 10:00 a.m., and then at said office publicly opened and read aloud.

Each BID must be submitted in a sealed envelope, addressed to Bruce Westby, City Engineer, at the City of Ramsey. Each sealed envelope containing a BID must be plainly marked on the outside as "IP 17-04; Sunwood Drive Striping Improvements" and the envelope shall bear on the outside the name of the BIDDER, and their address and license number if applicable. If mailed, bids should be placed in a separate envelope and mailed to the City address noted above to the attention of City Engineer Bruce Westby.

All BIDS must be made on the required BID FORM. All blank spaces for BID prices must be filled out in ink or typewritten and the BID FORM must be fully completed and executed when submitted. Only one (1) copy of the BID FORM is required.

The OWNER may waive any informality or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within thirty (30) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications, including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

The OWNER shall provide to BIDDERS all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the contract.

Each BID must be accompanied by a BID BOND in the amount of five percent (5%) of the total amount of the BID, made payable to the Treasurer of the City of Ramsey. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three (3) lowest responsible BIDDERS. When the AGREEMENT is executed, the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the Payment BOND and Performance BOND have been executed and approved, after which, it will be returned. A certified check may be used in lieu of a BID BOND.

A Performance BOND and a Payment BOND, each in the amount of one hundred percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or Payment BONDS and Performance BONDS must file with each BOND a certified and effective dated copy of their power of attorney.

The party to whom the contract is awarded will be required to execute the AGREEMENT and obtain the Performance BOND and Payment BOND within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT and BOND forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may at its option consider the BIDDER in default; in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER, within ten (10) days of receipt of acceptable Performance BOND, Payment BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may give WRITTEN NOTICE to withdraw his signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of that WRITTEN NOTICE by the OWNER.

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

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted. Award will be made to the lowest responsible BIDDER.

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to their BID.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when requested to do so by the OWNER.

The ENGINEER is Bruce Westby, City Engineer, 7550 Sunwood Drive NW, Ramsey, MN 55303; telephone (763) 433-9825.

BID PROPOSAL

This Bid is submitted to the City of Ramsey for City Improvement Project #17-04 – Sunwood Drive Striping Improvements.

That _____, the undersigned bidder, proposes and agrees, if this bid is accepted, to enter into an agreement with the 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.

In submitting this bid, bidder represents, as more fully set forth in the Agreement, that:

(a) Bidder has examined copies of all bidding documents and of the following addenda (receipt of all which is hereby acknowledged:

_____

_____

_____

(b) Bidder has familiarized himself 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 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.

(d) This bid is genuine, is 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 advantages over any other bidder or over owner.

(e) Bidder agrees that final completion will occur by August 25, 2017, and agrees to pay liquidated damages as provided for therein.

(f) A bid bond in the amount of five percent (5%) of the basic bid contained herein is attached. This bid bond shall be forfeited if the bidder fails to execute and file the required contract and bond within ten (10) days after notification of the bid award by the owner.

(g) The contractor agrees to perform all work described in the contract documents for the following unit prices or lump sum:

BID PROPOSAL

ITEM NO.	MNDOT NO.	ITEM DESCRIPTION	UNIT	QUANTITY	PRICE	EXTENSION
1	2021.501	MOBILIZATION	LS	1	_____	_____
2	2102.501	PAVEMENT MARKING REMOVAL	SF	480	_____	_____
3	2102.502	PAVEMENT MARKING REMOVAL	LF	2,104	_____	_____
4	2563.601	TRAFFIC CONTROL	LS	1	_____	_____
5	2582.501	PAVT MSSG (LT ARROW) – EPOXY	EA	16	_____	_____
6	2582.501	PAVT MSSG (RT ARROW) – EPOXY	EA	2	_____	_____
7	2582.502	4” DOUBLE SOLID LINE YELLOW – EPOXY	LF	3,652	_____	_____
8	2582.502	4” SOLID LINE WHITE – EPOXY	LF	5,895	_____	_____
9	2582.502	24” SOLID LINE YELLOW – EPOXY	LF	427	_____	_____

TOTAL BID LINES 1-9 _____

This Bid Submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individuals Signature)

Doing Business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____
Type: _____

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in Minnesota is: _____

A Joint Venture

Name of Joint Venture: _____ (SEAL)

First Joint Venturer Name: _____

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)
(Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated above.)

Bidders Business Address: _____

_____

Phone: _____ Facsimile: _____

Submitted on _____, 2017

State Contractor License No. _____. (If Applicable)

S-1 RESPONSIBLE CONTRACTOR

In accordance with Laws of Minnesota, 2014, chapter 253 (Minnesota Statutes §16C.285), Bidders are hereby advised that the Department cannot award a construction contract in excess of $50,000 unless the contractor is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3. A bidder submitting a Proposal for this Project must verify that it meets the minimum criteria specified in Minnesota Statutes §16C.285, subdivision 3, by completing the Responsible Contractor Certificate within this Proposal. Statements in the certificate must be certified by a company officer. Bidders are responsible for obtaining verifications of compliance from all subcontractors, using a form provided by the Department. A bidder must submit signed verifications from subcontractors upon the Department's request.

A Bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a "responsible contractor" and will be ineligible to be awarded the Contract for this Project or to work on this Project. Bidders and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the Bidder or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a Bidder or subcontractor that makes a false statement.

S-2 (1801) SUBLETTING OF CONTRACT

REVISED 11/24/14

The provisions of MnDOT 1801 are modified as follows:

S-2.1 For Projects in excess of $50,000, the Contractor may sublet work only to subcontractors that meet the definition of "responsible contractor" in Minnesota Statutes §16C.285, subdivision 3. The Contractor is responsible for obtaining verifications of compliance with §16C.285 from subcontractors using a form provided by the Department. The Contractor must provide such verifications to the Department upon the Department's request.

S-2.2 The third paragraph of MnDOT 1801 is modified to read:

On Contracts with Disadvantaged Business Enterprise (DBE), the Contractor's organization shall perform Work amounting to not less than 30 percent of the total original Contract Amount. The Department will deduct specialty items from the total original Contract Amount before calculating the amount of Work that the Contractor shall perform.

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of $50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, 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 shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract awarded to a prime contractor or subcontractor that makes a false statement.

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 subdivision 3, clause 7.

By signing this statement, I, _____(typed or printed name), _____(title) certify that I am an owner or officer of the company and do verify under oath that my company is in compliance with each of the minimum criteria listed in the law.

_____

(*name of the person, partnership or corporation submitting this proposal*)

_____

(*business address*)

Signed: _____ _____

(bidder or authorized representative) *Date*

GENERAL CONDITIONS INDEX

Article		Page No.
1.	Definitions	GC-2
2.	Progress and Submission Schedule Pre-Construction Conference Time of Starting Work	GC-5
3.	Plans and Specifications	GC-6
4.	Detailed Drawings and Instructions	GC-6
5.	Ownership and Copies of Documents, Record Documents and Security Thereof	GC-7
6.	Patent Fees and Royalties	GC-8
7.	Work by Others and Subcontractors	GC-8
8.	Materials, Equipment and Labor	GC-10
9.	Errors, Omissions. Etc.	GC-10
10.	Permits Laws Taxes and Regulations	GC-10
11.	Availability of Lands	GC-11
12.	Use of Premises	GC-11
13.	Engineer's Status During Construction	GC-12
14.	Engineer's Interpretations and Decisions	GC-12
15.	Shop Drawings and Samples	GC-13
16.	Tests and Inspections	GC-13
17.	Contractor's Supervision and Superintendence	GC-14
18.	Safety and Protection Emergencies	GC-15
19.	Access to the Work - Uncovering Finished Work	GC-16
20.	Changes in the Work	GC-16
21.	Change of the Contract Price	GC-17
22.	Change of Contract Time	GC-18
23.	Neglected Work	GC-18
24.	Warranty and Guarantee Correction, Removal or Acceptance of Defective Work	GC-18
25.	Application for Partial Payment	GC-19
26	Prompt Payment to Subcontractors	GC-20
27.	Approval of Payment	GC-20
28.	Project Completion	GC-21
29.	Final Payment	GC-21
30.	Retention of a Portion of the Contract Sum	GC-22
31.	Liquidated Damages	GC-22
32.	Waivers of Claims and Continuing Obligations	GC-22
33.	Indemnification	GC-23
34.	Contract Bonds	GC-24
35.	Insurance	GC-24
36.	Contractor and Subcontractor Insurance	GC-24
37.	Compensation and Employer's Liability Insurance	GC-25
38.	Public Liability (including Automotive) and Property Damage Insurance	GC-25
39.	Builders Risk All Risk Insurance	GC-25
40.	Insurance Coverage for Special Conditions	GC-25
41.	Cleaning Up	GC-26
42.	Owner's Right to Stop or Suspend Work	GC-26
43.	Owner's Right to Terminate	GC-26
44.	Contractor's Right to Terminate	GC-27
45.	Miscellaneous	GC-27

ARTICLE 1. Definitions

The following words, phrases or terms hereinafter used in the agreement of any contract documents shall be interpreted according to each designated meaning as follows:

1.1 Addenda: Written or graphic instruments issued prior to the execution of the agreement which modify or interpret the contract documents, drawings and specifications, by additions, deletions, clarifications or corrections.

1.2 Agreement: The written agreement between the Owner and the Contractor covering the work to be performed, including all contract documents.

1.3 Bid Guaranty: The term means the security designated in the contract documents to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Owner if the work is awarded to him.

1.4 Bid Proposal: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

1.5 Bidder: Any individual, partnership, or corporation submitting a proposal for the work to be completed.

1.6 Calendar Day: Every day shown on the calendar.

1.7 Change Order: A written order to the Contractor signed by the Owner authorizing an addition, deletion or revision in the work, or an adjustment in the contract price or the contract time issued after execution of this agreement.

1.8 Contract Bonds: Performance, labor and material payment bonds, maintenance or guarantee-instruments of security, furnished by the Contractor and his surety in accordance with the contract documents.

1.9 Contract Documents: The contract documents shall consist of the following:

(1) Legal and Procedural Documents
   a. Advertisements for Bids
   b. Information for Bidders
   c. Executed Bid Form
   d. Executed Bid Guaranty
   e. Executed Agreement
   f. Executed Bond
   g. Notice of Award
   h. Notice to Proceed
(2) Special Provisions
(3) Technical Provisions
(4) General Conditions
(5) Executed Payment Forms

(6) Drawing(s)
(7) All addenda issued by the Engineer prior to the time of the opening of the bids.
(8) Supplemental Agreements & Change Orders

1.10 Contract Price: The total monies payable to the Contractor under the contract documents.

1.11 Contract Time: The number of calendar days stated in the contract documents for the completion of the work.

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

1.13 Engineer: By the term "Engineer" is meant City Engineer for the City of Ramsey, who has been appointed by the Owner to take charge of the work contemplated by these specifications and accompanying drawings and is designated and referred to in these specifications as the "Engineer". (The Engineer or Owner may appoint an authorized representative or inspector, limited in authority, assigned to make inspection of the work performed and materials furnished by the Contractor. Such a representative has no authority to order or permit deviation from plans and specifications.)

1.14 Field Order: A written order affecting a change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Engineer to the Contractor during construction.

1.15 Final Completion: That date as certified by the Engineer when construction of the project is complete in accordance with the contract documents, such that all work has been paid, minus retainage.

1.16 Notice of Award: The written notice of the acceptance of the bid issued by the Owner to the Successful bidder.

1.17 Notice to Proceed: The written notice issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

1.18 Owner: A private, public or quasi-public body or authority, corporation, association, partnership, or individual for whom the work is to be performed.

1.19 Plans: The term means the official drawings, plans, profiles, elevation, 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 contract documents or separate therefrom.

1.20 Project: The undertaking to be performed as provided in the contract documents.

1.21 Project Representative: 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.

1.22 Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor and which illustrate the equipment, material or some portion of the work.

1.23 Special Provisions: The term means contract requirements peculiar to the project which are not otherwise thoroughly or satisfactorily detailed and set forth in the standard detail specifications or plans.

1.24 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.

1.25 Subcontractor: The term means those having a direct contract with the Contractor and it includes one who furnished materials 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.

1.26 Substantial Completion: That date as certified in writing by the Engineer when the construction of the project or a specified part thereof is sufficiently complete in accordance with the contract documents for use by the Owner.

1.27 Supplemental General Conditions: Modification to the general conditions that supplement, add to, delete from or change the articles therein.

1.28 Surety: The Guarantor for the Contractor who, with the Contractor, signs an instrument or instruments known as the bond or bonds guaranteeing that the Contractor will fully comply with the plans, specifications and agreements.

1.29 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

Abbreviations

A.A.S.H.O.: The American Association of State Highway Officials. All references to A.S.S.H.O. specifications or methods of tests shall be understood to refer to their latest published edition of the "Standard Specifications for Highway Materials and Methods of Sampling and Testing".

A.N.S.I.: American National Standards Institute, Inc. All references to A.N.S.I. specifications shall be understood to refer to their latest published edition.

A.S.A.: The American Standards Association. All references to A.S.A. specifications shall be understood to refer to their latest published edition.

A.S.T.M.: The American Society for Testing Materials. All references to A.S.T.M. specifications or methods shall be understood to refer to their latest published edition of the A.S.T.M. Standards.

A.W.W.A.: The American Water Works Association. All references to A.W.W.A. specifications shall be understood to refer to their latest published edition.

MnDOT: The Minnesota Department of Transportation. All references to MnDOT specifications shall be understood to refer to their latest published edition.

M.S.S.: Minnesota State Statutes. All references to M.S.S. shall be understood to refer to the latest published edition.

ARTICLE 2. Progress and Submission Schedule; Pre-Construction Conference; Time of Starting Work

2.1 Within 10 Calendar Days after execution of this Agreement, the Contractor shall prepare and submit to the Engineer for review an estimated progress schedule indicating the starting and completion dates of the various stages of the Work and a schedule of Shop Drawing submissions.

2.2 Before starting the Work, a conference will be held to review the above schedules, to establish procedures for handling Shop Drawings and other submissions and to establish a working understanding between the parties as to the Project. Present at the conference will be the Engineer, Project Representative, the Contractor, his superintendent, the Owner and any others who may have an interest in the Project.

2.3 Prior to starting the Work, the Contractor will furnish the Engineer certificates of insurance as required by the appropriate provisions of the Contract Documents.

2.4 The Work contemplated hereunder shall be commenced within ten (10) Calendar Days after receipt by the Contractor of written Notice to Proceed from the Engineer and shall be completed within the time limits set forth in the Special Provisions or as specified elsewhere in the Contract Documents.

2.5 If the Contractor is delayed in the performance of the Work by any neglect of Owner or Engineer, or by an employee, agent or representative of either, or by changes ordered in the Work, or by the combined action of workmen (either those employed on the Work or in any industry essential to the conduct of the Work) in no way caused by or resulting from the default or collusion on the part of the Contractor, or by strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, or by any other causes which Contractor could not reasonably control or circumvent, the scheduled completion date and interim completion dates shall be extended for a period equal to the length of such delay if within five Calendar Days after expiration of any such delay Contractor delivers to Engineer a written request for extension for such delay, and such request is approved by the Owner or Engineer, which approval shall not be unreasonably withheld by Owner or Engineer. In case of a continuing cause of delay of a particular nature, Contractor shall be required to make only one such request with respect thereto. Extension of time shall be the Contractor's sole remedy for any such delay (except for Contractor's right to terminate this Agreement pursuant to the provisions of Article 43 hereinafter), unless the same shall be caused by acts constituting intentional interference by the Owner or Engineer with Contractor's performance of the Work and where to the extent that such acts continue after Contractor's notice to Owner or Engineer of such interference. Owner' s or Engineer's exercise of any of its rights under Article 20, Changes in the Work, regardless

of the extent or number of such changes, or Owner's exercise of any of its remedies of suspension of the Work, or requirement of correction or re-execution of any defective Work, shall not under any circumstances be construed as intentional interference with Contractor's performance of the Work.

2.6 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE 3. Plans and Specifications

3.1 It is the intent of the Specifications and Plans to describe a complete Project to be constructed in accordance with the Contract Documents.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error or discrepancy in the Contract Documents, he will call it to the Engineer's attention in writing before proceeding with the Work affected thereby. In resolving such conflicts, errors and discrepancies, the Contract Documents shall be given precedence in the following order: Agreement, Specifications, Plans. Within the Specifications, the order of precedence shall be as follows: Special Provisions, Addenda, General Conditions, Technical Specifications Provisions. Figure dimensions on Plans shall govern over scale dimensions, and detailed Plans shall govern over general Plans. Any Work that may reasonably be inferred from the Specifications or Plans as being required to produce the intended results shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

ARTICLE 4. Detailed Drawings and Instructions

4.1 Unless otherwise provided, the Contractor shall furnish all labor, materials, equipment, tools, transportation, supplies and incidentals which may be necessary to construct and complete the Work in accordance with the Contract Documents.

4.2 The Engineer will furnish to the Contractor with reasonable promptness additional instructions by means of drawings and/or otherwise necessary information for the proper execution of the Work when, in the opinion of the Engineer, such are required. All drawings and instructions shall be consistent with the Plans and Specifications, true developments thereof, and reasonably inferable therefrom. The Contractor shall do no Work without proper drawings and instructions. In giving such additional instructions, the Engineer shall have authority to make minor changes in the Work, not involving extra cost, and not inconsistent with the purpose of the Work.

4.3 The Contractor shall submit, with such promptness as to cause no delay in the Work or in that of any other Contractor, three (3) copies of all Shop (or setting) Drawings and schedules required for the Work of the various trades and the Engineer shall pass upon them with reasonable promptness. The Contractor shall make any corrections required by the Engineer, file with the Engineer two (2) corrected copies and furnish such other copies as may be needed. The Engineer's approval of such drawings or schedules shall not relieve the Contractor from responsibility for deviation from Plans or Specifications, unless the Contractor has, in writing, called the Engineer's attention to such deviation at the time of

submission, nor shall it relieve the Contractor from responsibility for errors of any sort in Shop Drawings or schedules.

4.4 Unless otherwise set forth in the Contract Documents or bidding documents, it shall be the Contractor's sole responsibility to determine subsoil conditions prior to the bidding of the job. If under the terms of the Contract Documents, the responsibility for subsoil conditions is with the Contractor, Contractor hereby represents that he has inspected the location or locations of the Work and has satisfied himself as to the condition thereof, including subsoil conditions, and that the Contract Price as set forth herein is just and reasonable compensation for all Work, including all foreseen or unforeseeable risks, hazards, and difficulties in connection therewith.

4.5 The Engineer will furnish and set stakes as may be necessary for the Contractor in order that the Contractor may construct the Work to the proper grade and alignment.

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

4.7 The Engineer shall furnish such survey lines and grades as may be necessary for the proper control of the Work; but this shall not relieve the Contractor of responsibility for making careful and accurate measurements and for constructing the Work accurately to the lines furnished by the Engineer. The Contractor shall give the Engineer reasonable notice of his requirements for such survey lines and grade as the Contractor may require.

4.8 The Contractor shall furnish and place, as directed, all necessary guide boards and appurtenances and give such other incidental assistance at the Work site as may be required by the Engineer, for staking out the Work. The Contractor's working operations which interfere with the activities of the Engineer shall be temporarily suspended for such reasonable time as the Engineer may deem necessary. The Contractor shall carefully preserve the points furnished by the Engineer and shall receive no extra compensation for any materials or services furnished by the Contractor incidental to these operations of the Engineer.

ARTICLE 5. Ownership and Copies of Documents, Record Documents and Security Thereof

5.1 All Specifications, Plans and copies thereof furnished by the Owner, through the Engineer, shall remain the Owner's property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to the Owner upon completion of the Project.

5.2 The Owner, through the Engineer, will furnish to the Contractor up to three (3) copies of the Specifications and Plans as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

5.3 The Contractor will keep one record copy of all Specifications, Plans, Addenda, modifications, and Shop Drawings at the Work site in good order and annotated to show all changes made during the construction process. These shall be made available to the Engineer as the Project is completed.

ARTICLE 6. Patent Fees and Royalties

The Contractor will pay all license fees and royalties and assume all costs incidental to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. The Contractor will indemnify and hold harmless the Owner and the Engineer and anyone directly or indirectly employed by the Owner from and against all claims, damages, losses and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

ARTICLE 7. Work by Others and Subcontractors

7.1 The Owner may perform additional work related to the Project or may let other direct contracts therefrom which shall contain general conditions similar to these. The Contractor will afford the other contractors who are parties to such direct contracts (or the Owner, if performing the additional work), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate the Work with other contractors.

7.2 If any part of the Contractor's Work depends upon the work of any such other contractor (or the Owner) for proper execution or results, the Contractor will inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. The Contractor's failure to report shall constitute an acceptance of the other work as fit and proper for the relationship of his Work except as to defects and deficiencies which may appear in the other work after the execution of this Work.

7.3 The Contractor will do all cutting, fitting and patching of the Work that may be required to make several parts come together properly and fit to receive or be received by such other work. The Contractor will not endanger any work of others by cutting, excavating or otherwise altering other's work and will only cut or alter their work with the written consent of the Engineer.

7.4 Within 10 Calendar Days of execution of this Agreement, the Contractor will submit to the Engineer for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for those portions of the Work for which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Prior to the execution of the Work, the Engineer will notify the Contractor in writing if either the Owner or the Engineer, after due investigation, has reasonable objection to any Subcontractor, person or organization on such list. The failure of the Owner or the Engineer to make objection to any Subcontractor, person or organization on the list prior to the execution of the Work shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of the Owner or the Engineer to reject defective workmanship, material, equipment, employees of the Contractor, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

7.5 If, prior to the commencing of the Work, the Owner or the Engineer has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the Contractor may,

prior to such commencement, either 1) submit an acceptable substitute without an increase in his Contract Price or 2) withdraw his bid and forfeit his bid security. If, after the commencement of the Work, the Owner or the Engineer refuses to accept any Subcontractor, person or organization on such list, the Contractor will submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued; however, no such increase in the Contract Price shall be allowed in respect of any substitution unless the Contractor has acted promptly and reasonably in submitting a name with respect thereto prior to the execution of the Work.

7.6 The Contractor will not employ any Subcontractor (whether initially or as a substitute) against whom the Owner or the Engineer may have reasonable objection, nor will the Contractor be required to employ any Subcontractor against whom the Contractor has reasonable objection. The Contractor will not make any substitution for any Subcontractor who has been accepted by the Owner and the Engineer, unless the Engineer determines that there is good cause for doing so.

7.7 The Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly employed by them and of persons for whose acts any of them may be liable to the same extent that the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor. Nothing in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner or the Engineer or any obligation on the part of the Owner.

7.8 The divisions and sections of the Specifications and the identifications of any Plans shall not control the Contractor in dividing the Work among Subcontractors or delineating the Work to be performed by any trade.

7.9 The Contractor agrees to specifically bind every Subcontractor to all of the applicable terms and conditions of the Contract Documents. Every Subcontractor, by undertaking to perform any of the Work, will thereby automatically be deemed to be bound by such terms and conditions.

7.10 All Work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and the Subcontractor which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by insurance provided in accordance with Contract Documents. The Contractor shall upon request from the Engineer provide copies of the written subcontract agreements to the Engineer. The Contractor will pay each Subcontractor a just share of any insurance monies received by the Contractor.

ARTICLE 8: Materials, Equipment and Labor; Substitute Material or Equipment

8.1 The Contractor will provide and pay for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

8.2 The Contractor covenants that all Work shall be done in a good and workmanlike manner and that all materials furnished and used in connection therewith shall be new and approved by the Engineer, except as otherwise expressly provided for in the Plans and Specifications.

8.3 If it is indicated in the Specifications that the Contractor may furnish or use a substitute that is equal to any material or equipment specified, and if the Contractor wishes to furnish or use a proposed substitute, the Contractor will, promptly after the Notice of Award, make written application to the Engineer for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and/or equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the Engineer who shall be the judge of equality.

8.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors, except as otherwise specifically provided in the Contract Documents.

ARTICLE 9. Errors, Omissions, Etc.

Should it appear that the Work here intended to be done or any of the materials or matters relative thereto are not sufficiently detailed or explained on the Plans or in the Specifications, or should any error, discrepancy or inconsistency appear between any of the Plans and the Specifications, the Engineer shall furnish additional drawings, details or explanations and shall have power to interpret, correct, adjust and explain all errors, omissions, discrepancies, doubts and misunderstandings between such Plans and Specifications, or between several drawings and Specifications, or between several drawings, and the decision of the Engineer therein shall be final and conclusive.

ARTICLE 10. Permits Laws Taxes and Regulations

10.1 The Contractor will secure and pay for all construction permits and licenses and will pay all governmental and public utility charges and inspection fees necessary for the performance of the Work.

10.2 If the Contractor observes that the Specifications or Plans are at variance therewith, the Contractor will give the Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any of the Work knowing or when with the exercise of due care he should have known, it be contrary to any such laws, ordinances, rules and regulations applicable to said Work and fails to give the Owner or Engineer notice thereof prior to the performance thereof, Contractor shall bear all costs, including reasonable attorney's fees, arising therefrom. Further, Contractor shall observe and abide by and perform all of its obligations hereunder in accordance with all applicable laws, rules and regulations of all governmental authorities having jurisdiction, including the Federal Occupational, Safety and Health Act. Contractor agrees to take affirmative action to not discriminate against any employee or applicant for employment because of race, creed, color or national origin. To the extent applicable, Contractor will comply with all provisions of any executive orders and any rules, regulations, orders, instructions, designations and other directives promulgated by any governmental unit with jurisdiction thereof. Violation of this

provision, after notice, shall be a material breach of this Agreement and may result, at the Owner's option, in a termination or suspension of this Agreement in whole or in part.

10.3 The Contractor will pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is to be performed.

ARTICLE 11. Availability of Lands; Physical and Subsurface Conditions; Reference Points

11.1 The Owner will provide, as indicated in the Contract Documents and not later than the date when needed by the Contractor, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the Contractor, the Contractor will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

11.2 The Contractor will properly notify the Owner and Engineer in writing of any subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents. The Engineer will promptly investigate those conditions and advise the Owner in writing if further surveys or subsurface tests are necessary. Promptly thereafter, the Owner will obtain the necessary additional surveys and tests and furnish copies to the Engineer and the Contractor. If the Engineer finds that the results of such surveys or tests indicate subsurface or latent physical conditions differing significantly from those indicated in the Contract Documents, a Change Order shall be issued incorporating the necessary revisions.

11.3 The Engineer will establish such general reference points as in his judgment will enable the Contractor to proceed with the Work. The Contractor will be responsible for the layout cf the Work and will protect and preserve the established reference points and will make no changes or relocations without the prior written approval of the Owner and Engineer. He will report to the Engineer whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations. The Contractor will replace and accurately relocate all reference points so lost, destroyed or moved.

ARTICLE 12. Use of Premises

12.1 The Contractor will confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with materials or equipment.

12.2 The Contractor will not load nor permit any part of the structure to be loaded with weights that will endanger the structure, nor will he subject any part of the Work to stresses or pressures that will endanger it.

ARTICLE 13. Engineer's Status During Construction

13.1 The Engineer shall be the Owner's representative during the construction period. All instructions of the Owner to the Contractor shall be issued through the Engineer. The duties and responsibilities and the limitations of authority of the Engineer as the Owner's representative during

construction are set forth in all Articles of these General Conditions and shall not be extended without written consent of the Owner and the Engineer.

13.2 The Engineer will make regular visits to the Work site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. The Engineer's efforts will be directed toward providing assurance for the Owner that the completed Project will conform to the requirements of the Contract Documents. On the basis of the Engineer's on-site observations as an experienced and qualified design professional, he will advise the Owner as to the progress of the Work and the performance of the Contractor.

13.3 The Engineer will have authority to disapprove of or reject Work which is defective; i.e., is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection, test or approval. The Engineer will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

13.4 The Engineer will provide one or more full-time resident Project Representatives to assist the Engineer in carrying out his responsibilities at the Work site during construction activity. The duties, responsibilities and limitations of authority of any such resident project representative shall be as set forth in the pre-construction meeting held by the Engineer.

13.5 Neither the Engineer's authority to act under this article nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Engineer to the Contractor, any Subcontractor, any of their agents or employees or any other person performing any of the Work.

ARTICLE 14. Engineer's Interpretations and Decisions

14.1 The Engineer will issue with reasonable promptness such written clarifications or interpretations to be consistent with or reasonably inferable from the overall intent of the Contract Documents.

14.2 The Engineer will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance thereunder. In his capacity as interpreter and judge, the Engineer will exercise his best efforts to insure faithful performance by the Contractor. The Engineer will not show partiality and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to the Engineer for decision, which the Engineer shall render in writing within a reasonable time.

ARTICLE 15. Shop Drawings and Samples

15.1 After checking and verifying all field measurements, the Contractor will submit to the Engineer for approval, in accordance with the accepted schedule of Shop Drawing submissions, five copies (or at the Engineer's option, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The

data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Engineer to review the information as required.

15.2 The Contractor will also submit to the Engineer for approval, with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.

15.3 At the time of each submission, the Contractor will, in writing, call the Engineer's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.

15.4 The Engineer will check and approve with reasonable promptness Shop Drawings and samples; however, checking and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor will make any corrections required by the Engineer and will return the required number of corrected copies of Shop Drawings and resubmit new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions.

15.5 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been approved by the Engineer.

15.6 The Engineer's approval of Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing the Engineer's attention to such deviations at the time of submission and the Engineer has given written approval to the specific deviation, nor shall any approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

ARTICLE 16. Tests and Inspections

16.1 If the Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness thereof. The Contractor will give the Engineer the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents. If any such Work required so to be inspected, tested, or approved is covered up without written approval or consent of the Engineer, it must, if directed by the Engineer, be uncovered at the Contractor's expense for observation. The cost of all such inspections, test and approvals shall be borne by the Owner unless otherwise provided.

16.2 Any Work which fails to meet the requirements of any such test, inspection or approval and any Work which meets the requirements of any such test or approval but does not meet the requirements of the Contract Documents shall be considered defective. Such defective Work may be rejected, corrected

or accepted as provided elsewhere in the Contract Documents. The costs of all retests and follow up inspections shall be borne by the Contractor.

16.3 Neither observations by the Engineer nor inspections, tests or approvals by persons other than the Contractor shall relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

ARTICLE 17 Contractor's Supervision and Superintendence

17.1 The Contractor will supervise and direct the Work efficiently and with skill and attention. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. Before undertaking the Work the Contractor will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. The Contractor will at once report in writing to the Engineer any conflict, error or discrepancy which he may discover. The Contractor will be responsible to see that the finished Work complies accurately with the Contract Documents.

17.2 The Contractor will keep on the Work site at all times during its progress a resident superintendent satisfactory to the Engineer. The superintendent shall not be replaced without the consent of the Engineer except under extraordinary circumstances. The superintendent will be the Contractor's representative at the site and shall have authority to act on behalf of the Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor.

17.3 The Contractor will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order among his employees and the employees of his Subcontractors at the Work site.

17.4 The Engineer and/or Owner will not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any agents or employees or any other persons performing any of the Work.

ARTICLE 18. Safety and Protection: Emergencies

18.1 The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

18.1.1 All employees on the Work and other persons who may be affected thereby;

18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the Work site; and

18.1.3 Other property at the Work site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

18.2 The Contractor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards and promulgating safety regulations. The Contractor will notify owners of adjacent utilities when execution of Work may affect them. When the use or storage of explosives or other hazardous materials is necessary for the performance of the Work, the Contractor will exercise the utmost care and will carry on such activities under the supervision of properly qualified personnel. All damage, injury or loss to any property referred to in this paragraph caused, directly or indirectly, in whole or in part, by the Contractor, or Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, will be remedied by the Contractor, except damage or loss attributable to the fault of Plans or Specifications or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor.

18.3 The Contractor will designate a responsible employee at the Work site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

18.4 In emergencies affecting the safety of persons or the Work or property at the Work site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. The Contractor will give the Engineer prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved if said emergency is not a direct cause of the neglect of the Contractor or Subcontractor or a deviation by the Contractor from any of the provisions of the Contract Documents.

ARTICLE 19. Access to the Work: Uncovering Finished Work

19.1 The Engineer will at all times have access to the Work. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof by others.

19.2 If any Work is covered contrary to the request of the Engineer, it must, if requested by the Engineer, be uncovered for observation and replaced at the Contractor's expense.

19.3 If any Work has been covered which the engineer has not specifically requested to observe prior to its being covered, or if the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose or otherwise make available for observation, inspection or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such

Work is defective or does not meet the requirements of the Contract Documents, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate Change Order shall be issued depicting all such costs from the Contract Price. If, however, such Work is found to be non-defective and meets the requirements of the Contract Documents, the Contractor will be allowed an increase in the Contract Price or extension of the Contract Time directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, provided the Engineer first obtained uncovering approval from the Owner.

ARTICLE 20. Changes in the Work

20.1 Without invalidating the Agreement, the Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, the Contractor will proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in the Contract Documents.

20.2 The Engineer may authorize minor changes or alterations in the Work not involving extra cost and not inconsistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order.

20.3 Additional Work performed by the Contractor without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in elsewhere herein.

20.4 The Owner will execute any appropriate Change Order prepared by the Engineer covering changes in the Work to be performed and work performed in an emergency and any other claim of the Contractor for a change in the Contract Time or the Contract Price which is approved by the Owner and Engineer.

20.5 It is the Contractor's responsibility to notify his Surety of any changes affecting the general scope of the Work or changes in the Contract Price and the amount of the applicable bonds shall be adjusted accordingly. The Contractor will furnish proof of such adjustment to the Engineer upon its occurrence.

ARTICLE 21. Change of the Contract Price

21.1 The Contract Price constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at the Contractor's expense without change in the Contract Price.

21.2 The Contract Price may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to a change in the Contract Price, the claim shall be in writing delivered to the Engineer within five (5) calendar days of the occurrence of the event giving rise to the claim. All valid

claims for adjustments in the Contract Price shall be determined by the Engineer. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

21.3 The value of any Work covered by a Change Order or of any claims for a change in the Contract Price shall be determined in one of the following ways:

21.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved;

21.3.2 By mutual acceptance of a lump sum;

21.3.3 By cost and a mutually acceptable fixed amount for overhead and profit;

21.3.4 If none of the above methods is agreed upon, the value shall be determined by the Engineer on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, directly related to the Work involved. The maximum percentage which shall be allowed for Contractors combined overhead and profit shall be as follows:

21.3.4.1 For all such Work done by his own organization, the Contractor may add up to fifteen percent (15%) of actual net costs for combined overhead and profit; provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work. In such case and also under this paragraph, the Contractor will submit in the form prescribed by the Engineer, an itemized cost breakdown together with supporting data.

21.4 The amount of credit to be allowed by the Contractor to the Owner for any such changes in cost, will be the amount of the actual net cost plus fifteen percent (15%).

ARTICLE 22. Change of Contract Time

22.1 The Contract Time may only be changed by a Change Order. If the Contractor is entitled by the Contract Documents to make a claim for an extension in the Contract Time, the claim shall be in writing delivered to the Engineer within five (5) calendar days after expiration of any such delay of the occurrence of the event giving rise to the claim. All valid claims for adjustment in the Contract Time shall be determined by the Engineer. Any change in the Contract Time resulting from any such claim shall be incorporated into a Change Order.

22.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor, if he makes a claim therefrom as provided in this Agreement. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the Owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

22.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE 23. Neglected Work

If the Contractor should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the Owner, after five (5) Calendar Day's written notice to the Contractor may, without prejudice to any other remedy, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against the Contractor, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor will pay the difference to the Owner.

ARTICLE 24. Warranty and Guarantee: Correction, Removal or Acceptance of Defective Work

24.1 The Contractor warrants and guarantees to the Owner that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents and of any inspections, tests or approvals referred to elsewhere in the Contract Documents. All unsatisfactory Work, all faulty or defective Work and all Work not conforming to the requirements of the Contract Documents or of such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective Work, whether or not in place, may be rejected.

24.2 If required by the Engineer, prior to approval of final payment, the Contractor will promptly, without cost to the Owner and as required by the Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by the Engineer, remove it from the Work site and replace it with non-defective Work. If the Contractor does not correct such defective Work or remove and replace such rejected Work within a reasonable time, all as required by written notice from the Engineer, the Owner may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services shall be paid by the Contractor, and an appropriate Change Order shall be issued deducting all such costs from the Contract Price. The Contractor will also bear the expenses of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

24.3 If, after the approval of final payment and prior to the expiration of one (1) year after the date of Substantial Completion 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, any Work is found to be defective, the Contractor will, promptly, without cost to the Owner and in accordance with the Owner's written instructions, either correct such defective Work, or, if it has been rejected by the Owner, remove it from the Work site and replace it with non-defective Work. If the Contractor does not promptly comply with the terms of such instructions, the Owner may have the defective Work corrected or the

rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, will be paid by the Contractor.

24.4 If, instead of requiring correction or removal and replacement of defective Work, the Owner (prior to approval of final payment) and also the Engineer prefer to accept it, they may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after approval of final payment, an appropriate amount shall be paid by the Contractor.

ARTICLE 25. Application for Partial Payment

25.1 Prior to the first Friday of the following month for which payment is to be requested, the Contractor shall submit to the Engineer a detailed estimate of the amount earned for the separate portions of the Work for the previous month, and request payment. As used in this Article, the words "amount earned" means the value, on the date of the estimate for partial payment, of the Work completed in accordance with the Contract Documents, and the value of approved materials delivered to the Project site suitably stored and protected prior to incorporation into the Work. If the Contractor's estimate of amount earned conforms with the Engineer's evaluation, the Engineer will calculate the amount due the Contractor and make recommendation to the Owner for payment.

25.2 After deducting the retain amounts and the amount of all previous partial payments made to the Contractor, the amount earned as of the end of the previous month will be made payable to the Contractor after the fourth Tuesday of the following month.

25.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, will have passed to the Owner prior to the making of the application for payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "liens"); and that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the Work site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.

25.4 The Engineer will, within fifteen (15) Calendar Days after receipt of application for payment, either indicate in writing his approval of payment and present the application to the Owner, or return the application to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the application. The Owner will pay the Contractor the amount approved by the Engineer and Owner.

ARTICLE 26. Prompt Payment to Subcontractors

The Contractor shall pay any subcontractor within ten days of the prime contractor’s receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1 ½ 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 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

ARTICLE 27. Approval of Payment

27.1 The Engineer's approval of any payment requested in an application for payment shall constitute a representation by the Engineer to the Owner, based on the Engineer's on-site observations of the Work in progress as an experienced and qualified design professional and on their review of the application for payment and the supporting data, that the Work has progressed to the point indicated; that, to the best of their knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in his approval); and that the Contractor is entitled to payment of the amount approved.

27.2 The Engineer's approval of final payment shall constitute an additional representation by the Engineer to the Owner that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement have been fulfilled.

27.3 The Engineer may refuse to approve the payment if, in the Engineer's opinion, the Engineer is unable to make such representations to the Owner. They may also refuse to approve any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously approved, to such extent as may be necessary in their opinion to protect the Owner from loss because:

27.3.1 The Work is defective;

27.3.2 Claims have been filed or there is reasonable evidence to suggest such filing thereof;

27.3.3 The Contract Price has been reduced because of modifications or changes;

27.3.4 The Owner has been required to correct defective Work or complete the Work;

27.3.5 Unsatisfactory performance of the Work, including failure to clean up.

ARTICLE 28. Project Completion

28.1 Prior to final payment, the Contractor may, in writing to the Owner and the Engineer, certify that the entire Project is complete and request that the Engineer issue a certificate of completion. Within a reasonable time thereafter, the Owner, Contractor and Engineer will make an inspection of the Project to determine the status of completion. If the Engineer and Owner do not consider the Project complete, they will notify the Contractor in writing giving reasons thereof. If the Engineer and Owner consider the Project complete, they will prepare and deliver to the Owner an application for final payment.

28.2 The Owner shall have the right to exclude the Contractor from the Project after the date of completion, but the Owner will allow the Contractor reasonable access to complete or correct items of repair and maintenance.

ARTICLE 29. Final Payment

29.1 After the Contractor has completed any corrections to the satisfaction of the Engineer and delivered all maintenance and operating instruction, schedules, guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, he may make application for final payment. The final application for payment shall be accomplished by such supporting data as the Engineer may require, together with complete and legally effective releases or waivers (satisfactory to the Owner) of all liens arising out of the Contract Documents and the labor and services performed and the material and equipment furnished thereunder. In lieu thereof and as approved by the Owner, the Contractor may furnish receipts of releases in full; an affidavit of the Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, State and Federal withholding taxes, material and equipment bills, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any lien.

29.2 If, on the basis of his observation and review of the Work during construction, his final inspection and his review of the final application for payment all as required by the Contract Documents, the Engineer is satisfied that the Work has been completed and the Contractor has fulfilled all of his obligations under the Contract Documents, he will, within fifteen (15) Calendar Days after receipt of the final application for payment, indicate in writing his approval of payment and present the application to the Owner for payment. Otherwise, he will return the application to the Contractor, indicating in writing his reasons for refusing to approve final payment, in which case the Contractor will make the necessary corrections and resubmit the application. The Owner, will, within twenty (20) Calendar Days of presentation of an approved application for payment, and receipt of final payment documents pay the Contractor the amount approved by the Engineer.

ARTICLE 30. Retention of a Portion of the Contract Sum

The Owner may retain up to a maximum of ten percent (10%) of value of Work completed and requested for payment. After fifty percent (50%) of the Work has been completed, the Contractor may request consideration for a reduction in the retained amount. Where the Owner is subject to the provisions of Minnesota State Statutes 429.041 the maximum retained amount shall be five percent (5%) released with approval of the governing body. Those amounts released shall be considered not required to be retained to protect the Owner's interest in satisfactory completion of the Agreement.

ARTICLE 31. Liquidated Damages

The parties hereto recognize that failure on the part of the Contractor to complete the Work within the time period set forth herein above, shall cause damage to the Owner; and should the contractor not complete the Work within that period of time, or otherwise be guilty of substantial violation of this Agreement, the Owner may deduct amounts per the following schedule per calendar day after the completion date and all legal and Engineering costs related thereto, for each day exceeding said completion date, from the total Contract Price to be paid to the Contractor, and among its other

remedies, terminate this Agreement and complete the Work by whatever method the Owner may deem expedient, at the expense of the Contractor; and such action by Owner shall not relieve Contractor of its liability to Owner for any damages caused by the Contractor's default, including, but not limited to, the excess expense of finishing the Work over the unpaid balance of the Contract Price. In the event a dispute arises between the Contractor and Owner regarding an alleged default by the Contractor or the assessment of liquidated damages, and if said dispute is submitted for litigation, and in the further event that the Owner prevails thereon, liquidated damages shall include court costs and reasonable attorney's fees as allowed by law. In the event the Owner elects to complete the Work following Contractor's default as above set forth, the Contractor agrees to extend its full cooperation of the Work contemplated under this Agreement. The amount deducted under this paragraph shall not be construed as a penalty, but rather as liquidated damages resulting from the noncompletion of the Work within the specified time. The schedule of damages shall be as specified below based upon the original contract amount:

From More Than	*Up To and Including*	*Charge per Calender Day*
$0	$500,000	$200
$500,000	$1,000,000	$300
$1,000,000	Unlimited	$500

ARTICLE 32. Waivers of Claims and Continuing Obligations

32.1 The Contractor's obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any payment by the Engineer, nor the issuance of a certificate of completion, nor any payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Project or any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any correction of faulty or defective Work by the Owner shall constitute an acceptance of Work not in accordance with the Contract Documents.

32.2 The making and acceptance of payments shall constitute:

32.2.1 A waiver of all claims by the Owner against the Contractor other than those arising from unsettled liens, from faulty or defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; and

32.2.2 A waiver of all claims by the Contractor against the Owner other than those previously made in writing and still unsettled.

ARTICLE 33. Indemnification

33.1 To the fullest extent permitted by law, the Contractor shall indemnify and save harmless, the Owner and Engineer of and from loss or damage caused to any person or property by reasons of any carelessness or neglect in the doing or making of this improvement or furnishing of material and by reason or failure to pay all laborers, materials, mechanics, and subcontractors, and all persons who shall supply said Contractor with materials, provisions and supplies for the performance and completion of said Agreement to promptly pay all just debts, dues and demands incurred in the performance of said Agreement, and of and from all expenses of inspection and/or of whatever kind of nature, which shall

be caused by delay or failure in the performance and completion of this Agreement, and further to indemnify and save harmless of and from all suits and action of the Owner and Engineer on account of any injuries or damages sustained by any person or persons by reason of any act, omission, or negligence or by the use of improper or defective materials on the part of said Contractor in the performance of any part of this Agreement, and further to indemnify and protect and save the Owner and Engineer harmless against any or all demands, fees, or royalties for any patented invention, materials, methods, arrangements, or process of manufacturer of any infringement thereon, that may be used or be in any manner connected with the construction, erection, or maintenance of the Work, material, or any part thereon encompassed by this Project.

33.2 The Contractor shall indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

33.3 In any and all claims against the Owner or the Engineer of any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or from the Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

33.4 The obligations of the Contractor under this Article shall not extend to the liability of the Engineer, his agents or employees arising out of (a) the preparation or approval or maps, drawings, opinions, reports, surveys, Change Orders, designs or Plans and Specifications or (b) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees, provided such giving or failure to give is the primary cause of injury or damage.

ARTICLE 34. Contract Bonds

The Contractor will furnish performance, payment and maintenance bonds as security for the faithful performance, payment and maintenance of all his obligations under the Contract Documents. These bonds shall be in amounts of at least 100% of the Contract Price and in such form and with such Sureties as approved by the Securities Exchange and by the Insurance Commissioner of the State in which the Project is located. Prior to execution of the Contract Documents, the Owner may require the Contractor to furnish such other bonds, in such form and with such Sureties as he may require.

ARTICLE 35. Insurance

35.1 The Contractor shall provide (from insurance companies acceptable to the Owner) the insurance coverage designated hereinafter and pay all costs.

35.2 Before commencing Work under this Agreement, the Contractor shall furnish the Owner with certificates of insurance specified herein showing the type, amount, class of operations covered, effective dates, and date of expiration of policies, and containing substantially the following statement:

"The insurance covered by this certificate will not be cancelled or materially altered, except after 10 days written notice has been received by the Owner."

35.3 In case of the breach of any provision of this Article, the Owner, at his option, may take out and maintain, at the expense of the Contractor, such insurance as the Owner may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Contractor under this Agreement.

ARTICLE 36. Contractor and Subcontractor Insurance

The Contractor shall not commence Work on this Agreement until he has obtained all the insurance and it has been reviewed by the Owner, nor shall the Contractor allow any Subcontractor to commence Work on his subcontract until all similar insurance required for that portion of the Work has been so obtained and reviewed. Review of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

ARTICLE 37. Compensation and Employer's Liability Insurance

The Contractor shall maintain during the life of this Agreement the statutory Worker's Compensation, in addition to, Employer's Liability Insurance in an amount not less than $100,000 for each occurrence and a combined single limit of liability of $1,000,000 for each occurrence for all of his employees to be engaged in Work on the Project under this Agreement and, in case any such Work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such Work. Where Work under this Agreement includes any water or navigational exposure, coverage shall be included to cover the Federal Longshoremen's and Harborworker's Act and the Federal Jones Act.

ARTICLE 38. Public Liability (including Automotive) and Property Damage Insurance

38.1 The Contractor shall maintain during the life of this Agreement such public liability and property damage insurance and automobile public liability and property damage insurance and shall protect him, the Owner, the Engineer, and any Subcontractor performing Work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from negligent operations under this Agreement, whether such operations are by himself or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be not less than:

(1) Public liability insurance in an amount not less than $500,000 for injuries, including wrongful death to any one person, and subject to the same limit for each person in an amount not less than $1,000,000 for each occurrence.

(2) "Broad Form" property damage liability insurance in an amount not less than $500,000 for each occurrence.

38.2 The Contractor's public liability insurance and property damage insurance shall provide the primary coverage on all claims arising out of the performance of the Agreement, and shall name the Owner, its officers, agents and employees, and the Engineer as additional insureds therein.

ARTICLE 39. Builders Risk All Risk Insurance

Unless otherwise modified in the Special Provisions, the Contractor shall secure and maintain during the life of this Agreement, Builders Risk All Risk Insurance coverage for 100 percent of the Contract Price. Such insurance shall not exclude coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, and shall provide for losses to be paid to the Contractor and the Owner as their interest may appear.

ARTICLE 40. Insurance Coverage for Special Conditions

When the construction is to be accomplished within a public or private right-of-way requiring insurance coverage, the Contractor shall conform to the particular requirements and provide the required insurance. The Contractor shall include in his liability policy all endorsements that the said authority may require for the protection of the authority, its officers, agents and employees. Insurance coverage for special conditions, when required, shall be provided as set forth in the Special Provisions.

ARTICLE 41. Cleaning Up

The Contractor will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises and will remove all items of personal property such as all tools, construction equipment and machinery, and surplus materials, and further will leave the site broom-clean and ready for occupancy by the Owner. The Contractor will restore to the original condition those portions of the Work site not designated for alteration by the Contract Documents.

ARTICLE 42. Owner's Right to Stop or Suspend Work

42.1 If the Work is defective, or the Contractor fails to supply sufficiently skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to Subcontractors, or for labor, materials or equipment, the Owner may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

42.2 The Owner may, at any time and without cause, suspend the Work or any portion thereof, for a period of not more than one hundred eighty (180) days by notice in writing to the Contractor and the Engineer which shall fix the date on which Work shall be resumed. The Contractor will resume the Work on the date so fixed.

ARTICLE 43. Owner's Right to Terminate

43.1 If the Contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficiently skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors, or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if he disregards the authority of the Engineer, or if he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) Calendar Days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Engineer and incorporated into a Change Order.

43.2 Where the Contractor's services have been so terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor or his Surety then existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor will not release the Contractor or his Surety from liability.

43.3 Upon seven (7) Calendar Days written notice to the Contractor and the Engineer, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the Contractor and Engineer shall be paid for all Work executed and any expense sustained plus a reasonable profit.

ARTICLE 44. Contractor's Right to Terminate

If, through no act or fault of the Contractor, the Work is suspended for a period of more than one hundred eighty (180) Calendar Days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any application for payment within thirty (30) Calendar Days after it is submitted, or the Owner fails to pay the Contractor any sum approved by the Engineer within sixty (60) Calendar Days of its approval and presentation, then the Contractor may, upon seven (7) Calendar Days written notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work executed.

ARTICLE 45. Miscellaneous

45.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if 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 or certified mail, postage prepaid, to the last business address known to him who gives the notice.

45.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and in particular but without limitation, the warranties, guarantees, and obligations imposed upon the Contractor and the rights and remedies available to the Owner and Engineer thereon, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

45.3 The Contract Documents shall be governed by the law of the place where the Project is located.

45.4 Except as otherwise provided, or approved in writing, Contractor shall not assign this Agreement or sublet it as a whole without the written consent of the Owner; nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Owner. Owner may, however, assign this Agreement to any other party or entity, provided Owner continues to be responsible for the performance by such assignee of all undertakings of the Owner hereunder. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

45.5 Contractor shall treat all information relating to the Project and all information supplied to the Contractor by the Owner and/or Engineer as confidential and propriety information of the Owner and/or Engineer and shall not permit its release to any other parties or make any public announcement or any publicity releases without the Owner's written authorization. Contractor shall also require Subcontractors and vendors to comply with this Agreement.

45.6 In performing its obligations hereunder, Contractor shall be deemed an independent Contractor and not an agent or employee of Owner and/or Engineer. Contractor shall have the exclusive authority to manage, direct and control the Work subject to the terms and conditions of this Agreement and approval of Owner and/or Engineer as provided herein. Owner is interested in only the results obtained and not in the methods used in achieving the results.

CITY SPECIAL PROVISIONS

1. General

These Special Provisions contain items of specific instruction and subject matter concerning construction detail and/or are modifications to the General Conditions and Standard Specifications. The Contractor shall conduct his work in conformance with the specifications set forth herein and in accordance with the Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition, which is incorporated by reference to these specifications, and also in accordance with the Standard Utility Specifications prepared by the City Engineers Association of Minnesota (CEAM).

2. Project Schedule

The City of Ramsey anticipates, but does not guarantee award of this project on July 25, 2017. Construction is anticipated to commence on or about August 7, 2017.

3. Time for Completion and Liquidated Damages

The Contractor shall complete the work on or before August 25, 2017. Failure to complete the project within this specified time shall result in the payment as liquidated damages according to the schedule contained in Table 1807-1 of the Minnesota Department of Transportation Standard Specifications for Construction, 2016 Edition.

4. Working Hours

The work shall be carried out during normal daylight working hours in accordance with local ordinance and so as not to cause any unreasonable nuisance to affected residents. Under emergency conditions, this limitation may be waived in writing by the Engineer in conjunction with qualified local authority. Normal working hours in the City of Ramsey are considered to be from 7:00 a.m. to 10:00 p.m. on Monday through Saturday. The contractor shall provide 72 hour advance notice before working on Saturday. City Council approval is required for Sunday work.

5. Maintenance of Traffic

All traffic control devices shall conform and be installed in accordance to:

- The "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD);
- Part 6, "Field Manual for Temporary Traffic Control Zone Layouts" (Field Manual);
- The Speed Limits in Work Zones Guideline;
- The Minnesota Flagging Handbook;
- The Minnesota Standard Signs Manual;

- The Traffic Engineering Manual;

The Contractor shall submit the proposed traffic control layout, designed by a traffic engineer, to the Engineer for approval at least seven (7) days prior to the start of construction. At least 24 hours prior to placement, all traffic control devices shall be available on the Project for inspection by the Engineer. The Contractor shall modify his/her proposed traffic control layout and/or devices as deemed necessary by the Engineer.

The Contractor shall have an operator on call at all times to insure traffic movement within the project area. Local access to pedestrian facilities shall be maintained at all times. The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade weights that are damaged, destroyed, or otherwise fail to stabilize the barricades. Material storage for the project shall be along the edge of the existing roadway. Barricades with flashers shall be placed at each end of materials and equipment stored on the edge of the road. Cones shall be placed at each end directing traffic towards the middle of the road and at intervals along the length of the materials as specified in the MNDOT manual. If there is a break large enough for parallel parking a vehicle between stored materials, then a flasher shall be placed at each end of the space.

The Contractor shall notify the local Police and Fire Departments prior to commencing construction that will restrict traffic on any City street to the degree that emergency traffic could not be immediately facilitated. The Contractor shall provide necessary signs, flashers and barricades for any parking or driving lane closures. All signing shall conform to the MnDOT Manual of Uniform Traffic Control Devices. All plans for lane closures shall be submitted to the Engineer for approval a minimum of 48 hours prior to any closures.

The cost of all work related to continuation and control of traffic, including maintenance of traffic, provision of continued access, and the placement, maintenance or removal of traffic control devices should be included in the bid item unit price for Traffic Control. In the event the Contractor fails to maintain the street or provide signing, the Owner may perform the work and deduct the cost from any amount due the Contractor.

6. Cleanup and Restoration

When the work has been completed, the Contractor shall remove from the site all extra materials, equipment, debris and other supplies. All surfaces disturbed during the construction period shall be returned to their original condition or better.

7. Work Area

The right of way width is 80 feet. The Contractor's operations shall be confined to these public right-of-ways. The Contractor shall secure the permission of the Engineer prior to entering onto any other lands, including easement areas.

8. Permits

The Contractor will be required to obtain a City contractor's license.

9. Barricades, Guards and Safety Equipment

To protect persons from injury and to avoid property damage, adequate barricades, construction signs, warning lights, and guards as required shall be placed and maintained by the contractor during the progress of the construction work. All material piles, excavation equipment, and materials which may serve as obstructions to traffic or hazards shall be enclosed by fences or barricades and shall be protected by adequate lighting when visibility is poor. The rules and regulations of local authorities respecting safety provisions shall be observed.

10. Preconstruction Conference Required

Prior to initiating the work a preconstruction conference shall be scheduled and held with the contractor and his subcontractors, the City, utility companies (including fiber optic lines) or others with an interest in the project. The Contractor shall submit documentation for review at the preconstruction conference which: identifies construction personnel responsible for the work and project safety; provides a list of emergency or after hour contacts with their afterhours phone numbers; and identifies subcontractors and material suppliers. The Contractor shall prepare and submit a written schedule of the work, identifying work components and showing work start and completion dates required to comply with the schedule in the contract documents. The Contractor shall prepare and submit a list of material submittals that are required to comply with specified standards and will submit certificates of compliance or a schedule for compliance submittal.

No work is authorized on the project until the Notice to Proceed is issued. Once work has commenced, the Contractor shall continuously pursue completion in accordance with the approved schedule.

11. Construction Staking

Construction staking shall be provided by the City Engineering department. The Contractor shall provide a 48 hour notice for initial grade stakes and 24 hour notice for replacement stakes. All replacement staking shall be paid for by the Contractor.

12. Protection of Utilities

The Contractor is advised that utilities which include electric, gas, telephone, cable TV, fiber optic lines, sanitary sewer, storm sewer, and watermain are located within or near the project area anticipated for excavation. It is the Contractor's responsibility to obtain all locations from the respective utility companies. It is understood that no additional compensation shall be due the

Contractor because of the presence and protection of those utilities and appurtenances. The Contractor shall comply with the provisions of Minnesota Statues Chapter 216 related to underground construction and utility protection (Gopher State One call).

13. Maintenance during Construction

Once the Contractor commences work on the project, the construction area shall be maintained for the remainder of the project by the Contractor at their expense. Necessary signs and barricades shall be furnished by the Contractor. All existing surfaces not scheduled for removal shall be protected. All equipment which operates on bituminous or concrete surfaces shall be equipped with rubber tires. The Contractor shall provide reasonable access to all properties adjacent to the work. The cost of providing and maintaining continuous access where applicable, shall be included in the lump sum bid item price for Traffic Control. Any disturbed paved areas at intersections with public or private roads/driveway accesses must be brought to grade with class 5 at the end of each work day, unless road is closed for construction.

All unpaved surfaces shall be bladed and made passable at the end of each business day, unless road is closed for construction. Grading the surface will also be as directed by the Engineer when the travel lane is deemed impassable.

14. Surface Water and Sedimentation Control

The Contractor shall take reasonable efforts to prevent soils from being deposited onto street surfaces. Temporary earth stockpiles shall have suitable erosion control measures in place to prevent this material from migrating onto the street and into the storm sewer system. The Contractor shall have a sweeper on site during construction or must have the availability of one on site within three hours. Streets shall be left clean at the end of each working day.

Contractor will be expected to provide a water truck for dust control. Water is available at the automated water fill station located at the Public Works Facility on Jaspar Street and 142nd Avenue NW. Water will not be allowed to be drawn from City hydrants.

15. Tree Protection

The contractor shall employ the following tree protection measures to encourage the survival of trees affected by construction. Roots larger than one half inch in diameter which have been fractured as a result of grading operations shall be sawed flush with a bow saw or loppers as soon as possible after being disturbed. No unnecessary vehicles shall be allowed in the tree root zone to avoid compaction of soil.

16. Basis of Payment

Payment shall be made for the work on the basis specified below. The cost of any additional labor materials, tool and supplies which have not been specifically identified in this section for payment, but required to complete the project as per the plans and specifications shall be considered incidental to the project.

1. *Mobilization* – Payment shall be made on a lump sum basis for the mobilization of equipment.

2. *Traffic Control* – Payment shall be made on a lump sum basis as compensation for all equipment, material and labor costs required for the installation and maintenance of traffic control measures (signage, barricades, flasher, etc.), as directed by the Engineer, for any local traffic disruptions or temporary closures.

3. *Remove Pavement Marking* – Payment shall be made on a per square foot basis as compensation for all equipment, material, and labor costs required for the removal of pavement marking messages, i.e. turn arrows.

4. *Remove Pavement Marking* – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required for the removal of pavement marking striping, i.e. 4" solid lines.

5. *Pavement Marking* – Payment shall be made on a per each basis as compensation for all equipment, material, and labor costs required for the transportation, and placement of the required pavement markings shown on the plans.

6. *Pavement Striping* – Payment shall be made on a per lineal foot basis as compensation for all equipment, material, and labor costs required for the transportation, and placement of the required pavement striping shown on the plans, based upon type, and size.

CONSTRUCTION CONTRACT

THIS AGREEMENT (the "Agreement") is made and entered into this __ day of _____, 2017, by and between _____, a Minnesota Corporation (the"Contractor") and the City of Ramsey, a Minnesota Municipal Corporation, 7550 Sunwood Drive NW, Ramsey, Minnesota 55303 (the "Owner").

WITNESSETH

WHEREAS, the City of Ramsey proposes to improve striping along 0.59 miles of Sunwood Drive east of Zeolite Street and west of Rhinestone Street, with City Improvement Project No. 17-04 (the "Project"); and

WHEREAS, the plans and specifications necessary for construction of the Project are defined in the Contract Documents and Technicial Specifications dated June 27, 2017 (the "Contract Documents"); and

WHEREAS, the work required to complete the Project is defined in the Contract Documents (the "Work"); and

WHEREAS, the Contractor has made a written proposal and bid to the Owner to furnish the material, equipment, labor and everything necessary for the completion of the Work for the price and within the time schedule required by the Contract Documents; and

WHEREAS, the Contractor, as the lowest responsible bidder, has been awarded the contract for the Work by the City; and

WHEREAS, Contractor, in consideration of the payments hereinafter provided, for itself and its successors, as the case may be, hereby covenants and agrees to and with the Owner to perform the Work and furnish the material, under the supervision of the City Engineer; and

WHEREAS, Contractor acknowledges:

1. That it understands the Contract Documents;

2. That it has the equipment, technical ability, personnel and facilities to construct the Project in accordance with the Contract Documents and that it is licensed by all applicable agencies and governmental entities;

3. That the Contract Documents are, in its opinion, appropriate and adequate for the complete construction of the Project in a sound and suitable manner.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

1. Work Performance. Contractor shall perform the Work as described in the Contract Documents which are incorporated herein by reference. Contractor agrees to comply

with all federal, state, and local laws and ordinances applicable to the services to be performed under this Agreement, including all safety standards. The Contractor shall be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the performance of the services.

2. Commencement of Work. The Contractor shall commence work on the Project within ten (10) days of the date of the Notice to Proceed given by the City Engineer and shall have the Work substantially complete within the period specified in the Contract Documents. Failure to complete the work within this period will be cause for the Contractor to forfeit the amount as required by the Special Provisions terms of the Contract Documents and that it is appropriately licensed by all applicable agencies and governmental entities.

3. Contractor Compensation. The Owner shall compensate Contractor for the Work in the amount of $_____ based upon the Contractor's accepted bid subject to any additions or deductions provided therein, payment shall be made pursuant to the payment provisions outlined in the Contract Documents.

4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

5. Insurance Requirements.

   A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of $1,500,000 per occurrence; $2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
   B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of $1,000,000, combined single limit.
   C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
   D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverage's are in full force and effect.

6. Indemnification. To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses, including attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor

may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

7. Dispute Resolution. The Parties shall cooperate and use their best efforts to ensure that the various provisions of the Agreement are fulfilled. The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

   A. Whenever there is a failure between the Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The parties shall agree upon a mediator, or if they cannot agree, shall obtain a list of court-approved mediators from the Anoka County District Court Administrator and select a mediator by alternately striking names until one remains. The City shall strike the first name followed by the Contractor, and shall continue in that order until one name remains.
   B. Litigation. If the dispute is not resolved within thirty (30) days after the end of mediation proceedings, the Parties may litigate the matter.

8. General Provisions.

   A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.

   B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.

   C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

   D. Nondiscrimination. In the hiring of employees to perform work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic protected by state or federal law.

   E. Force Majeure. Except for payment of sums due, neither party shall be liable to the other or deemed in default under this Agreement, if and to the extent that such party's performance is prevented by reason of Force Majeure, as determined by the City.

   F. Notices. All notices and other communications under this Agreement must be in writing and must be given by registered or certified mail, postage prepaid, or delivered by hand at the addresses set forth below:

      Notice to City: City of Ramsey
      Attention: City Engineer
      7550 Sunwood Drive NW
      Ramsey, MN 55303

      Notice to Contractor: _____
      _____
      _____

G. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the State of Minnesota.

H. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.

I. Ownership of Documents. All reports, plans, specifications, data, maps, and other documents produced by the Contractor in the performance of services under this Agreement shall be the property of the City.

J. Government Data. The Contractor agrees to maintain all data received from the City in the same manner as the City as required under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

K. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed to be one and the same document.

L. Savings Clause. If any court finds any portion of this Agreement to be contrary to law, invalid, or unenforceable, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in triplicate counterparts the day and year first above written.

CONTRACTOR:

_____

By:_____

Its:_____

OWNER:

CITY OF RAMSEY

By:_____
Sarah Strommen, Its Mayor

ATTEST:

By:_____
Kurt Ulrich, Its City Administrator

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, Joseph J. Langel, the duly authorized and acting legal representative of the City of Ramsey, do hereby certify that I have reviewed the attached contract dated _____ ___, 2017, between the City of Ramsey as Owner, and _____ as Contractor. In addition, I have examined the attached Performance Bond of said Contractor as Principal, and _____ as Surety, dated _____ ___, 2017, and which is the Surety's Bond _____. In addition, I have examined the attached Payment Bond of said Contractor as Principal, and _____ as Surety, dated _____ ___, 2017, and which is the Surety's Bond _____. Based upon said review, I approve these documents to be Legal Form.

Dated: _____ ____, 2017

_____
Ramsey City Attorney

Prompt Payment
December 2002

NOTICE TO BIDDERS

Minnesota Statutes that require prompt payment to subcontractors:

16A.1245 Prompt payment to subcontractors.

Each state agency contract must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the state for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 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 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

HIST: 1990 c 541 s 1

337.10 Building and construction contracts; prohibited provisions.

Subd. 3. Prompt payment to subcontractors. A building and construction contract shall be deemed to require the prime contractor and all subcontractors to promptly pay any subcontractor or material supplier contract within ten days of receipt by the party responsible for payment of payment for undisputed services provided by the party requesting payment. The contract shall be deemed to require the party responsible for payment to pay interest of 1-1/2 percent per month to the party requesting payment on any undisputed amount not paid on time. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the party responsible for payment shall pay the actual penalty due to the party requesting payment. A party requesting payment who prevails in a civil action to collect interest penalties from a party responsible for payment must be awarded its costs and disbursements, including attorney fees incurred in bringing the action. This subdivision does not apply to construction of or improvements to residential real estate as defined in section 326.83, subdivision 17, or to construction of or improvements to attached single-family dwellings, if those dwellings are used for residential purposes and have fewer than 13 units per structure.

HIST: 1997 c 127 s 1; 1998 c 289 s 1,2; 1999 c 116 s 2

Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 7.**

Meeting Date: 06/27/2017

By: Bruce Westby, Engineering/Public Works

Information

Title:

Adopt Resolution #17-06-151 Approving Plans and Specifications and Authorizing Advertisements for Bids for Improvement Project #16-20, Riverdale Drive Extension from Traprock Street to Ramsey Boulevard

Purpose/Background:

Purpose:

The purpose of this case is to adopt a resolution approving plans and specifications and authorizing advertisements for bids for extending Riverdale Drive from Traprock Street to Ramsey Boulevard in 2017.

Background:

In September 2014, the Cities of Ramsey and Anoka, in partnership with the Minnesota Department of Transportation (MnDOT), the Anoka County Highway Department, and the Metropolitan Council, completed the Highway 10 Access Planning Study. This Study includes an Implementation Plan that identifies 21 proposed improvement projects along the Highway 10 corridor through Anoka and Ramsey. These projects are prioritized as immediate, short-term, mid-term, or opportunity/development/safety driven projects. The extension of Riverdale Drive from Traprock Street to Ramsey Boulevard is prioritized as an immediate need, the highest priority.

On October 28, 2014, the City Council adopted the Highway 10 Access Planning Study, thereby supporting the mutual goals and objectives of the various agencies to improving the operations and safety of Highway 10 in balance with local community values. In support of these goals and objectives, City staff submitted an application on January 2, 2015 for $750,000 in grant funding from the Routes of Regional Significance Account, administered through the Local Road Improvement Program, for extending Riverdale Drive between Traprock Street and Ramsey Boulevard. This application was subsequently denied.

On May 26, 2015, the City Council authorized applying for up to $710,000 in funding through the MnDOT Metro Municipal Agreement Program. On September 21, 2015, the City was notified the project was awarded up to $584,280 in funding through the Metro Municipal Agreement Program.

On October 13, 2015, the City Council adopted a resolution accepting the awarded MnDOT Metro Municipal Agreement Program funds for the Riverdale Drive extension project in the maximum amount of $584,280. This obligated the City to moving forward with the project including preparation of final Plans and Specifications, as well as executing a Cooperative Construction Agreement before awarding a Contract for construction.

On November 24, 2015, the City Council adopted a resolution authorizing Bolton & Menk, Inc, to prepare final plans and specifications.

On May 24, 2017, the City of Ramsey submitted a payment of $200,000 to Anoka County to acquire 5.31 acres of roadway right-of-way along the north edge of the Mississippi West Regional Park. This allows MnDOT to finalize

their review of plans and specifications for this project, and to sign the title sheet of the plans, allowing the project to be let for bids.

On July 11, 2017, Staff anticipates requesting Council approval to enter into a Cooperative Agreement between the City and MnDOT. This will allow the awarded Metro Municipal Agreement Program funds to be applied to the improvements. The Cooperative Agreement must be executed before a Contract for construction can be awarded by the City.

On July 25, 2017, Staff anticipates requesting Council to accept bids and award a Contract for construction of Improvement Project #16-20. Construction could then begin in early to mid-August, allowing substantial project completion by mid-October.

Notification:

Notifications are not required for this case. Bids are proposed to be advertised on Friday, June 30th, and Friday, July 7th.

Observations/Alternatives:

Observations:

Attached are draft plans and specifications for Improvement Project #16-20, which did not yet have final MnDOT approval at the time this case was prepared. However, based on a meeting held with MnDOT on June 21, MnDOT will approve plans and specifications before the first advertisement runs on June 30th.

Alternatives:

Alternative #1 - Adopt Resolution #17-06-151 approving plans and specifications and authorizing advertisements for bids for Improvement Project #16-20, Riverdale Drive Extension from Traprock Street to Ramsey Boulevard.

Alternative #2 - Deny adoption of Resolution #17-06-151 at this time.

Funding Source:

The engineer's estimate for construction costs is $1,082,192.50. The total project cost, including 23% indirect costs, is estimated at $1,331,096.78.

The City's estimated cost share is $746,816.78 after the $584,280 of Metro Municipal Agreement funds are applied. Municipal State Aid dollars are proposed to cover the City's cost share as noted in the current CIP.

Recommendation:

City staff recommends alternative #1.

Action:

Motion to adopt Resolution #17-06-151 approving plans and specifications and authorizing advertisements for bids for Improvement Project #16-20, Riverdale Drive Extension from Traprock Street to Ramsey Boulevard.

Attachments

Resolution 1706151

IP1620 Plans

IP1620 Specs

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/22/2017 03:49 PM
Form Started By: Bruce Westby		Started On: 06/19/2017 07:30 AM

Final Approval Date: 06/22/2017

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-151

RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING ADVERTISEMENTS FOR BIDS FOR RIVERDALE DRIVE EXTENSION FROM TRAPROCK STREET TO RAMSEY BOULEVARD IMPROVEMENT PROJECT #16-20

WHEREAS, the City of Ramsey desires to extend Riverdale Drive from Traprock Street to Ramsey Boulevard to complete the south frontage road to U.S. Highway 10 between Armstrong Boulevard and Ramsey Boulevard; and

WHEREAS, the City of Ramsey's 2015 - 2019 Capital Improvement Program identifies this project for design and construction in calendar years 2016 - 2017; and

WHEREAS, this improvement project is identified as an immediate priority in the Highway 10 Access Planning Study completed in 2014 as a partnership between the Minnesota Department of Transportation (MnDOT) and the Anoka County Highway Department; and

WHEREAS, the City represents that this project provides benefit to the Trunk Highway system, as well as to the local community, making the project eligible for funding through MnDOT's Metro Municipal Agreement Program in the maximum amount of $584,280; and

WHEREAS, the City has the capability to adequately fund its local cost share for this public improvement project in the estimated amount of $746,816.78; and

WHEREAS, the City agrees to comply with all applicable laws and regulations as stated in the grant agreement; and

WHEREAS, the City has the necessary capabilities to adequately develop, implement, manage, and maintain this public improvement project; and

WHEREAS, on September 21, 2015, the City was notified by MnDOT that this project received up to $584,280 in funding through MnDOT's Metro Municipal Agreement Program for eligible construction items, including construction engineering and inspection, in accordance with MnDOT's Cost Participation Policy; and

WHEREAS, upon accepting the funds the City agreed to prepare project plans and specifications conforming to MnDOT's design standards and format; and

WHEREAS, the Ramsey City Council adopted a resolution on November 24, 2015, authorizing City staff to accept a proposal from Bolton & Menk, Inc. in the amount of $89,170 to prepare final Plans and Specifications; and

WHEREAS, final Plans and Specifications are complete and were reviewed and approved by MnDOT allowing the project to be let for bids.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1) That the Ramsey City Council hereby approves final Plans and Specifications for Improvement Project #16-20, Riverdale Drive Extension from Traprock Street to Ramsey Boulevard, and authorizes advertisements for bids.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June, 2017.

_____
Mayor

ATTEST:

_____
City Clerk

MINNESOTA DEPARTMENT OF TRANSPORTATION
CITY OF RAMSEY, MINNESOTA

RIVERDALE DRIVE EXTENSION IMPROVEMENTS, SP 0202-101

CONSTRUCTION PLAN FOR SITE GRADING, BITUMINOUS SURFACING AND WATER MAIN

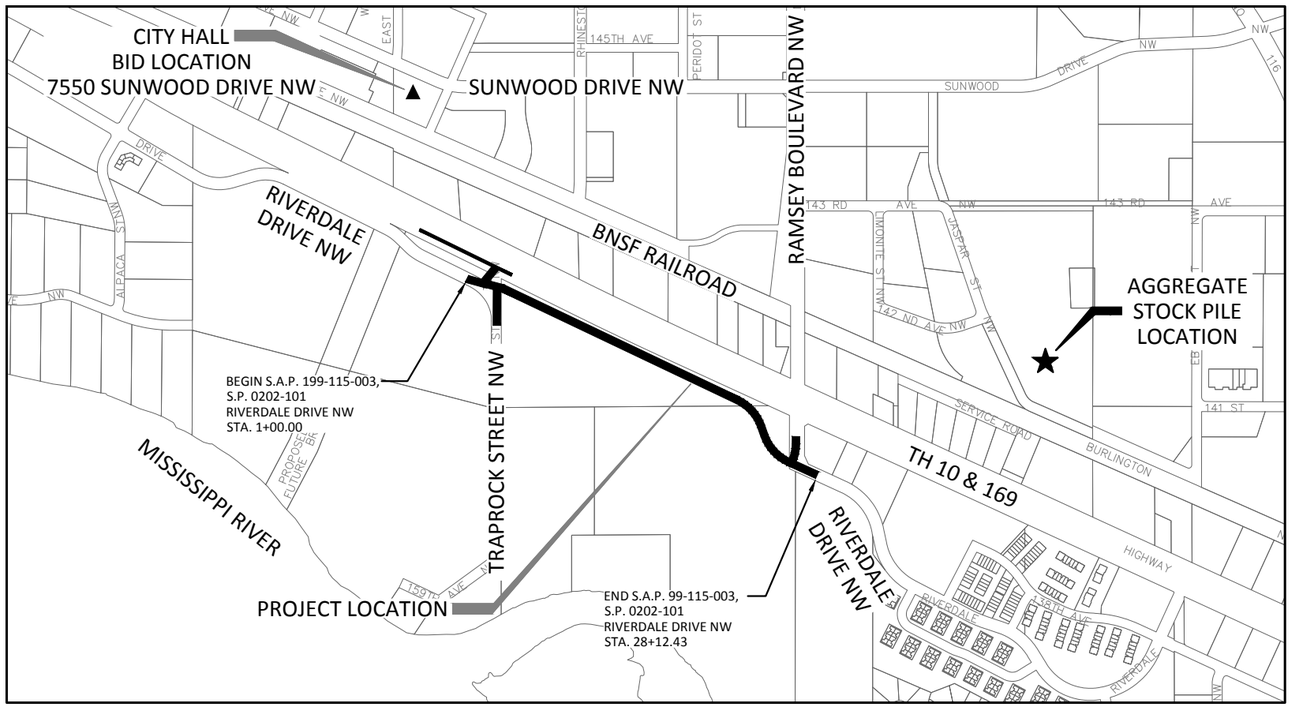
LOCATED ON: RIVERDALE DRIVE FROM: 300' WEST OF TRAPROCK STREET NW TO: 200' EAST OF RAMSEY BOULEVARD NW

RIVERDALE DRIVE NW

STATE PROJ. NO. S.A.P. 199-115-003, SP 0202-101

GROSS LENGTH	2712.43	FEET	0.514	MILES
BRIDGES-LENGTH		FEET		MILES
EXCEPTIONS-LENGTH		FEET		MILES
NET LENGTH	2712.43	FEET	0.514	MILES

REF. POINT 221+00.064 TO REF. POINT 221+00.449



AGREEMENT NO. 1002020
CITY OF RAMSEY
S.P. 0202-101 (TH 10=003)
LOCAL FUNDS
METRO DISTRICT



MAP LEGEND

- PROJECT LIMITS
- BID LOCATION

TYPICAL PLAN SCALE UNLESS OTHERWISE NOTED:

HORZ. 0 50 100 SCALE FEET

VERT. 0 5 10 SCALE FEET

DESIGN DESIGNATION

ADT (2017) = 2,000
ADT (2037) = 4,000
HCADT (2036) = 6.3%
$\Sigma N18_{20}$ 421,000
R VALUE 40
STRUCTURAL DESIGN STRENGTH = 10 TON
DESIGN SPEED ..... 30 MPH
FUNCTIONAL CLASSIFICATION:
... URBAN-COLLECTOR

TRAFFIC LANES: ..... 2 - 12'
SHOULDER: ..... 8'
PARKING LANES: 2
BASED ON: ..... STOPPING SIGHT DISTANCE
HEIGHT OF EYE: ..... 3.5'
HEIGHT OF OBJECT: ..... 2.0'

BIKE TRAIL DESIGN DESIGNATION OFF-ROAD TRAIL

STA. 1+07.00 TO STA. 5+16.00 RT
STA. 1+07.00 TO STA. 2+70.26 LT

FUNCTIONAL CLASSIFICATION — BIKE TRAIL
DESIGN SPEED — 20 MPH

DESIGN SPEED FOR BIKEWAY BASED ON STOPPING SIGHT DISTANCE:
HEIGHT OF EYE = 4.5 FT
HEIGHT OF OBJECT = 0 FT



PROJECT LOCATION

DISTRICT : METRO
COUNTY : ANOKA
SECTION : 28, 33, & 34
TOWNSHIP : 32N
RANGE : 25W

MINN. PROJ. NO. STATE FUNDS

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST RECENT EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST "FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS."

INDEX

SHEET NO.	DESCRIPTION
1	TITLE
2	LEGEND
3	ESTIMATED QUANTITES/STANDARD PLATES
4 - 5	TABULATIONS
6	ALIGNMENT PLAN & TABULATION
7	TYPICAL SECTIONS
8 - 11	CONSTRUCTION DETAILS
12 - 17	MnDOT PEDESTRIAN CURB RAMP DETAILS
18 - 21	MnDOT DRIVEWAY AND SIDEWALK DETAILS
22 - 23	INTERSECTION & PEDESTRIAN RAMP DETAILS
24 - 26	STORM WATER POLLUTION PREVENTION PLAN
27	EROSION & SEDIMENT CONTROL
28	EXISTING CONDITIONS & REMOVALS
29	POND GRADING
30 - 31	RIVERDALE DRIVE PLAN & PROFILE - WATERMAIN
32 - 33	RIVERDALE DRIVE PLAN & PROFILE - STREET & STORM SEWER
34	TRAPROCK STREET PLAN & PROFILE - STREET & STORM SEWER
35	STORM SEWER LEADS
36	SIGNING & STRIPING
37 - 44	CROSS SECTIONS

THIS SET OF PLANS CONTAINS 44 SHEETS

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.

Kevin. P. Kielb LIC. NO. 23211 DATE:

APPROVED: DATE
CITY ENGINEER, CITY OF RAMSEY

RECOMMENDED FOR APPROVAL: DATE
DISTRICT TRANSPORTATION ENGINEER

RECOMMENDED FOR APPROVAL: DATE
DISTRICT TRAFFIC ENGINEER

RECOMMENDED FOR APPROVAL: DATE
STATE PRE-LETTING ENGINEER

OFFICE OF LAND MANAGEMENT APPROVAL: DATE
DIRECTOR, LAND MANAGEMENT

APPROVED: DATE
STATE DESIGN ENGINEER

DATE

DISTRICT STATE AID ENGINEER: REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY

DATE

APPROVED FOR STATE AID FUNDING: STATE AID ENGINEER

PROJECT DATUM:
HORIZONTAL: ANOKA COUNTY COORDINATES NAD83, 1996 ADJUSTMENT
VERTICAL: NAVD88 DATUM

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10=003)
TITLE SHEET

SHEET 1 OF 44

H:\RAMS\R16111092\CAD\C3D\111092_TTL.dwg 3/17/16 2:17 pm

EXISTING

- IRON PIPE MONUMENT SET
- MONUMENT FOUND
- CAST IRON MONUMENT FOUND
- STONE MONUMENT FOUND
- POST SET
- BENCH MARK
- AUTO SPRINKLER
- ANTENNA
- AIR CONDITIONER
- ANCHOR
- AIR PUMP
- APRON
- BASKETBALL HOOP
- BIRD FEEDER
- BENCH
- BRACE POLE
- CATCH BASIN
- CLOTHES LINE POLE
- CONTROL POINT
- CLEAN OUT
- COMMUNICATION PEDESTAL
- CURB STOP VALVE
- DITCH TOP
- DRINKING FOUNTAIN
- DOWN SPOUT
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC TRANSFORMER
- EXHAUST VENT
- FLAG POLE
- FILL PIPE
- GAS MANHOLE
- GAS REGULATOR
- GAS VALVE
- GAS METER
- ACCESS GRATE
- HANDICAPPED PARKING
- HAND HOLE
- HYDRANT
- IRRIGATION CONTROL VALVE
- LIGHT DECORATIVE
- LIGHT POLE
- MAILBOX
- METER
- POST
- MANHOLE
- LIFT STATION MANHOLE
- MONITORING WELL
- ORDER MICROPHONE
- PARK GRILL
- GAS PUMP
- POST INDICATOR VALVE
- PARKING METER
- SANITARY MANHOLE
- SATELLITE DISH
- SEMAPHORE TRAFFIC LIGHT
- SIGNAL BOX
- SIGNAL POLE - RR
- SOIL BORING
- SIREN
- SPRINKLER HEAD
- STORM MANHOLE
- TELEPHONE MANHOLE
- PUBLIC TELEPHONE
- TILE INLET
- TILE RISER
- TRAFFIC ARM BARRIER
- TRAFFIC SIGN
- TRANSMISSION TOWER
- UTILITY POLE
- VACUUM
- VENT PIPE
- DECIDUOUS TREE
- CONIFEROUS TREE
- STUMP
- BUSH
- WELL
- WATER MANHOLE
- WATER METER
- WATER SPIGOT
- WATER VALVE
- WETLAND / MARSH
- WETLAND - DELINEATED

PROPOSED

- ALIGNMENT/CENTERLINE (22+00)
- RIGHT-OF-WAY LINE
- TEMPORARY EASEMENT
- CONSTRUCTION LIMITS
- CURB & GUTTER (B618)
- CURB & GUTTER (B624)
- BITUMINOUS EDGE
- CONCRETE EDGE
- GRAVEL EDGE
- SILT FENCE-PREASSEMBLED
- SILT FENCE-HEAVY DUTY
- EROSION PROTECTION AT INLET
- MANHOLE
- CATCH BASIN
- STORM INLET
- APRON
- STORM SEWER
- PERFORATED PIPE DRAIN
- STORM DRAIN TILE
- CULVERT W/APRON
- STORM MANHOLE NUMBER (1)
- SANITARY SEWER
- SANITARY FORCEMAIN
- SANITARY SEWER SERVICE
- SANITARY LIFT STATION
- SANITARY MANHOLE
- SANITARY MANHOLE NUMBER (A)
- WATERMAIN
- WATERMAIN SERVICE
- WATER SYSTEM MANHOLE
- HYDRANT
- HYDRANT W/ VALVE
- VALVE
- CURBSTOP
- BEND
- REDUCER
- CROSS
- TEE
- CAP
- SLEEVE
- SIGN
- LIGHT POLE
- GUARD RAIL
- SOIL BORING (B-?)
- WETLAND
- BUSH
- CONIFEROUS TREE
- DECIDUOUS TREE

- OVERHEAD ELECTRIC LINE (EO)
- UNDERGROUND ELECTRIC LINE (EU)
- GAS LINE (G)
- FIBER OPTIC LINE (FO)
- UNDERGROUND COMMUNICATIONS LINE (CU)
- OVERHEAD UTILITY LINE (OU)
- WATER SYSTEM
- STORM SEWER
- TILE LINE
- SANITARY SEWER
- SANITARY FORCEMAIN
- CULVERT
- INTERMEDIATE CONTOURS
- INDEX CONTOURS
- COUNTY LINE
- CITY LIMITS
- SIXTEENTH LINE
- QUARTER LINE
- SECTION LINE
- ADJACENT LINES
- EASEMENT LINE
- BUILDING SETBACK LINE
- FENCE LINE
- GUARD RAIL
- ACCESS CONTROL LINE
- CENTERLINE
- PROPERTY / LOT LINE
- ROAD RIGHT-OF-WAY LINE
- RAILROAD RIGHT-OF-WAY LINE
- GRAVEL EDGE
- BITUMINOUS EDGE
- CONCRETE EDGE
- CURB & GUTTER
- WATER EDGE
- WATER CENTERLINE
- HIGHWATER LINE
- WETLAND EDGE
- SWALE CENTERLINE
- RAILROAD TRACKS

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_TTL.dwg 3/17/16 2:17 pm

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.

Kevin. P. Kielb

LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

LEGEND

SHEET 2 OF 44

STATEMENT OF ESTIMATED QUANTITIES (A)

TAB INDEX	NOTES	ITEM NUMBER	SPEC NO.	ITEM	UNIT	TOTAL	PARTICIPATING S.A.P. 199-115-003 & S.P. 0202-101	NON-PARTICIPATING QUANTITY
		1	2021.501	MOBILIZATION	LUMP SUM	1	1	
F		2	2101.511	CLEARING AND GRUBBING	LUMP SUM	1	1	
F		3	2102.501	PAVEMENT MARKING REMOVAL	SQ FT	123	123	
F		4	2104.501	REMOVE FENCE	LIN FT	115	115	
F		5	2104.501	REMOVE CURB AND GUTTER	LIN FT	1640	1640	
F		6	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	100	100	
F		7	2104.501	REMOVE PIPE CULVERTS	LIN FT	125	125	
F		8	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	5760	5760	
F		9	2104.505	REMOVE CONCRETE PAVEMENT	SQ YD	185	185	
F		10	2104.509	REMOVE DRAINAGE STRUCTURE	EACH	3	3	
F		11	2104.509	REMOVE WOOD POST	EACH	3	3	
F		12	2104.509	REMOVE SIGN	EACH	17	17	
F		13	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	80	80	
F		14	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	940	940	
F	1	15	2104.601	RELOCATE MISCELLANEOUS STRUCTURE	LUMP SUM	1	1	
G		16	2105.501	COMMON EXCAVATION (P)	CU YD	9905	9905	
G		17	2105.507	SUBGRADE EXCAVATION	CU YD	200	200	
G		18	2105.511	CHANNEL AND POND EXCAVATION	CU YD	3215	3215	
G		19	2105.521	GRANULAR BORROW (CV)	CU YD	200	200	
H	2	20	2211.501	AGGREGATE BASE CLASS 5	TON	6575	6575	
J		21	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3,A)	TON	1653	1653	
J		22	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	TON	1950	1950	
K	3	23	2501.515	18" RC PIPE APRON	EACH	1	1	
K		24	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	1709	1709	
K		25	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III	LIN FT	260	260	
K		26	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2	2	
M		27	2504.602	ADJUST VALVE BOX	EACH	3		3
M		28	2504.602	ADJUST HYDRANT AND VALVE	EACH	1		1
M		29	2504.602	CONNECT TO EXISTING WATER MAIN	EACH	2		2
M		30	2504.602	HYDRANT	EACH	1		1
M		31	2504.602	6" GATE VALVE & BOX	EACH	1		1
M		32	2504.602	12" GATE VALVE & BOX	EACH	2		2
M		33	2504.603	6" WATERMAIN DUCTILE IRON CLASS 52	LIN FT	97		97
M		34	2504.603	12" WATERMAIN DUCTILE IRON CLASS 52	LIN FT	2360		2360
M		35	2504.608	WATERMAIN FITTINGS	POUND	1040		1040
K		36	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	5.2	5.2	
K	4	37	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	LIN FT	6.1	6.1	
K	5	38	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	LIN FT	43.6	43.6	
K		39	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	3.0	3.0	
L		40	2506.516	CASTING ASSEMBLY	EACH	14	14	
K		41	2506.522	ADJUST FRAME AND RING CASTING	EACH	2	2	
O		42	2511.502	RANDOM RIPRAP CLASS III	TON	24	24	
I		43	2521.501	6" CONCRETE WALK	SQ FT	750	750	
I		44	2531.501	CONCRETE CURB & GUTTER DES B618	LIN FT	5900	5900	
I		45	2531.501	CONCRETE CURB & GUTTER DES B624	LIN FT	20	20	
I		46	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	110	110	
I		47	2531.618	TRUNCATED DOMES	SQ FT	90	90	
		48	2563.601	TRAFFIC CONTROL	LUMP SUM	1	1	
		49	2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1	1	
N		50	2564.531	SIGN PANELS TYPE C	SQ FT	58	58	
O		51	2573.502	SILT FENCE, TYPE MS	LIN FT	1126	1126	
O		52	2573.530	STORM DRAIN INLET PROTECTION	EACH	20	20	
O		53	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	100	100	
O		54	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1	1	
P		55	2574.508	FERTILIZER, TYPE 3	POUND	1610	1610	
P		56	2575.501	SEEDING	ACRE	4.6	4.6	
P		57	2575.502	SEED, MIXTURE 25-121	POUND	230	230	
P		58	2575.502	SEED, MIXTURE 33-262	POUND	26	26	
P		59	2575.502	SEED, MIXTURE 35-221	POUND	95	95	
P		60	2575.505	SODDING TYPE SALT TOLERANT	SQ YD	545	545	
O		61	2575.523	EROSION CONTROL BLANKET CATEGORY 3N	SQ YD	8095	8095	
P		62	2575.560	HYDRAULIC BONDED FIBER MATRIX	POUND	13750	13750	
N		63	2582.501	PAVEMENT MESSAGE EPOXY	SQ FT	60	60	
N		64	2582.502	4" SOLID LINE EPOXY	LIN FT	6800	6800	
N		65	2582.502	4" DOUBLE SOLID LINE EPOXY	LIN FT	3130	3130	
N		66	2582.502	24" SOLID LINE EPOXY	LIN FT	210	210	

1. ITEM INCLUDES RELOCATING TRAIL GATE TO NEW TRAIL ALIGNMENT
2. ITEM INCLUDES AGGREGATE MATERIAL FROM CITY STOCKPILE
3. ITEM INCLUDES TRASH GUARD
4. DESIGN 48-4020 WITH 2'X3' OPENING
5. 2' x 3' CATCH BASIN

TABULATION INDEX (B)

TABLE		SHEET NO.
A	STATEMENT OF ESTIMATED QUANTITIES	3
B	TABULATION INDEX	3
C	BASIS OF ESTIMATED QUANTITES	3
D	PRIVATE UTILITY OWNERS TABULATION	3
D-1	EXISTING PRIVATE UTILITIES	3
E	STANDARD PLATES	3
F	MISCELLANEOUS REMOVAL TABULATION	4
G	EARTHWORK TABULATION	4
H	AGGREGATE TABULATION	4
I	CONCRETE TABULATION	4
J	BITUMINOUS TABULATION	4
K	STORM SEWER TABLE	5
L	CASTING ASSEMBLY TABULATION	5
M	WATER MAIN TABLE	5
N	STRIPING & STRIPING TABULATION	5
O	EROSION CONTROL TABULATION	5
P	TURF ESTABLISHMENT TABULATION	5

BASIS OF ESTIMATED QUANTITES (C)

MATERIAL	CONVERSION FACTORS
AGGREGATE BASE CLASS 5	1.8 TON/CU YD
NON WEARING BITUMINOUS COURSE MIXTURE	110 LBS/SY-IN
WEARING BITUMINOUS COURSE MIXTURE	110 LBS/SY-IN
BITUMINOUS MATERIAL FOR TACK COAT	0.05 GAL/SY
FERTILIZER TYPE 3	350 LBS/ACRE
HYDRAULIC MATRIX, TYPE (BFM)	3500 LBS/ACRE

PRIVATE UTILITY OWNERS TABULATION (D)

UTILITY	OWNER
ELECTRIC	CONNEXUS ENERGY
GAS	CENTERPOINT ENERGY MINNESOTA GAS
CABLE	WINDSTREAM COMMUNICATIONS
TELEPHONE	CENTURY LINK
PUBLIC	CITY OF RAMSEY

EXISTING PRIVATE UTILITIES (D–1)

NOTES	STATION	OFFSET	ITEM INPLACE	OWNER	REMARKS
	1+33.66	25.4' RT	LIGHT POLE	CONNEXUS ENERGY	NO CONFLICT
	1+67.56	32.4' LT	LIGHT POLE	CONNEXUS ENERGY	RELOCATE TO STA. 2+59.09, OS 26.7' LT
	2+07.80'	111.3 LT	MnDOT VAULT	MnDOT	NO CONFLICT
	2+17.39	86.3' RT	LIGHT POLE	CONNEXUS ENERGY	RELOCATE TO STA 2+75.65, OS 34.2' RT
	3+12.29'	68.3' LT	PEDESTAL	MnDOT	NO CONFLICT
	3+73.97'	2.2' RT	POWER POLE	CONNEXUS ENERGY	REMOVE POLE, RELOCATE UTILITY POLE ANCHOR TO STA. 3+73.97, OS 33.0' LT
	22+80.69'	36.1' RT	MONITORING WELL	CITY OF RAMSEY	NO CONFLICT
	27+38.73'	25.7 LT	LIGHT POLE	CONNEXUS ENERGY	NO CONFLICT

NOTES:

EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

STANDARD PLATES (E)

THE FOLLOWING STANDARD PLATES, APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION, SHALL APPLY ON THIS PROJECT

PLATE NO.	DESCRIPTION
3000L	REINFORCED CONCRETE PIPE (5 SHEETS)
3006G	GASKET JOINT FOR R.C. PIPE (2 SHEETS)
3007E	SHEAR REINFORCEMENT FOR PRECAST DRAINAGE STRUCTURES
3100G	CONCRETE APRON FOR REINFORCED CONCRETE PIPE
3133D	RIPRAP AT RCP OUTLETS
3145G	CONCRETE PIPE OR PRECAST BOX CULVERT TIES
4006L	MANHOLE OF CATCH BASIN PRECAST - DESIGNS G & H
4011E	PRECAST CONCRETE BASE
4020J	MANHOLE OR CATCH BASIN (FOR USE WITH OR WITHOUT TRAFFIC LOADS) (2 SHEETS)
4022A	MANHOLE OR CATCH BASIN COVER - 3' X 2' OPENING - FOR USE WITH OR WITHOUT TRAFFIC LOADS
4026A	CONCRETE ENCASED CONCRETE ADJUSTING RINGS
4101D	RING CASTING FOR MANHOLE OR CATCH BASIN
4108F	ADJUSTING RINGS FOR CATCH BASINS AND MANHOLES
4160D	CURB BOX CASTING FOR CATCH BASIN
4180J	MANHOLE OR CATCH BASIN STEP
7038A	DETECTABLE WARNING SURFACE TRUNCATED DOMES
7100H	CONCRETE CURB AND GUTTER (DESIGN B & V)
7111J	INSTALLATION OF CATCH BASIN CASTINGS (CONCRETE CURB AND GUTTER)
8000J	CHANNELIZERS (3 SHEETS)

©Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_TAB.dwg 3/10/16 4:43 pm

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.

Kevin. P. Kielb

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
ESTIMATED QUANTITIES

SHEET 3 OF 44

MISCELLANEOUS REMOVAL TABULATION (F)

STATION	OFFSET	CLEARING & GRUBBING	PAVEMENT MARKING REMOVAL	REMOVE CURB & GUTTER	REMOVE SEWER PIPE (STORM)	REMOVE PIPE CULVERTS	REMOVE BITUMINOUS PAVEMENT	REMOVE CONCRETE PAVEMENT	REMOVE DRAINAGE STRUCTURE	SAWING BITUMINOUS PAVEMENT (FUL DEPTH)	SAWING CONCRETE PAVEMENT (FUL DEPTH)	REMOVE SIGN	REMOVE FENCE	REMOVE WOOD POST	RELOCATE MISCELLANEOUS STRUCTURE
		LUMP SUM	SQ FT	LIN FT	LIN FT	LIN FT	SQ YD	SQ YD	EACH	LIN FT	LIN FT	EACH	LF	EACH	EACH
-3+23 TO 3+62	LT		115				400								
1+00 TO 28+13	LT & RT	1													
1+00 TO 5+15	LT & RT			1075	100	125	3360	65	3	790		13			1
3+60	40' LT													3	
26+02	LT & RT												115		
24+93 TO 28+13	LT & RT		8	565			2000	120		150	80	4			
	TOTALS:	1	123	1640	100	125	5760	185	3	940	80	17	115	3	1

EARTHWORK SUMMARY (G)

NOTES	ITEMS	UNIT	PROJECT TOTAL	RIVERDALE DRIVE STA 1+00 - STA 12+50 [1]	RIVERDALE DRIVE STA 12+50 - STA 28+13 [2]	TRAPROCK STREET STA 50+50 - STA 52+80	PROPOSED POND (3)
	UNADJUSTED VOLUMES BASED ON CROSS SECTIONS						
	EXCAVATION						
1,2,3	TOPSOIL (EV)	CY	6611	1160	3310		2141
4	REGULAR EXCAVATION (EV)	CY	3294	2214	830	250	
5	POND EXCAVATION (EV)	CY	3215				3215
	EMBANKMENT						
6	TOPSOIL REQUIRED (CV)	CY	1430	491	554	60	325
7	EMBANKMENT MATERIAL REQUIRED (CV) (UNDER ROADWAY)	CY	3155	215	2930	10	0
8	EMBANKMENT MATERIAL REQUIRED (CV) (IN BLVD)	CY	1660	109	1311	0	240
	EARTHWORK BALANCE						
	TOPSOIL BALANCE						
9	TOPSOIL REQUIRED (EV)	CY	2145	737	831	90	488
	TOPSOIL GENERATED (EV)	CY	6611	1160	3310	0	2141
10	EXCESS TOPSOIL (EV)	CY	4466	423	2479	-90	1654
	GRADING MATERIAL BALANCE						
11	MATERIAL GENERATED (EV)	CY	6509	2214	830	250	3215
12	EMBANKMENT MATERIAL REQUIRED (EV)	CY	6260	421	5513	13	312
13	EXCESS EMBANKMENT MATERIAL (EV)	CY	249	1793	-4683	237	2903
	EARTHWORK QUANTITIES TO SEQ						
	POND EXCAVATION (EV)	CY	3215				3215
14	COMMON EXCAVATION (EV)	CY	9905	3374	4140	250	2141
15	SUBGRADE EXCAVATION (EV)	CY	200				
15	GRANULAR BORROW (CV)	CY	200				

1 CUT VOLUMES FROM CROSS SECTIONS. ASSUMES AN AVERAGE OF 8 INCHES OF TOPSOIL THICKNESSS FROM STA 1+00 TO STA 12+50.
2 CUT VOLUMES FROM CROSS SECTIONS. ASSUMES AN AVERAGE OF 16 INCHES OF TOPSOIL THICKNESS FROM STA 12+50 TO STA 28+13.
3 CUT VOLUMES FROM CROSS SECTIONS. ASSUMES AN AVERAGE OF 18 INCHES OF TOPSOIL THICKNESS IN POND AREA.
4 EXCAVATION REQUIRED BELOW EXISTING TOPSOIL AND BELOW PROPOSED AGGREGATE BASE COURSE.
5 EXCAVATION REQUIRED BELOW TOPSOIL.
6 MINIMUM 4 INCHES OF TOPSOIL PLACED IN ALL VEGETATED AREAS DISTURBED DURING CONSTRUCTION.
7 FILL VOLUMES FROM CROSS SECTIONS.
8 FILL VOLUMES FROM CROSS SECTIONS (LESS TOPSOIL).
9 MINIMUM 4 INCHES OF TOPSOIL PLACED WITH A SHRINKAGE FACTOR OF 1.5 APPLIED FROM CV TO EV.
10 MATERIAL TO BE LOADED ONTO CITY TRUCKS BY CONTRACTOR & HAULED OFF-SITE BY OWNER.
11 REGULAR EXCAVATION AND POND EXCAVATION BELOW TOPSOIL.
12 MATERIAL REQUIRED UNDER ROADWAY AGGREGATE BASE MATERIAL AND UNDER TOPSOIL IN BOULEVARD AND POND AREAS. SHRINKAGE FACTOR OF 1.3 FROM EV TO CV APPLIED.
13 CONTRACTOR TO SEPARATE TOPSOIL, GRANULAR MATERIAL AND SUITABLE GRADING MATERIAL. GRANULAR MATERIAL TO BE USED UNDER ROADWAY. SUITABLE MATERIAL TO BE USED IN BOULEVARD AREAS.
14 INCLUDES TOPSOIL EXCAVATION AND REGULAR EXCAVATION.
15 QUANTITIES TO BE USED AS DIRECTED BY ENGINEER IF POOR SOILS ARE ENCOUNTERED.

AGGREGATE TABULATION (H)

STATION	OFFSET	AGGREGATE BASE, CL 5
		TON
1+00 TO 28+13	LT & RT	6400
1+08 TO 2+71	29' LT	50
1+09 TO 2+62	29' RT	50
3+68 TO 5+14	40' RT	45
26+65 TO 27+60	LT & RT	30
	TOTALS:	6575

NOTES
1) AGGREGATE BASE CLASS 5 BASED ON 1.8 TON/CY
2) FOR ROADWAY AND TRAIL ONLY
3) AGGREGATE BASED ON 8" DEPTH FOR ROAD SECTIONS
4) AGGREGATE BASED ON 4" DEPTH FOR TRAIL SECTIONS
5) AGGREGATE TO BE SALVAGED FROM CITY STOCKPILE. LOCATION SHOWN ON TITLE PAGE.

CONCRETE TABULATION (I)

STATION	OFFSET	6" CONCRETE WALK	CONCRETE CURB & GUTTER DESIGN B618	CONCRETE CURB & GUTTER DESIGN B624	8" CONCRETE DRIVEWAY PAVEMENT	TRUNCATED DOMES
		SQ FT	LIN FT	LIN FT	SQ YD	SQ FT
1+00 TO 28+13	LT & RT		5900			
2+61 TO 2+71	20' LT	90				20
2+61 TO 2+97	20' RT	460				40
3+56 TO 3+68	30' RT	200				30
25+40	LT			5		
26+34 TO 28+13	LT			15	110	
	TOTALS:	750	5900	20	110	90

BITUMINOUS TABULATION (J)

STATION	OFFSET	BITUMINOUS MATERIAL FOR TACKCOAT (INCIDENTAL)	TYPE SP 9.5 WEARING COURSE MIXTURE SPWEA340B	TYPE SP 12.5 NON WEARING COURSE MIXTURE SPNWB340B
		GAL	TON	TON
1+00 TO 28+13	LT & RT	710	1560	1950
1+08 TO 2+71	29' LT		25	
1+09 TO 2+62	29' RT		26	
3+68 TO 5+14	40' RT		25	
26+65 TO 27+60	LT & RT		17	
	TOTALS:	710	1653	1950

NOTES
1) WEARING BITUMINOUS COURSE MIXTURE BASED ON 110 LBS/SY-IN
2) NON WEARING BITUMINOUS COURSE MIXTURE BASED ON 110 LBS/SY-IN
3) BITUMINOUS MATERIAL FOR TACK COAT BASED ON .05 GAL/SY (INCIDENTAL)

©Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_TAB.dwg 3/10/16 4:43 pm

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.
Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
TABULATIONS

SHEET 4 OF 44

STORM SEWER TABLE (K)

STRUCTURE	STATION, OFFSET	RIM ELEV	OUTLET ELEV	ASSEMBLY	DRAINS TO	DOWNSTREAM ELEV	PIPE GRADE (%)	18" RCP APRON EACH	15" RCP STORM LIN FT	18" RCP STORM LIN FT	DESIGN 48-4020 LIN FT	DESIGN SPECIAL 1 LIN FT	DESIGN SPECIAL 2 LIN FT	DESIGN G LIN FT	CONNECT TO EXISTING STM EACH	ADJUST CASTING EACH	NOTES
FES 1	22+33.50, 65.88' LT	NA	858.00	NA	NA	NA	NA	1									INCLUDES TRASH GUARD
CB 2	20+00.00, 20.67' LT	862.69	858.58	R-3246AR	FES 1	858.00	0.22%			260		6.11					SUMP ELEV = 856.58
CB 3	19+94.00, 20.67' LT	862.70	858.70	R-3246AR	CB2	858.68	0.28%		6				4.00				
CB 4	20+00.00, 20.67' RT	862.69	858.70	R-3246AR	CB 2	858.58	0.29%		41				3.99				
CB 5	19+94.00, 20.67' RT	862.70	858.72	R-3246AR	CB 4	858.70	0.30%		6				3.98				
EOF 6	20+00.00, 35.0' RT	861.80	858.80	R-2560E	CB 4	858.70	0.70%		14					3.00			
CB 7	14+75.93, 20.67' LT	865.17	860.65	R-3246AR	CB 3	858.80	0.36%		518				4.52				
CB 8	14+75.93, 20.67' RT	865.17	861.17	R-3246AR	CB 7	860.75	1.02%		41				4.00				
CB 9	9+50.46, 20.67' LT	866.22	862.22	R-3246AR	CB 7	860.75	0.28%		525				4.00				
CB 10	9+50.49, 20.67' RT	866.22	862.72	R-3246AR	CB 9	862.32	0.97%		41				3.50				
CB 11	5+50.00, 20.67' LT	868.09	864.09	R-3246AR	CB 9	862.32	0.44%		400				4.00				
CB 12	5+50.00, 20.67' RT	868.09	864.59	R-3246AR	CB 11	864.19	0.97%		41				3.50				
MH 13	2+10.48, 51.92' RT	870.33	865.16	R-2560E	EX MH	NA	NA				5.17				1		
CB 14	52+54.41, 21.25' LT	869.14	865.39	R-3246AR	MH 13	865.16	0.30%		76				3.75				
CB 15	1+67.81, 20.67' LT	870.00	865.68	R-3246AR	EX MH	NA	NA						4.32		1		
EX MH	1+15.58, 15.14' RT	870.48	NA	NA	NA	NA	NA									2	SALVAGE AND REINSTALL EX CASTING
							TOTALS:	1	1709	260	5.17	6.11	43.56	3.00	2	2	

WATER MAIN TABLE (M)

STATION, OFFSET	ADJUST GV & BOX EACH	ADJUST HYDRANT & VALVE EA	CONNECT TO EXISTING WMN EACH	HYDRANT EACH	6" GV & BOX EACH	12" GV & BOX EACH	6" DIP WATERMAIN LIN FT	12" DIP WATERMAIN LIN FT	WMN FITTINGS POUNDS
2+55, 32' RT		1							
2+97, 74' RT	1		1						172
2+97 TO 26+62								2360	430
8+00, 10' RT							40		126
11+20, 10' RT				1	1		17		110
11+23, 10' RT	1					1			
18+00, 10' RT							40		126
26+62	1		1			1			76
TOTALS:	3	1	2	1	1	2	97	2360	1040

CASTING ASSEMBLY TABULATION (L)

ASSEMBLY	DESCRIPTION (CASTING NO.)	QUANTITY
R-2560E	SERIES BEEHIVE GRATES WITH FRAMES	2
R-3246AR	CASTING TYPE: NEENAH R-3246AR; EAST JORDAN IRON WORKS 7030Z1/7030T4/7030M5 COMBINATION; D&L FOUNDRY MODEL NO 1-3519; OR EQUAL	12

EROSION CONTROL TABULATION (O)

STATION	OFFSET	STORM DRAIN INLET PROTECTION EACH	EROSION CONTROL BLANKET CATEGORY 3N SQ YD	RANDOM RIPRAP CLASS III TON	SEDIMENT CONTROL LOG TYPE COMPOST LIN FT	SILT FENCE TYPE MS LIN FT	STABILIZED CONSTRUCTION EXIT (1) LUMP SUM
		20					1
1+00 TO 3+80	100' LT		3680				
1+07 TO 2+96	LT					180	
2+00 TO 3+00	LT				60		
14+00 TO 23+76	40' RT					946	
21+90 TO 25+53	60' LT		4415				
22+32	65' LT			24			
19+95	65' RT				40		
	TOTALS:	20	8095	24	100	1126	1

1. TWO LOCATIONS REQUIRED (MINIMUM)

TURF ESTABLISHMENT TABULATION (P)

STATION	OFFSET	SEEDING ACRE	SEED, MIXTURE 25-121 POUND	SEED, MIXTURE 33-262 POUND	SEED, MIXTURE 35-221 POUND	SODDING TYPE SALT TOLERANT SQ YD	FERTILIZER TYPE 3 POUND	HYDRAULIC BONDED FIBER MATRIX POUND
1+00 TO 28+13	LT	2.5	230				875	6400
1+00 TO 28+13	RT	1.7			95		595	5950
22+33 TO 24+93	65' LT	0.4		26			140	1400
26+60 TO 27+60	LT					545		
	TOTALS:	4.60	230	26	95	545	1610	13750

NOTES
1) SEED, MIXTURE 25-121 BASED ON 92 LBS/ACRE
2) SEED, MIXTURE 33-262 BASED ON 66 LBS/ACRE
3) SEED, MIXTURE 35-221 BASED ON 55 LBS/ACRE
4) FERTILIZER TYPE 3 BASED ON 350 LBS/ACRE
5) HYDRAULIC MATRIX, TYPE (BFM) BASED ON 3500 LBS/ACRE

SIGNING & STRIPING TABULATION (N)

STATION	OFFSET	SIGN PANEL TYPE C SQ FT	PAVEMENT MESSAGE EPOXY WHITE SQ FT	4" SOLID LINE EPOXY WHITE LIN FT	4" DOUBLE SOLID LINE EPOXY YELLOW LIN FT	24" SOLID LINE EPOXY WHITE LIN FT	24" SOLID LINE EPOXY YELLOW LIN FT
-3+23 TO 3+62	LT			750			
1+00 TO 28+13	LT & RT		60	6050	3130		110
3+14	LT	8.00					
3+55	RT	6.25				22	
4+20	LT	8.25					
23+65	RT	9.00					
25+58	RT	6.25				18	
25+60	LT	6.25				40	
26+00	RT	8.00					
26+83	LT	6.25				20	
	TOTALS:	58	60	6800	3130	100	110

©Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_TAB.dwg 3/10/16 4:43 pm

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.

Kevin P. Kielb

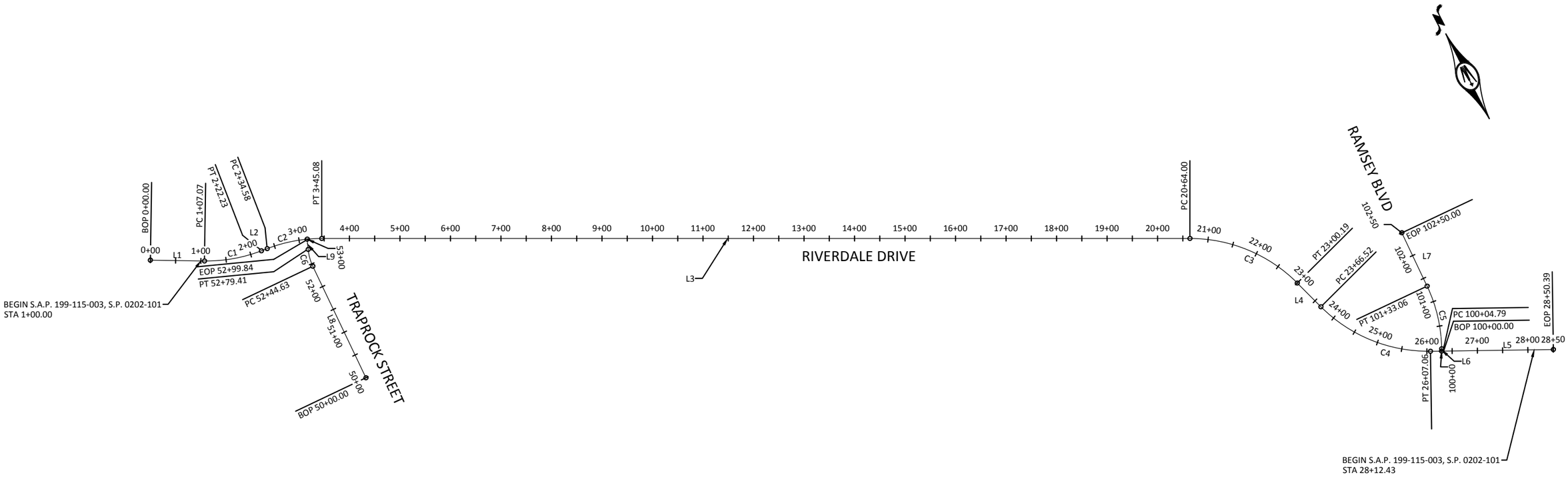
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
TABULATIONS



RIVERDALE DRIVE											
NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
L1	0+00	1+07.07	107.07				170699.80	450575.68	170652.28	450671.63	S63° 39' 17"E
C1	1+07.07	2+22.23	115.16	21°59'36"	300.00	114.45	170652.28	450671.63	170621.99	450782.00	S74° 39' 05"E
L2	2+22.23	2+34.58	12.35				170621.99	450782.00	170621.05	450794.31	S85° 38' 53"E
C2	2+34.58	3+45.08	110.50	21°06'15"	300.00	109.88	170621.05	450794.31	170592.79	450900.49	S75° 05' 46"E
L3	3+45.08	20+64	1718.92				170592.79	450900.49	169853.97	452452.53	S64° 32' 38"E
C3	20+64	23+00.19	236.20	45°06'38"	300.00	230.15	169853.97	452452.53	169682.91	452606.49	S41° 59' 19"E
L4	23+00.19	23+66.52	66.33				169682.91	452606.49	169620.35	452628.56	S19° 26' 00"E
C4	23+66.52	26+07.06	240.53	45°56'19"	300.00	234.14	169620.35	452628.56	169447.46	452786.45	S42° 24' 09"E
L5	26+07.06	28+50.39	243.33				169447.46	452786.45	169346.05	453007.65	S65° 22' 19"E

TRAPROCK STREET											
NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
L8	50+00	52+44.63	244.63				170306.01	450860.82	170550.64	450860.92	N0° 01' 17"E
C6	52+44.63	52+79.41	34.77	19°55'27"	100.00	34.60	170550.64	450860.92	170584.72	450866.91	N9° 59' 01"E
L9	52+79.41	52+99.84	20.43				170584.72	450866.91	170603.92	450873.88	N19° 56' 44"E

RAMSEY BOULEVARD											
NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
L6	100+00	100+04.79	4.79				169438.22	452806.60	169442.58	452808.60	N24° 37' 41"E
C5	100+04.79	101+33.06	128.26	24°29'48"	300.00	127.29	169442.58	452808.60	169566.91	452835.89	N12° 22' 47"E
L7	101+33.06	102+50	116.94				169566.91	452835.89	169683.85	452836.16	N0° 07' 53"E

0 100 200
SCALE FEET

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_AT.dwg 3/9/2017 4:00 PM

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

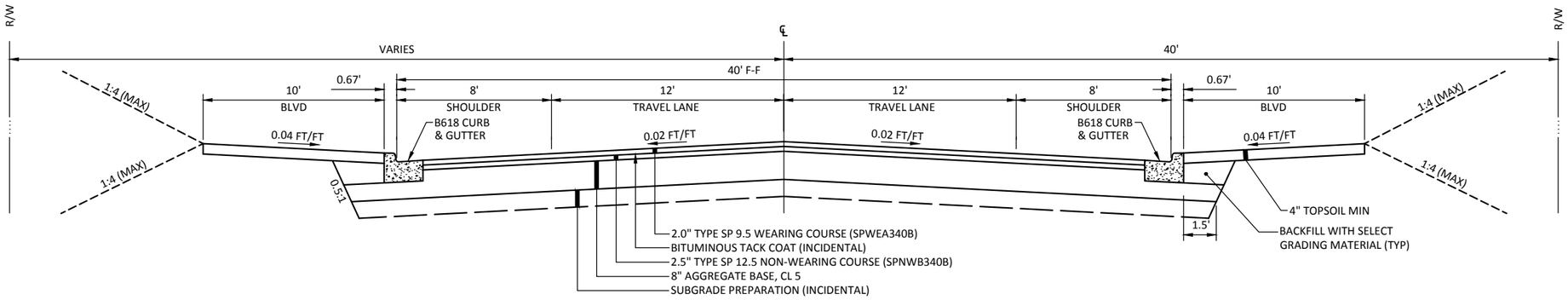
BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10=003)
ALIGNMENT PLAN & TABULATION

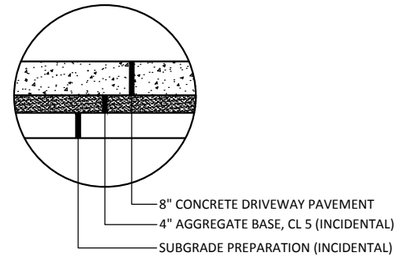
SHEET 6 OF 44



TYPICAL SECTION - RIVERDALE DRIVE STA. 5+16.00 TO 25+36.36

NOT TO SCALE

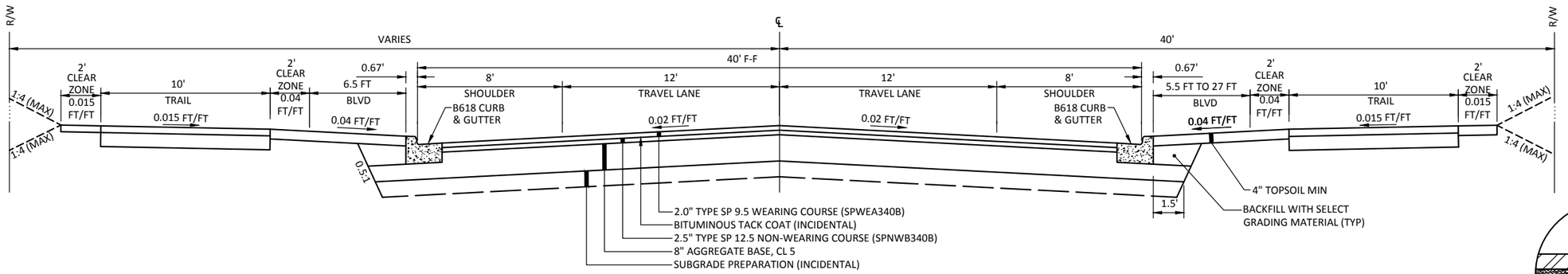
NOTE: AGGREGATE BASE CL 5 TO BE SALVAGED FROM CITY STOCKPILE SHOWN ON THE TITLE PAGE OF THIS PLAN



FULL SECTION IN UNIT BID PRICE

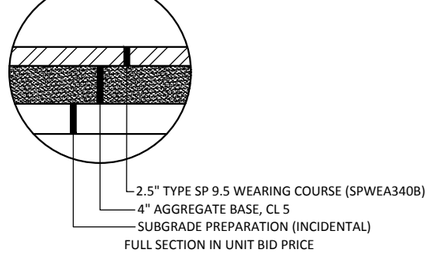
CONCRETE DRIVEWAY PAVEMENT

NOT TO SCALE



TYPICAL SECTION - RIVERDALE DRIVE STA. 1+00 TO STA. 5+16.00

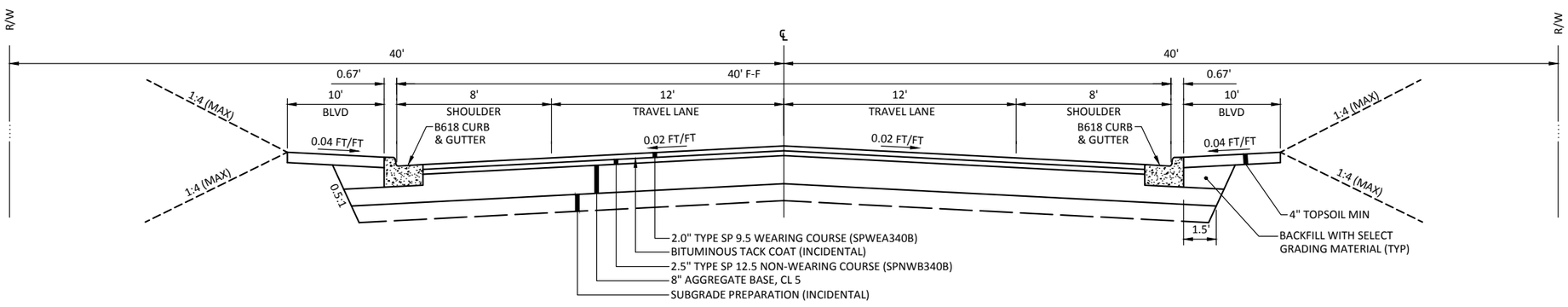
NOT TO SCALE



FULL SECTION IN UNIT BID PRICE

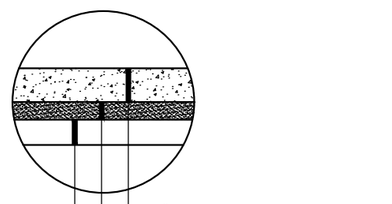
BITUMINOUS TRAIL PAVEMENT

NOT TO SCALE



TYPICAL SECTION - TRAPROCK STREET

NOT TO SCALE



FULL SECTION IN UNIT BID PRICE

CONCRETE WALK

NOT TO SCALE

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_TYP.dwg 3/22/16 3:35 pm

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.

Kevin. P. Kielb

Kevin. P. Kielb

LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

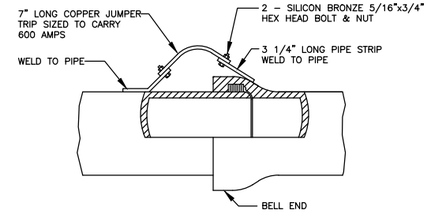
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

TYPICAL SECTIONS

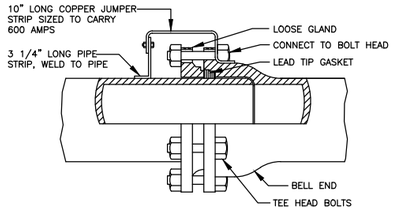
SHEET 7 OF 44



PUSH ON JOINT

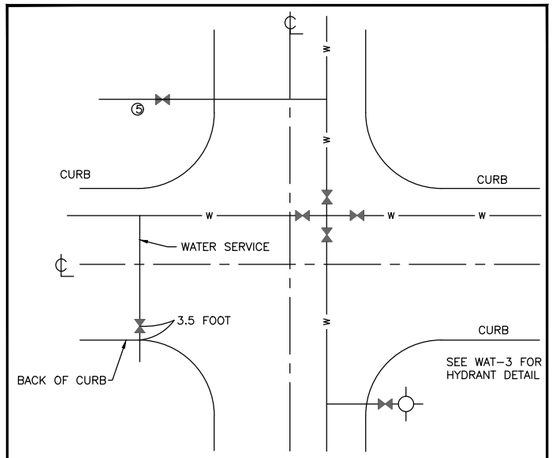
NOTE: DO NOT PASS CURRENT THROUGH PIPE UNLESS PIPE IS FULL OF WATER.

ALTERNATE METHOD BY AMERICAN CAST –IRON USING 4 COPPER CONTACT STRIPS IS AN APPROVED EQUAL TO ABOVE



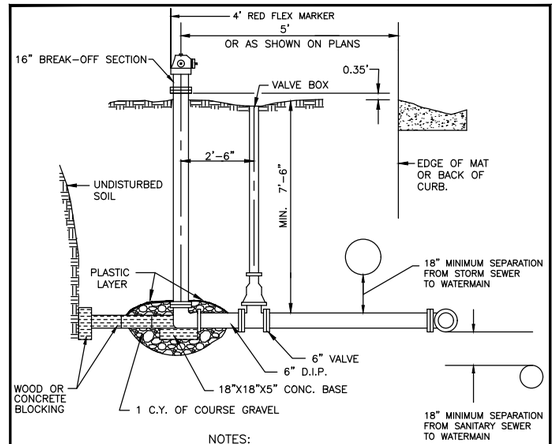
MECHANICAL JOINT

APPROVED		
DATE 7–93	City of RAMSEY	**STANDARD DETAILS** JOINT CONNECTION FOR ELECTRICAL CONDUCTIVITY
		CITY PLATE No. **WAT–1**



1) VALVES TO BE CLUSTERED AT CROSS ON THE TEE BY PLACING IMMEDIATELY ADJACENT TO FITTING
2) VALVE EXTENSIONS SHALL BE REQUIRED SUCH THAT VALVE OPERATOR NUT IS WITHIN 1 FOOT OF FINISHED GRADE
3) WATERMAIN TO BE LOCATED ON NORTH AND EAST SIDES OF STREET 10 FEET FROM CENTERLINE
4) ALL SERVICE VALVES IN ROAD WAY SHALL BE 3.5 FOOT FROM BACK OF CONCRETE CURB
5) ALL VALVES NOT IN BITUMINOUS PAVEMENT SHALL BE MARKED WITH A BLUE 5 FOOT CARSONITE MARKER

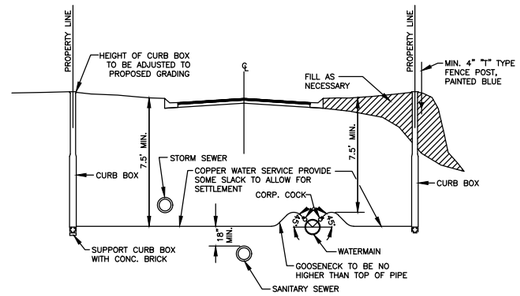
APPROVED		
DATE 3–2004	City of RAMSEY	**STANDARD DETAILS** GENERAL WATERMAIN VALVE LOCATION
		CITY PLATE No. **WAT–2**



NOTES:

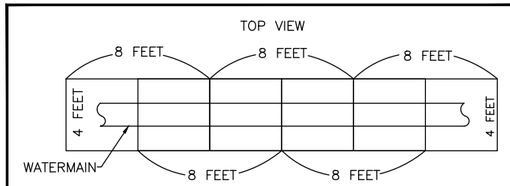
1. HYDRANTS TO BE ORDERED FOR 8'–0" BURY. IN AREAS OF EXTRA DEPTH ON THE WATERMAIN, HYDRANT EXTENSIONS MAY BE REQUIRED.
2. HYDRANT SHALL BE BLOCKED OR TIED TO THE TEE AT MAIN WITH 2–3/4" DIAMETER TIE RODS. ALL TIE RODS TO BE COAL TAR COATED AFTER INSTALLATION. RESTRAINED JOINT PIPE AND RETAINING GLANDS MAY BE USED.
3. TOP NUT OF HYDRANT 2.5' ABOVE TOP BACK OF CURB OR BITUMINOUS SURFACE
4. HYDRANTS BURIED BELOW WATER TABLE, DRAIN HOLES NEED TO BE PLUGGED AND HYDRANT MARKED BY PAINTING 5" CAP YELLOW
5. ALL VALVE BOXES SHALL HAVE A VALVE NUT EXTENSION TO WITHIN 1' OF FINISHED GRADE
6. BRUSH PAINT ALL HYDRANTS AFTER INSTALLATION IS COMPLETE

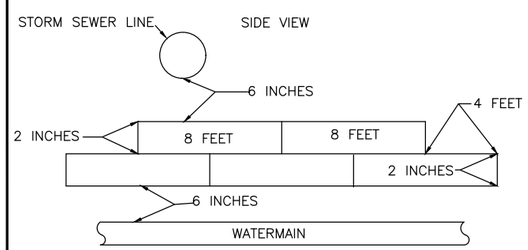
APPROVED		
DATE 4–2005	City of RAMSEY	**STANDARD DETAILS** HYDRANT
		CITY PLATE No. **WAT–3**



WATER SERVICE
NTS

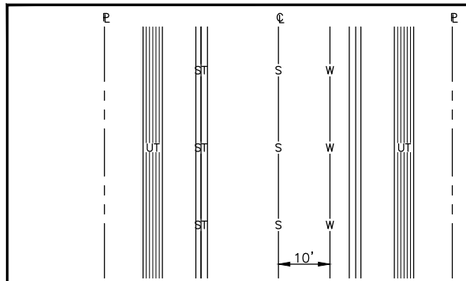
APPROVED		
DATE 7–93	City of RAMSEY	**STANDARD DETAILS** WATER SERVICE
		CITY PLATE No. **WAT–4**





NOTES: 1) SHEETS ARE 2 INCHES BY 4 FEET BY 8 FEET
2) SURFACE PREPARATION SHALL BE SMOOTH AND ROCK FREE
3) JOINTS WILL BE OVERLAPPED BY 4 FEET
4) POLYSTYRENE INSULATION OR APPROVED EQUAL

APPROVED		
DATE 4–2005	City of RAMSEY	**STANDARD DETAILS** UTILITY INSULATION
		CITY PLATE No. **WAT–5**



LEGEND

— S — SANITARY SEWER
— ST — STORM SEWER
— W — WATERMAIN
UT UTILITY TRENCH
℄ PROPERTY LINE
℄ CENTERLINE OF STREET

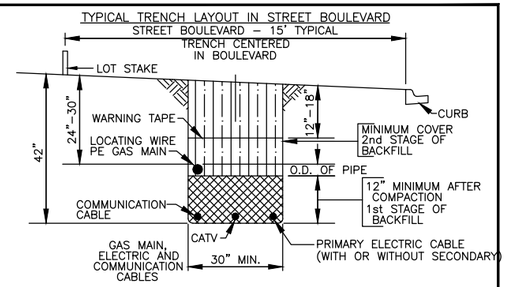
NOTES:

- WATERMAIN SHALL BE LOCATED NORTH & EAST OF CENTERLINE.
- UTILITY TRENCH SHALL BE A COMMON BURY FOR ELECTRIC, GAS, COMMUNICATIONS & CABLE TV.
- THE COMMON BURY TRENCH SHALL BE LOCATED IN THE CENTER OF THE BOULEVARD BETWEEN BACK OF CURB & THE PROPERTY LINE.
- STORM SEWER SHALL BE LOCATED BENEATH THE CURB, PREFERABLY PLACED ON THE STREET SIDE OPPOSITE TO THE WATERMAIN.
- SEE DETAILS FOR MINIMUM DEPTH LOCATIONS.

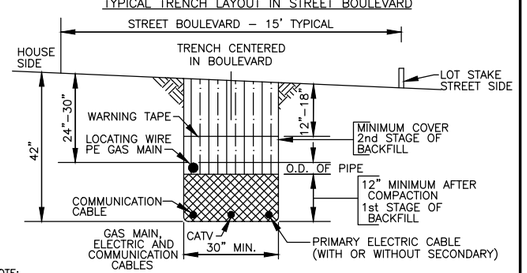
UTILITY LOCATIONS
N.T.S.

APPROVED		
DATE 7–96	City of RAMSEY	**STANDARD DETAILS** UTILITY LOCATIONS
		CITY PLATE No. **UTL–1**

TYPICAL TRENCH LAYOUT IN STREET BOULEVARD
STREET BOULEVARD – 15' TYPICAL
TRENCH CENTERED IN BOULEVARD



TYPICAL TRENCH LAYOUT IN STREET BOULEVARD
STREET BOULEVARD – 15' TYPICAL
TRENCH CENTERED IN BOULEVARD



NOTE:
TRENCH AND UTILITY LOCATIONS SHALL CORRESPOND WITH STREET SERIES LAYOUT AND CONNEXUS PLANS.

TYPICAL TRENCH LOCATIONS
N.T.S.

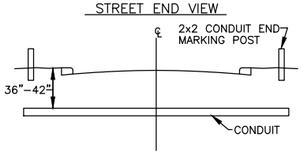
APPROVED		
DATE 7–96	City of RAMSEY	**STANDARD DETAILS** TYPICAL TRENCH LOCATIONS
		CITY PLATE No. **UTL–2**

CONDUIT INSTALLATION GUIDE

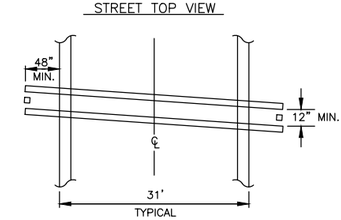
REQUIREMENTS:

1. Conduit(s) shall be 4" PVC Schedule 40 unless otherwise noted.
2. Depth of conduit(s) shall be 36" to 42".
3. Extend conduit(s) a minimum of 48" beyond curb and mark ends with a 2x2 marking post.
4. If multiple conduit(s) are needed, they shall be separated by a minimum of 12".
5. At street intersections, install the conduit(s) in line with utility trench line which is 7' from lot line (See drawing of street intersection on back of this spec).

STREET END VIEW



STREET TOP VIEW



CONDUIT INSTALLATION
N.T.S.

APPROVED		
DATE 7–96	City of RAMSEY	**STANDARD DETAILS** CONDUIT INSTALLATION
		CITY PLATE No. **UTL–3**

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

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.
Kevin. P. Kielb
Kevin. P. Kielb LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

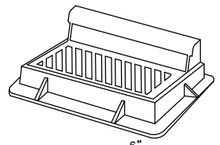
BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

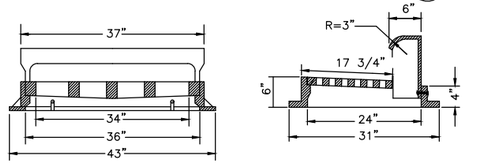
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
WATERMAIN DETAILS

SHEET 8 OF 44

NOTE:
1. CATCH BASIN CASTING SHALL BE NEENAH R-3246R APPROVED EQUAL





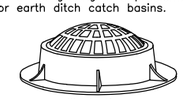
STANDARD CATCHBASIN CASTING
N.T.S.

APPROVED		STANDARD DETAILS
DATE 2-2007	City of RAMSEY	STORMWATER CASTINGS
		CITY PLATE No. STO-2

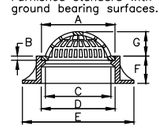
R-2560 Series
Beehive Grates with Frames

Suitable for drainage in circumstances where clogging of a flat grating is a problem. Excellent for roadside or earth ditch catch basins.

Furnished standard with ground bearing surfaces.

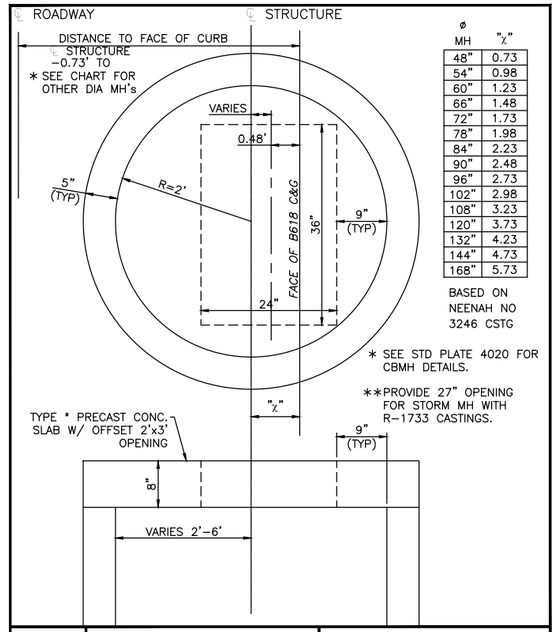


Illustrating R-2560-E



Catalog No.	Dimensions in inches							Wt. LBS
	A	B	C	D	E	F	G	
R-2560-A	12	1	11	12 1/2	19	4	4	80
R-2560-B	15 1/2	1 1/4	15	15	21	5	3	120
R-2560-C	18	1 1/4	16 1/2	20 1/2	30	8	4	190
R-2560-C1	22	1 1/2	20	23	28	4	4 1/2	195
R-2560-C2	22	1 1/2	20 1/2	24	28 1/4	6	4 1/2	270
R-2560-D	22	1 1/2	20	24 1/2	35	9	4 1/2	315
R-2560-D1	22	1 1/2	20	23	28 1/4	4	7	210
R-2560-D2	22	1 1/2	20 1/2	24	35	6	7	285
R-2560-D3	22	1 1/2	20	24 1/2	36	9	7	345
R-2560-E	23	1 1/2	21	25 1/2	35 1/2	9	7	340
R-2560-EA	25 3/4	7/8	24 1/8	26 1/2	35 1/2	4	6	235
R-2560-EB	25 3/4	7/8	24 1/8	26 1/2	35 1/2	4	9	255
R-2560-E1	25 3/4	7/8	24 1/8	26 1/2	35 1/2	7	6	285
R-2560-E2	25 3/4	7/8	24 1/8	26 1/2	35 1/2	7	9	300
R-2560-E5	25 3/4	7/8	24 1/8	26 1/2	35 1/2	8	6	345
R-2560-E6	25 3/4	7/8	24 1/8	26 1/2	35 1/2	8	9	365
R-2560-E7	25 3/4	7/8	24 1/8	26 1/2	35 1/2	9	6	350
R-2560-E8	25 3/4	7/8	24 1/8	26 1/2	35 1/2	9	9	365
R-2560-E9	25 3/4	7/8	24 1/8	26 1/2	35 1/2	10	6	360
R-2560-E10	25 3/4	7/8	24 1/8	26 1/2	35 1/2	10	9	385
R-2560-G	32	1 1/2	30	36	46	7	4	535

APPROVED		STANDARD DETAILS
DATE 2-2007	City of RAMSEY	STORMWATER CASTINGS
		CITY PLATE No. STO-2



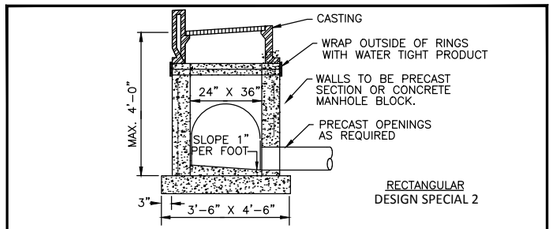
Ø MH	"X"
48"	0.73
54"	0.98
60"	1.23
66"	1.48
72"	1.73
78"	1.98
84"	2.23
90"	2.48
96"	2.73
102"	2.98
108"	3.23
120"	3.73
132"	4.23
144"	4.73
168"	5.73

BASED ON NEENAH NO 3246 CSTG

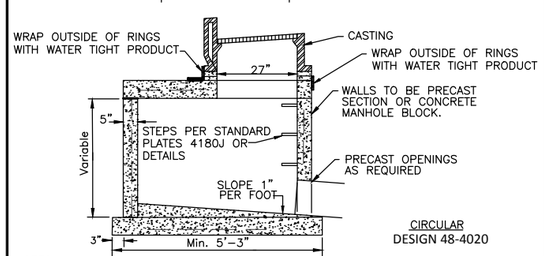
* SEE STD PLATE 4020 FOR CBMH DETAILS.

**PROVIDE 27" OPENING FOR STORM MH WITH R-1733 CASTINGS.

APPROVED		STANDARD DETAILS
DATE 4-2005	City of RAMSEY	SLAB TOP MANHOLE DESIGN SPECIAL 1
		CITY PLATE No. STO-5



RECTANGULAR
DESIGN SPECIAL 2

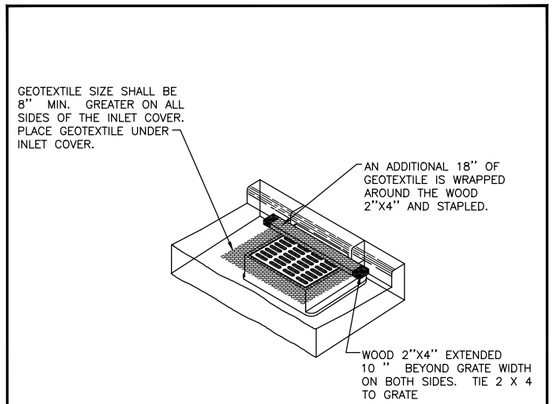


CIRCULAR
DESIGN 48-4020

NOTES:

1. MANHOLE INVERT SHALL SLOPED TO PROVIDE A SMOOTH FLOW FROM INLET TO OUTLET
2. CONCRETE BASE SHALL BE 6" POURED IN PLACE OR 5" PRECAST SLAB.
3. CONCRETE ADJUSTING RINGS TO BE INSTALLED MAX.7-2" RINGS, MIN 2-2" RINGS
4. GROUT BETWEEN RINGS
5. SHIMS USED FOR LEVELING SHALL BE METAL OR CONCRETE
6. A 10 GAGE SOLID COPPER TRACER WIRE IS REQUIRED WITH ALL SEWER LINES
7. CONDUCTIVITY IS REQUIRED ON ALL TRACER WIRE
8. STEPS ARE REQUIRED IF STRUCTURE FROM THE CASTING TO THE INVERT IS GREATER THAN 4 FEET
9. TRACER WIRES ARE TO END IN STRUCTURES, AT FINISHED GRADE ON ALL SERVICES AND STUBS

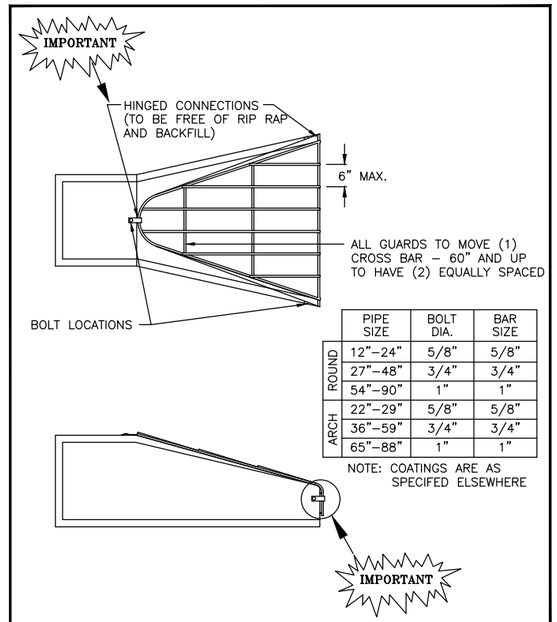
APPROVED		STANDARD DETAILS
DATE 4-2007	City of RAMSEY	CATCH BASIN
		CITY PLATE No. STO-7



GEOTEXTILE FILTER AT STREET INLET WITH CURB BOX
(TYPE III SPEC. 3733)

STREET INLET CONTROL DEVICE
N.T.S.

APPROVED		STANDARD DETAILS
DATE 10-2005	City of RAMSEY	STREET INLET CONTROL DEVICE
		CITY PLATE No. STO-11



	PIPE SIZE	BOLT DIA.	BAR SIZE
ROUND	12"-24"	5/8"	5/8"
	27"-48"	3/4"	3/4"
	54"-90"	1"	1"
ARCH	22"-29"	5/8"	5/8"
	36"-59"	3/4"	3/4"
	65"-88"	1"	1"

NOTE: COATINGS ARE AS SPECIFED ELSEWHERE

APPROVED		STANDARD DETAILS
DATE 2-2006	City of RAMSEY	TRASH GUARD
		CITY PLATE No. STO-8

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

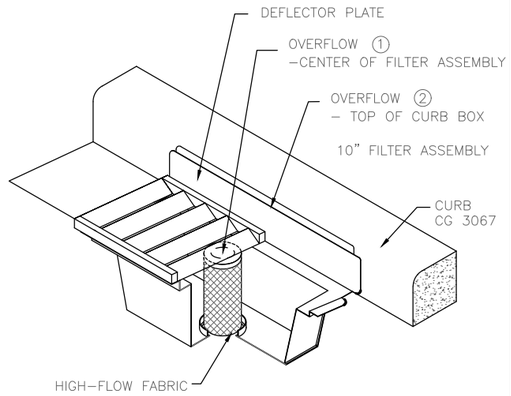
DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
STORM SEWER DETAILS

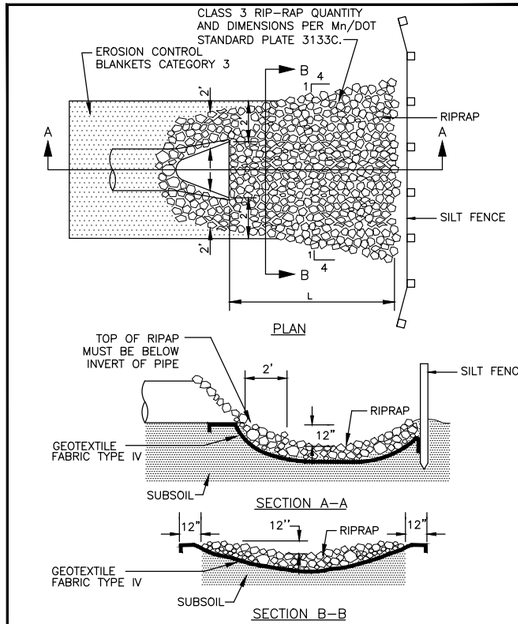


INLET PROTECTION
- WIMCO CURB AND GUTTER 3067
- LANGE INDUSTRIES STANDARD CURB IPD
- ADS FLEXSTORM CATCH–IT
- OR APPROVED EQUAL

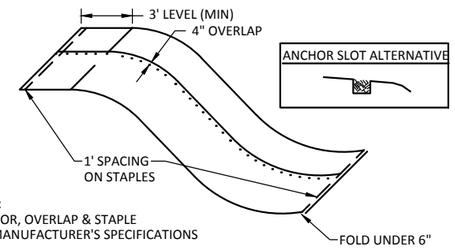
NOTE: N.T.S.

THIS INLET PROTECTION SHALL BE USED IMMEDIATELY FOLLOWING CURB & GUTTER CONSTRUCTION. INLET PROTECTION SHALL REMAIN INSTALLED AND MAINTAINTED UNTIL ALL HOME CONSTRUCTION IS COMPLETE.

APPROVED		STANDARD DETAILS
DATE 9–2011	City of RAMSEY	CITY PLATE No. STM–16

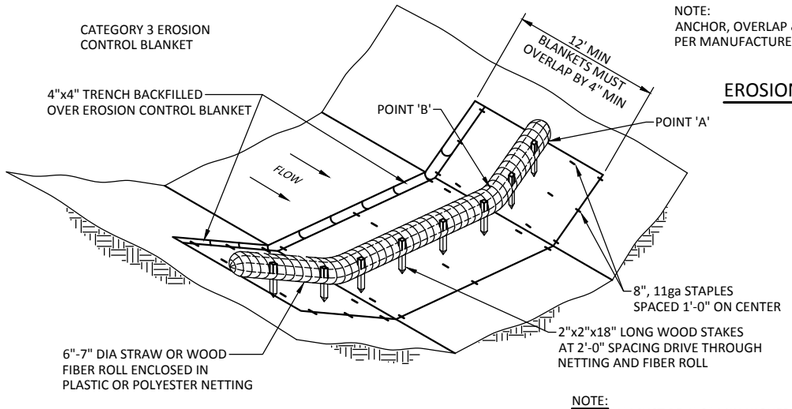


APPROVED		STANDARD DETAILS SEDIMENT CONTROL AT PIPE
DATE 2–2006	City of RAMSEY	CITY PLATE No. STO–9



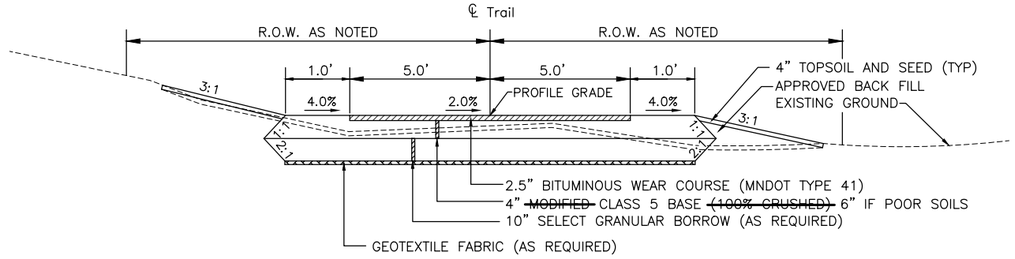
NOTE:
ANCHOR, OVERLAP & STAPLE PER MANUFACTURER'S SPECIFICATIONS

EROSION CONTROL BLANKET INSTALLATION
NOT TO SCALE

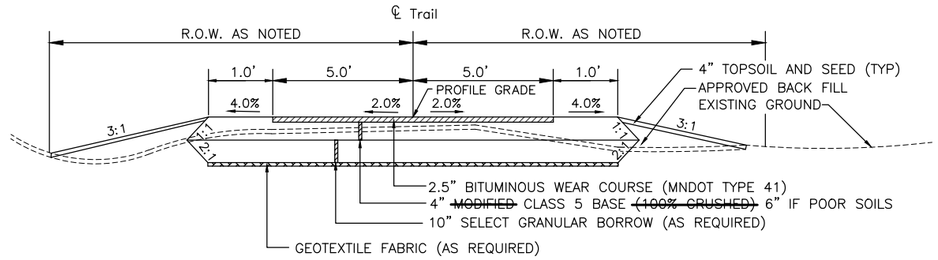


NOTE:
POINT 'A' MUST BE 1'-0" MIN HIGHER THAN POINT 'B' TO ENSURE THAT WATER FLOWS OVER THE DITCH CHECK AND NOT AROUND THE ENDS

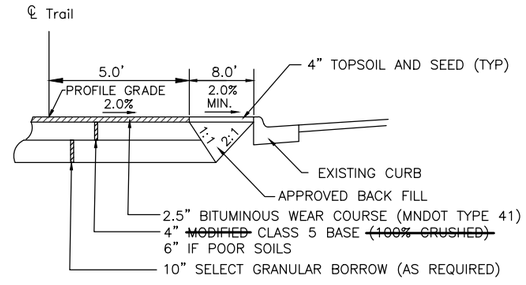
DITCH CHECK - BIOROLL
NOT TO SCALE



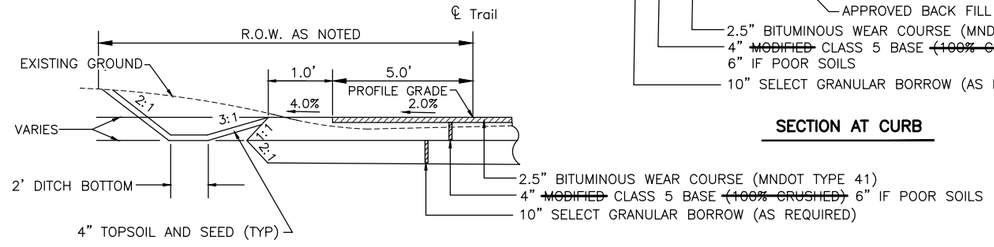
TYPICAL SECTION A



TYPICAL SECTION B



SECTION AT CURB



DITCH SECTION

NOTES:
APPROVED TOPSOIL MUST MEET ORGANIC CONTENT SPECIFICATIONS FOR ENTIRE BOULEVARD IN AREAS INCLUDING BOULEVARD TREES

APPROVED		STANDARD DETAILS TRAIL SPECIFICATIONS
DATE 1–2004	City of RAMSEY	CITY PLATE No. PARK 1

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

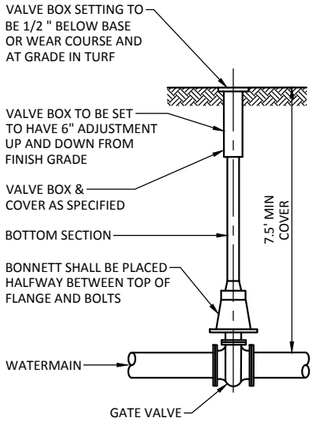
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

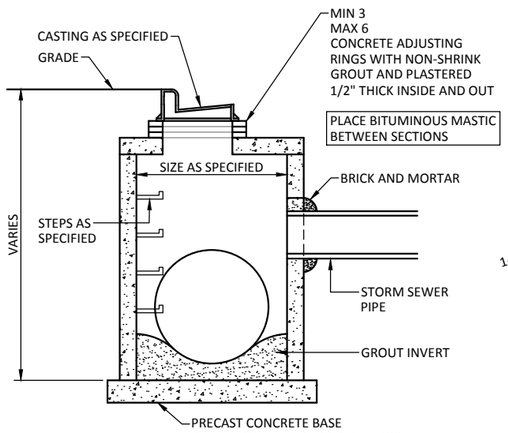
CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
DETAILS

SHEET 10 OF 44

NOTES:
1. VALVE BOX SHALL BE CENTERED ON OPERATING NUTS, STRAIGHT, FREE FROM DEBRIS, AND ALL SECTIONS UNBROKEN
2. VALVES IN EASEMENTS SHALL HAVE CHANNEL POST WITNESS MARKERS WITH REFLECTIVE "GV" SIGN
3. DEEP VALVES SHALL HAVE NUT EXTENSIONS INSTALLED TO ELEVATION TO ACCOMMODATE STANDARD 10' KEY; BOTTOM NUT SHALL BE BOLTED TO VALVE NUT AND ONLY ONE SECTION
4. COMPACTION WITH MECHANICAL TAMPER AROUND VALVE BOX SHALL BE PLACED AND COMPACTED WITH 2' LIFTS TO ACHIEVE 95% COMPACTION
5. GATE VALVES LOCATED WITHIN THE CONCRETE SIDEWALK SHALL INCLUDE A METAL SEPARATOR BETWEEN THE VALVE BOX AND THE CONCRETE

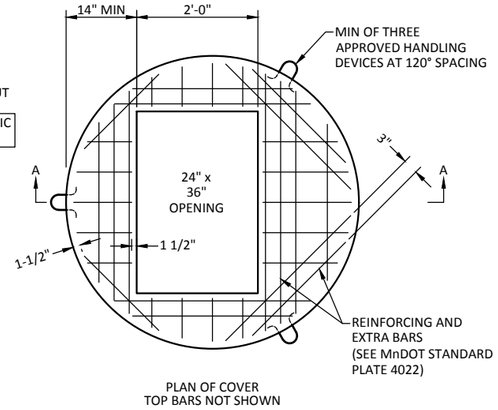


GATE VALVE BOX INSTALLATION
NOT TO SCALE

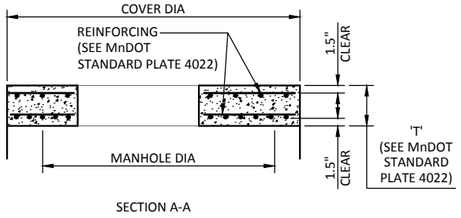


TYPICAL DESIGN 4022 CATCH BASIN

NOTES:
1. AASHTO HS 25 LOADING MAX FILL HEIGHT 15'
2. THE # 4022 SHALL BE PERMANENTLY MARKED ON THE TOP COVER
3. EQUIVALENT STEEL AREAS IN WIRE MESH MAY BE USED
4. REINFORCEMENT PER SPEC 3301, GRADE 60 A SINGLE HOOP OF 8ga STEEL WIRE



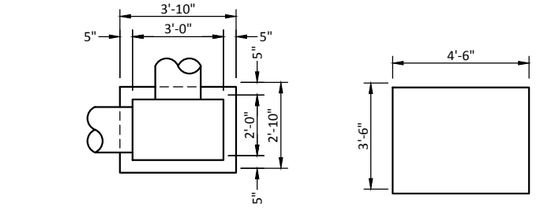
PLAN OF COVER
TOP BARS NOT SHOWN

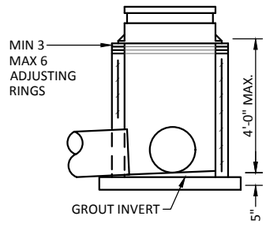


SECTION A-A

DESIGNATION:
DESIGN DIAMETER - STANDARD PLATE #
DESIGN 48-4020

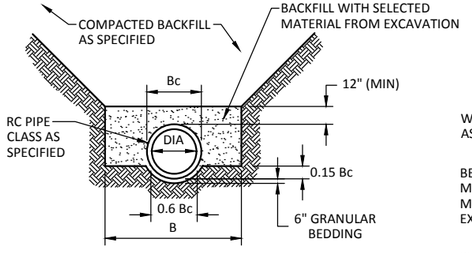
DRAINAGE STRUCTURE DESIGN SPECIAL 1
NOT TO SCALE





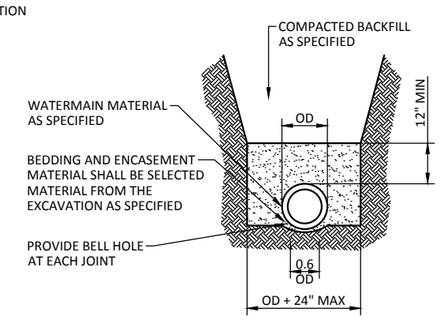
NOTES:
1. CASTING PER CONSTRUCTION DOCUMENTS
2. PIPE CUT-OUTS PER CONSTRUCTION DOCUMENTS
3. ALTERNATE CAST-IN-PLACE BASE CAN BE USED
4. MIN REINFORCING SHALL BE WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ IN PER FOOT IN BOTH DIRECTIONS

DRAINAGE STRUCTURE DESIGN SPECIAL 2
NOT TO SCALE

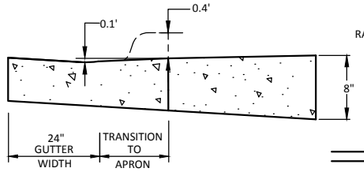


PIPE DIA	B
36" OR LESS	B + 24"$_C$
42" TO 54"	1.5 X Bc
60" OR OVER	B + 36"$_C$

RC PIPE CLASS "B" BEDDING
NOT TO SCALE

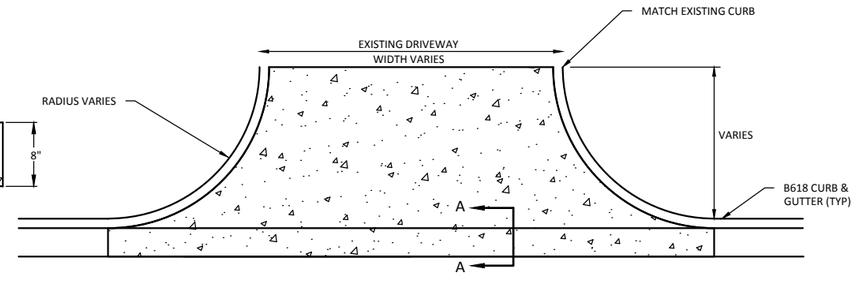


DIP WATERMAIN TRENCH
NOT TO SCALE

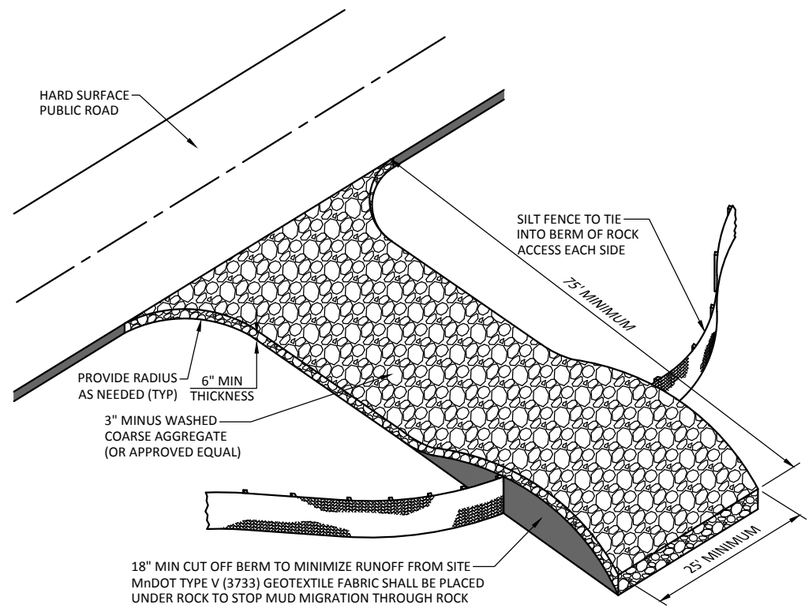


SECTION A-A
NOT TO SCALE

NOTE:
1. 8" CONCRETE W/4" CL. 5 BASE SHALL MAKE UP THE DRWY SECTION



CONCRETE DRIVEWAY APRON
NOT TO SCALE



STABILIZED CONSTRUCTION EXIT
NOT TO SCALE

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

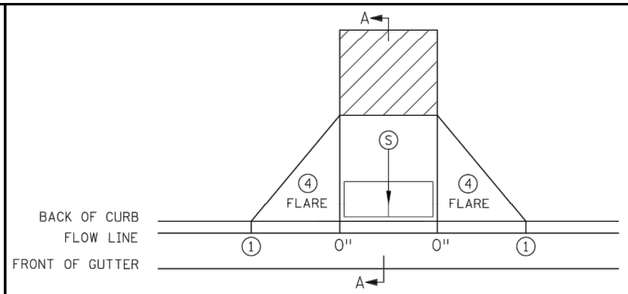
BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

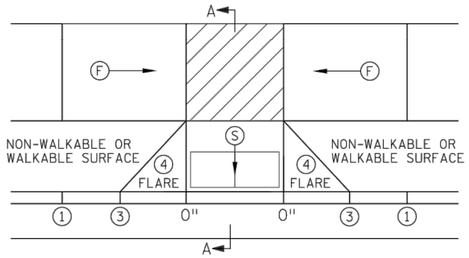
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
DETAILS

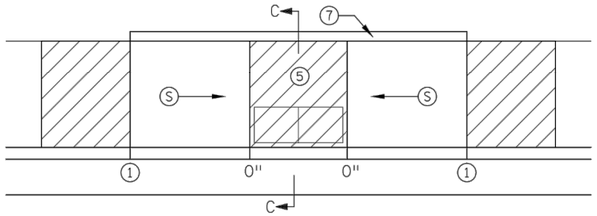
SHEET 11 OF 44



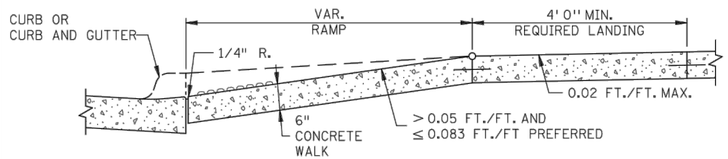
PERPENDICULAR



TIERED PERPENDICULAR

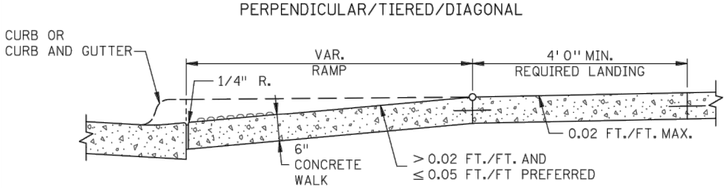


PARALLEL



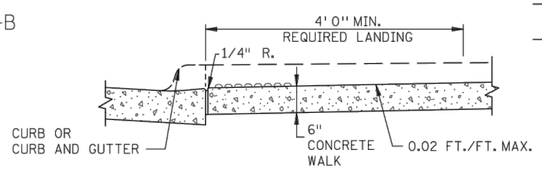
SECTION A-A

PERPENDICULAR/TIERED/DIAGONAL



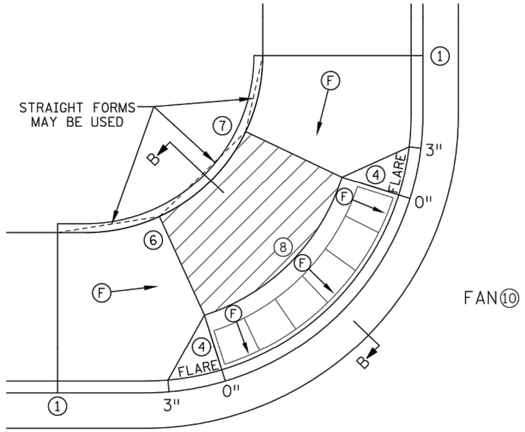
SECTION B-B

FAN

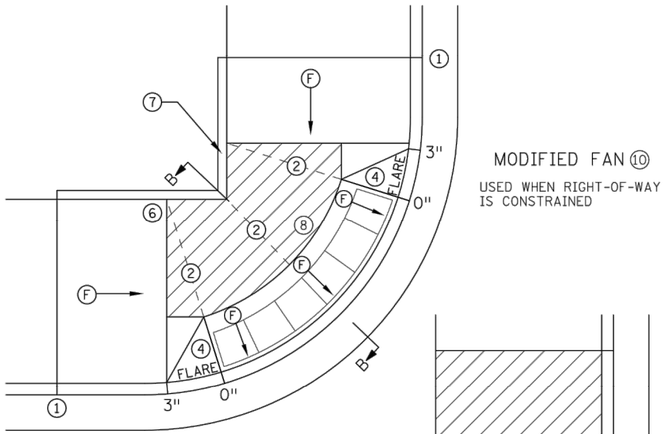


SECTION C-C

PARALLEL/DEPRESSED CORNER

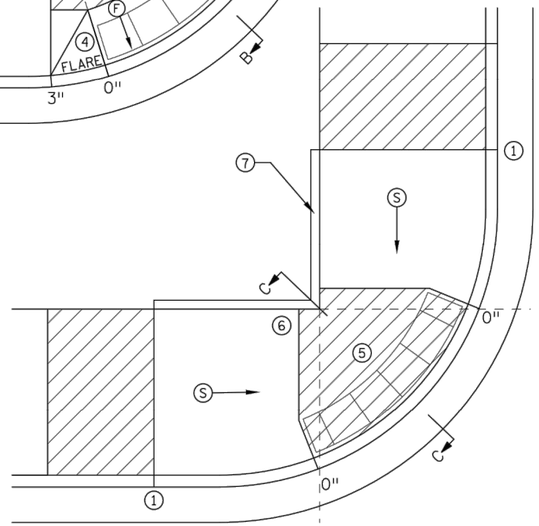


FAN (10)

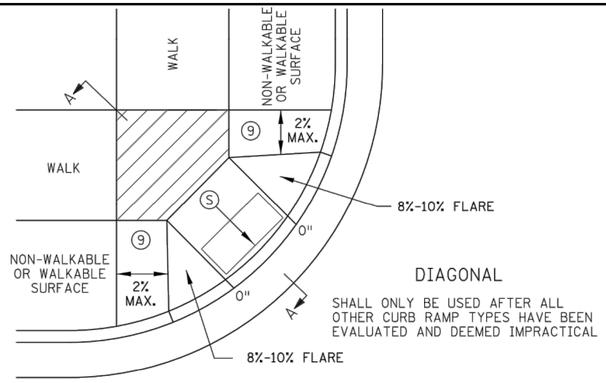


MODIFIED FAN (10)

USED WHEN RIGHT-OF-WAY IS CONSTRAINED



DEPRESSED CORNER



DIAGONAL

SHALL ONLY BE USED AFTER ALL OTHER CURB RAMP TYPES HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL RUNNING SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH. (EXCEPT AS STATED IN (6) BELOW.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISIONS - PROSECUTION OF WORK (ADA).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER ENTIRE WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK. DETECTABLE WARNING SHOULD BE 6" LESS THAN THE PAR/TRAIL WIDTH. ARC LENGTH OF RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

(1) MATCH FULL HEIGHT CURB.
(2) 4' MINIMUM DEPTH LANDING REQUIRED ACROSS TOP OF RAMP.
(3) 3" HIGH CURB WHEN USING A 3' LONG RAMP, 4" HIGH CURB WHEN USING A 4' LONG RAMP.
(4) SEE SHEET 4 OF 6, TYPICAL SIDE TREATMENT OPTIONS, FOR DETAILS ON FLARES AND RETURNED CURBS, WHEN INITIAL LANDING IS AT FULL CURB HEIGHT.
(5) DETECTABLE WARNINGS MAY BE PART OF THE 4' X 4' MIN. LANDING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.
(6) THE GRADE BREAK SHALL BE PERPENDICULAR TO THE BACK OF WALK. THIS WILL ENSURE THAT THE GRADE BREAK IS PERPENDICULAR TO THE DIRECTION OF TRAVEL. (TYPICAL FOR ALL)
(7) WHEN ADJACENT TO GRASS, GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
(8) A 7' MIN TOP RADIUS GRADE BREAK REQUIRED TO BE CONSTRUCTIBLE.
(9) PAVE FULL WALK WIDTH.
(10) "S" SLOPES ON FANS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

(S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

(F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.

LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.

X" CURB HEIGHT

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION

REVISED:

STATE DESIGN ENGINEER

APPROVED: 1-23-2017

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250 | 1 OF 6

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved

H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

DESIGNED	DRAWN	CHECKED
JWC	ZFL	JWC

City of RAMSEY

BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

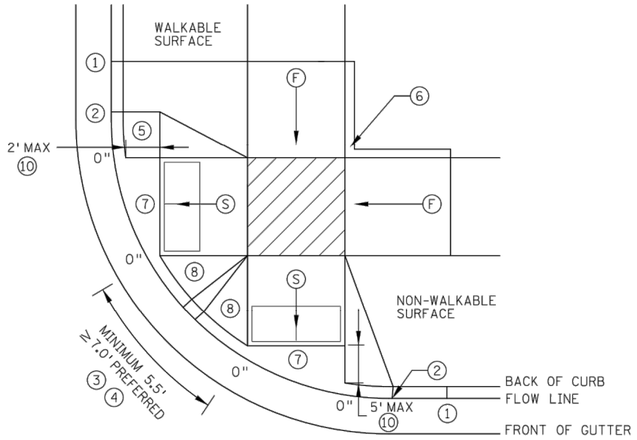
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

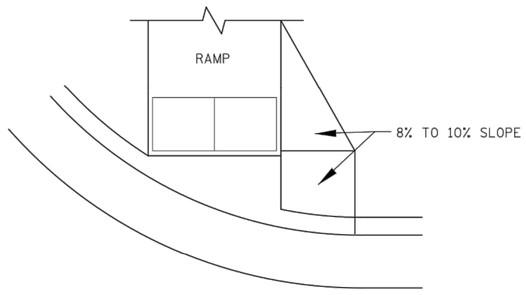
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

PEDESTRIAN CURB RAMP DETAILS

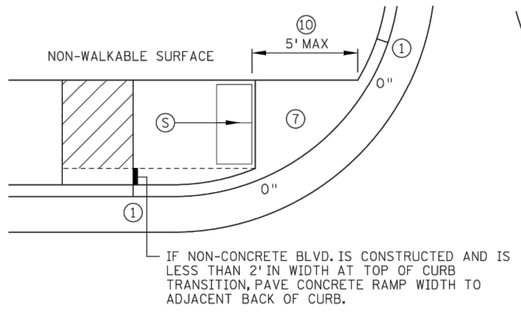
SHEET 12 OF 44



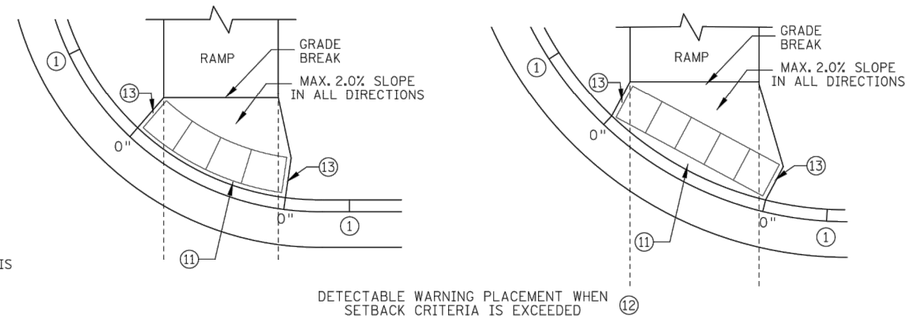
COMBINED DIRECTIONAL ⑨



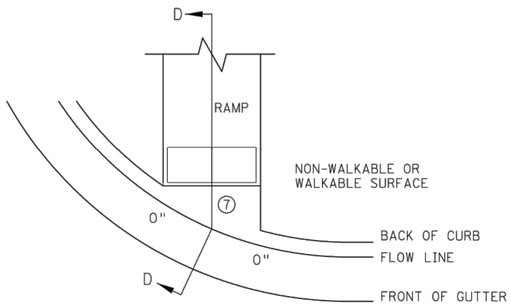
DIRECTIONAL RAMP WALKABLE FLARE



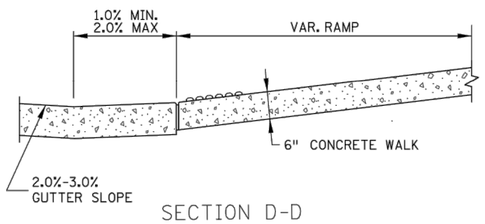
STANDARD ONE-WAY DIRECTIONAL ⑨



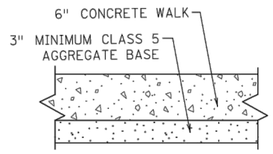
ONE-WAY DIRECTIONAL WITH DETECTABLE WARNING AT BACK OF CURB



CURB FOR DIRECTIONAL RAMPS ⑭



SECTION D-D



TYPICAL SIDEWALK SECTION WITHIN INTERSECTION CORNER

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER ENTIRE WIDTH OF SHARED-USE PATH AND THE ENTIRE PAR WIDTH OF THE WALK. DETECTABLE WARNING SHOULD BE 6" LESS THAN THE PAR/PATH WIDTH. ARC LENGTH OF RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. SEE NOTES ⑩ & ⑪ FOR INFORMATION REGARDING RECTANGULAR DETECTABLE WARNING PLACEMENT.

① MATCH FULL CURB HEIGHT.

② 3" HIGH CURB WHEN USING A 3' LONG RAMP
4" HIGH CURB WHEN USING A 4' LONG RAMP.

③ 3" MINIMUM CURB HEIGHT (5.5' MIN. DISTANCE REQUIRED BETWEEN DOMES)
4" PREFERRED (7' MIN. DISTANCE REQUIRED BETWEEN DOMES).

④ THE "BUMP" IN BETWEEN THE RAMPS SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMPS. IF THIS OCCURS MODIFY THE RAMP LOCATION OR SWITCH RAMP TO A FAN/DEPRESSED CORNER.

⑤ WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMPS, AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHOULD BE USED. SEE THE DETAIL ON THIS SHEET.

⑥ GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.

⑦ MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.

⑧ 8% TO 10% WALKABLE FLARE.

⑨ PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.

⑩ FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE, AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

⑪ RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.

⑫ FOR DIRECTIONAL RAMPS WITH THE DETECTABLE WARNINGS PLACED AT THE BACK OF CURB, THE DETECTABLE WARNINGS SHALL COVER THE ENTIRE WIDTH OF THE WALK/PATH. THIS ENSURES A DETECTABLE EDGE AND HELPS ELIMINATE THE CURB TAPER OBSTRUCTING THE PATH OF PEDESTRIAN TRAVEL.

⑬ THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

⑭ TO BE USED FOR ALL DIRECTIONAL RAMPS, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

(S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

(F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.

LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.

X" CURB HEIGHT

REVISION:

APPROVED: JANUARY 23, 2017
OPERATIONS ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION
STATE DESIGN ENGINEER

REVISED:

APPROVED: 1-23-2017

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250 | 2 OF 6

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

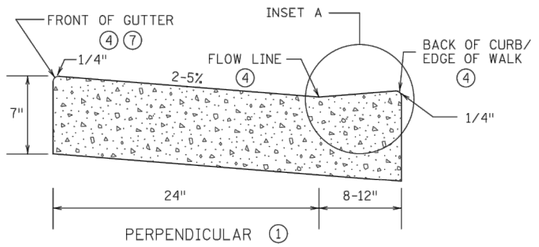
BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

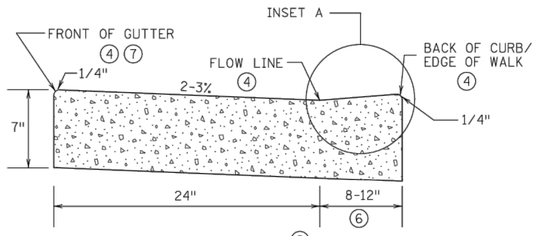
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
PEDESTRIAN CURB RAMP DETAILS

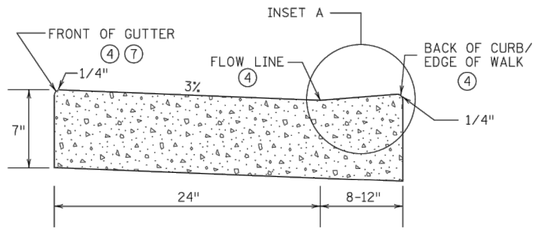
SHEET 13 OF 44



PERPENDICULAR ①

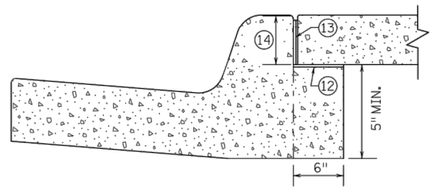


NON PERPENDICULAR ②



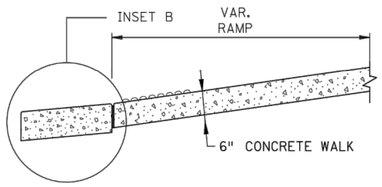
FOR CURB MACHINE PLACEMENT AROUND RADIUS ③
(REGARDLESS OF RAMP TYPE)

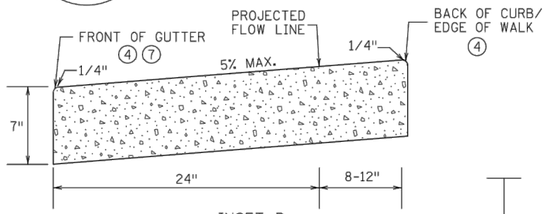
PEDESTRIAN ACCESS ROUTE CURB & GUTTER DETAIL



OPTIONAL SILL CURB WHEN SIDEWALK IS AT BACK OF CURB

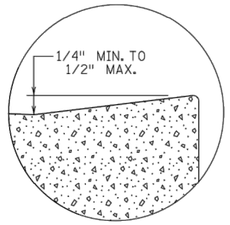
CONCRETE SILL TO BE USED ONLY WHEN SPECIFIED IN THE PLAN.



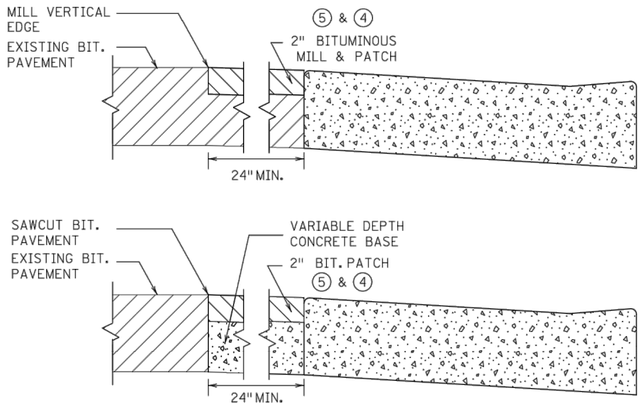


INSET B

OUTFLOW GUTTER ⑧



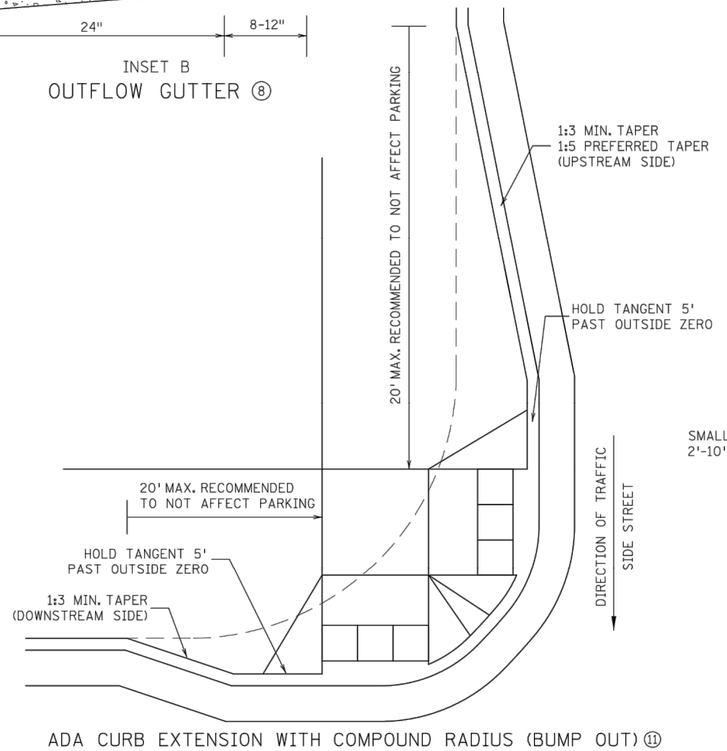
INSET A



ONLY ALLOWED PER ENGINEER'S APPROVAL

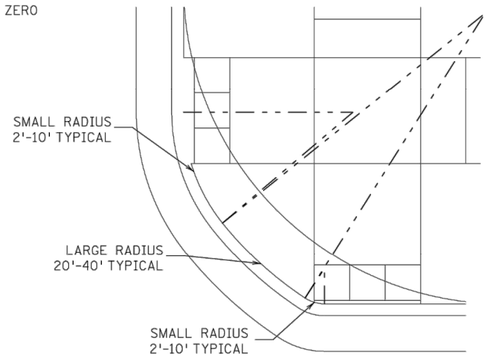
PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER

FOR USE ON CURB RAMP RETROFITS



ADA CURB EXTENSION WITH COMPOUND RADIUS (BUMP OUT) ⑪

DIRECTION OF TRAFFIC
MAIN STREET



COMBINED DIRECTIONAL ⑩
(COMPOUND RADIUS)

NOTES:

POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM.

NO PONDING SHALL BE PRESENT IN THE PAR.

ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.

① FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMPS.

② FOR USE AT CURB RAMPS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS & DEPRESSED CORNERS.

③ BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMPS.

④ THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".

⑤ ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.

⑥ VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.

⑦ TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. TOP 1.5" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAID.

⑧ SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.

⑨ DRILL AND GROUT NO. 4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1' MINIMUM FROM ALL JOINTS.

⑩ HELPS PROVIDE TWO SEPARATE RAMPS, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIUS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.

⑪ CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED. PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.

⑫ PLACE BOND BREAKER BETWEEN WALK AND TOP OF SILL.

⑬ 1/2" PREFORMED JOINT FILLER PER MNDOT SPEC. 3702.

⑭ DIMENSION TO BE SAME AS SIDEWALK THICKNESS, 4" MIN.

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER

REVISED:

APPROVED:
1-23-2017

STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250 | 3 OF 6

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

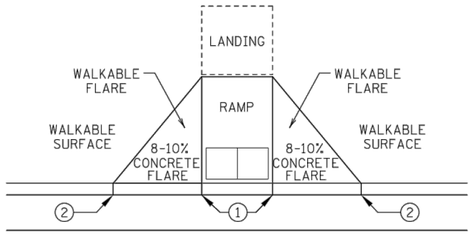
DESIGNED JWC
DRAWN ZFL
CHECKED JWC

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

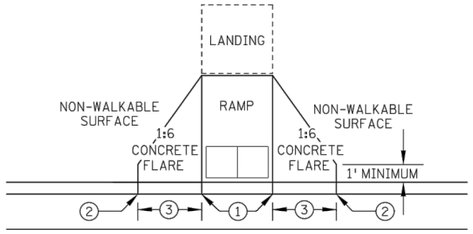
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
PEDESTRIAN CURB RAMP DETAILS

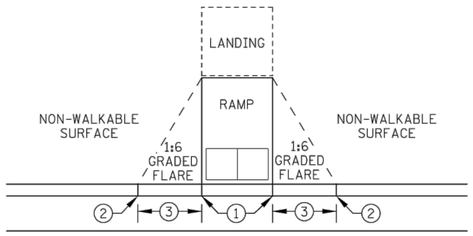
SHEET 14 OF 44



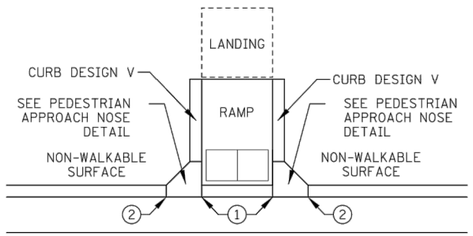
PAVED FLARES
ADJACENT TO WALKABLE SURFACE



PAVED FLARES
ADJACENT TO NON-WALKABLE SURFACE

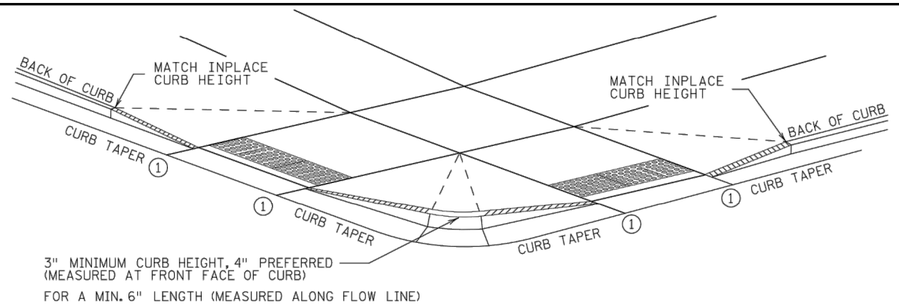


GRADED FLARES

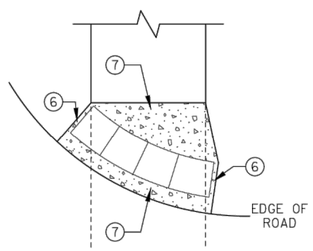


RETURNED CURB ⑤

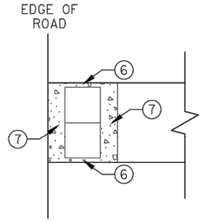
TYPICAL SIDE TREATMENT OPTIONS ④ ⑪



DETECTABLE EDGE WITH ⑧
CURB AND GUTTER

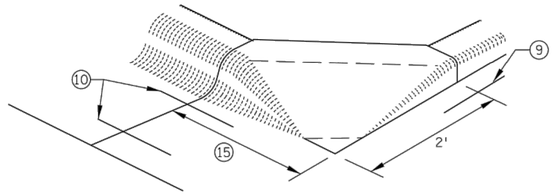


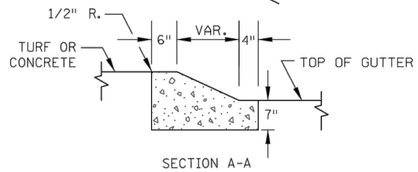
RADIAL DETECTABLE WARNING



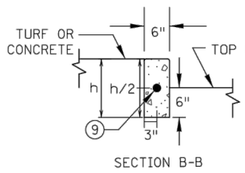
RECTANGULAR DETECTABLE WARNING

DETECTABLE EDGE WITHOUT CURB AND GUTTER

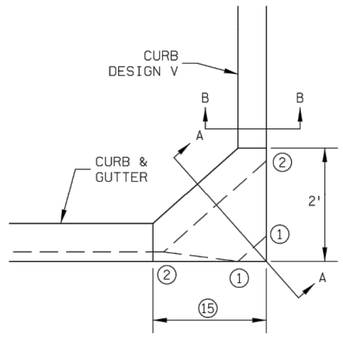




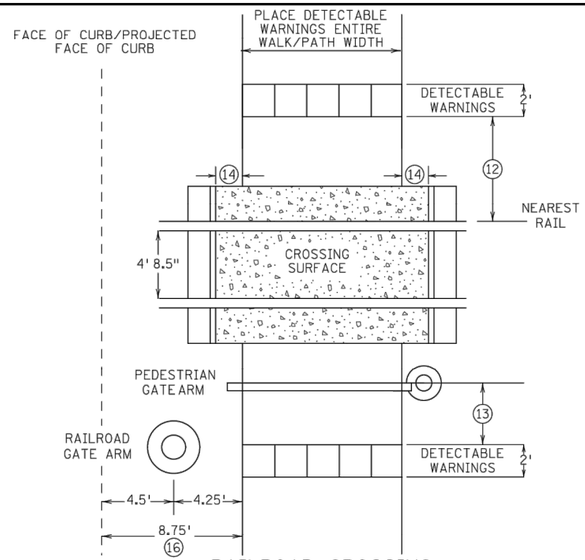
SECTION A-A



SECTION B-B



PEDESTRIAN APPROACH
NOSE DETAIL
(FOR RETURNED CURB
SIDE TREATMENT)



RAILROAD CROSSING
PLAN VIEW

NOTES:

SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.

CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMPS FROM THE BACK OF CURB.

① 0" CURB HEIGHT.

② FULL CURB HEIGHT.

③ 2' FOR 4" HIGH CURB AND 3' FOR 6" HIGH CURB.

④ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.

⑤ TYPICALLY USED FOR MEDIANS AND ISLANDS.

⑥ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.

⑦ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.

⑧ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.

⑨ DRILL AND GROUT 1 - NO. 4 12" LONG REINFORCEMENT BAR (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.

⑩ DRILL AND GROUT 2 - NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.

⑪ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6' LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE.

⑫ NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12' MINIMUM TO 15' MAXIMUM FROM THE NEAREST RAIL. FOR SKEWED RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12' MEASURED PERPENDICULAR TO THE NEAREST RAIL.

⑬ WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 2' FROM THE APPROACHING SIDE OF THE GATE ARM. THIS CRITERIA GOVERNS OVER NOTE ⑫.

⑭ CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED-USE PATH.

⑮ 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIGHT ISLANDS.

⑯ SIDEWALK TO BE PLACED 8.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER

REVISED:

APPROVED: 1-23-2017

STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250 | 4 OF 6

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved

H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

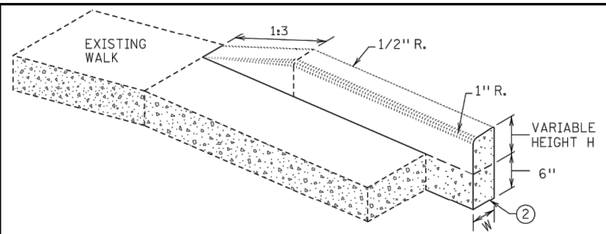
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

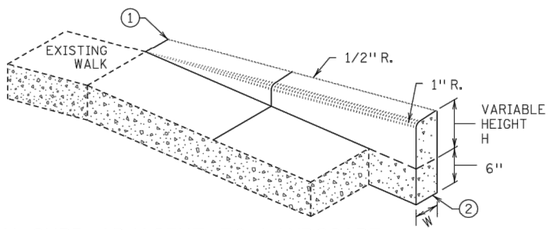
PEDESTRIAN CURB RAMP DETAILS

SHEET 15 OF 44



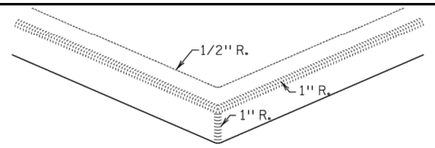
V CURB ADJACENT TO LANDSCAPE

CURB WITHIN SIDEWALK LIMITS

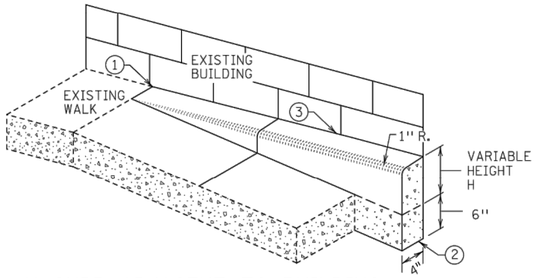


V CURB ADJACENT TO LANDSCAPE

CURB OUTSIDE SIDEWALK LIMITS

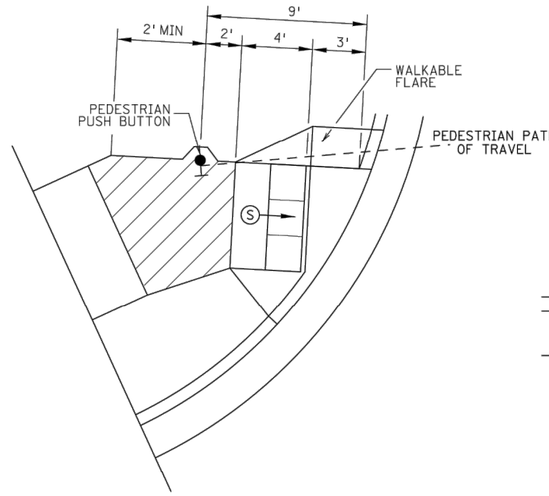


V CURB INTERSECTION



V CURB ADJACENT TO BUILDING OR BARRIER

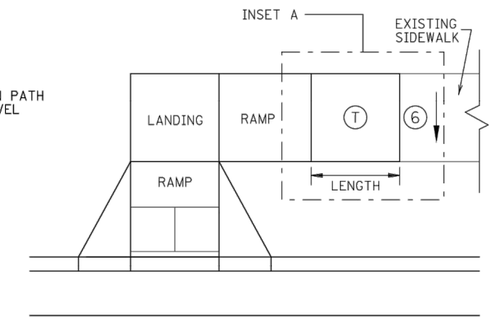
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"

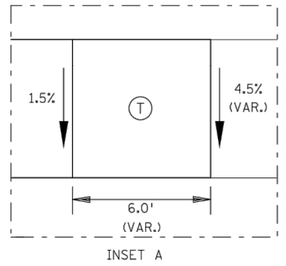


SEMI-DIRECTIONAL RAMP (3,4,9)

3' DOME SETBACK, 4' LONG RAMP AND PUSH BUTTON 9' FROM THE BACK OF CURB

PRIMARILY USED FOR APS APPLICATIONS WHERE THE PAR DOES NOT CONTINUE PAST THE PUSH BUTTON (DEAD-END SIDEWALK)





TRANSITION PANEL ④⑤

NOTES:

A WALKABLE FLARE IS AN 8-10% CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS ADJACENT TO A WALKABLE SURFACE, OR WHEN THE PEDESTRIAN PATH OF TRAVEL OF A PUSH BUTTON TRAVERSES THE FLARE.

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

WHERE RIGHT-OF-WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

(1) END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.

(2) ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.

(3) EDGE BETWEEN NEW V CURB AND INPLACE STRUCTURE SHALL BE SEALED AND BOND BREAKER SHALL BE USED BETWEEN EXISTING STRUCTURE AND PLACED V-CURB.

(4) THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1' LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.

(5) TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION).

(6) EXISTING CROSS SLOPE GREATER THAN 2.0%.

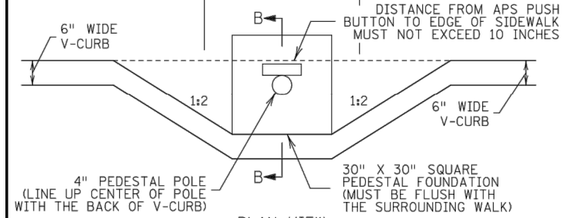
LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

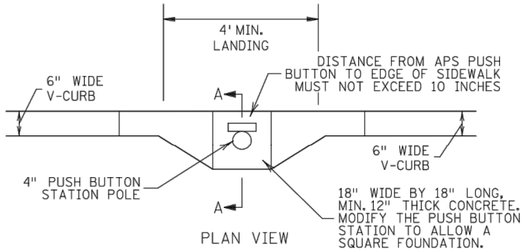
(S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.

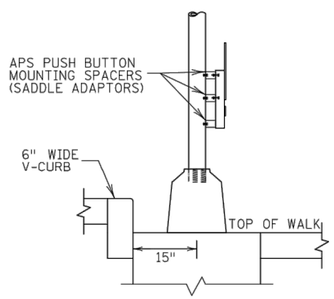
(T) TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE. RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.



PLAN VIEW

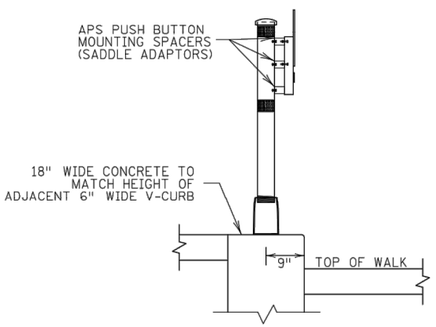


PLAN VIEW



SECTION B-B

SIGNAL PEDESTAL & PUSH BUTTON (V-CURB)



SECTION A-A

PUSH BUTTON STATION (V-CURB)

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER

REVISED:

APPROVED: 1-23-2017

STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250 | 5 OF 6

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved

H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

DESIGNED JWC

DRAWN ZFL

CHECKED JWC

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

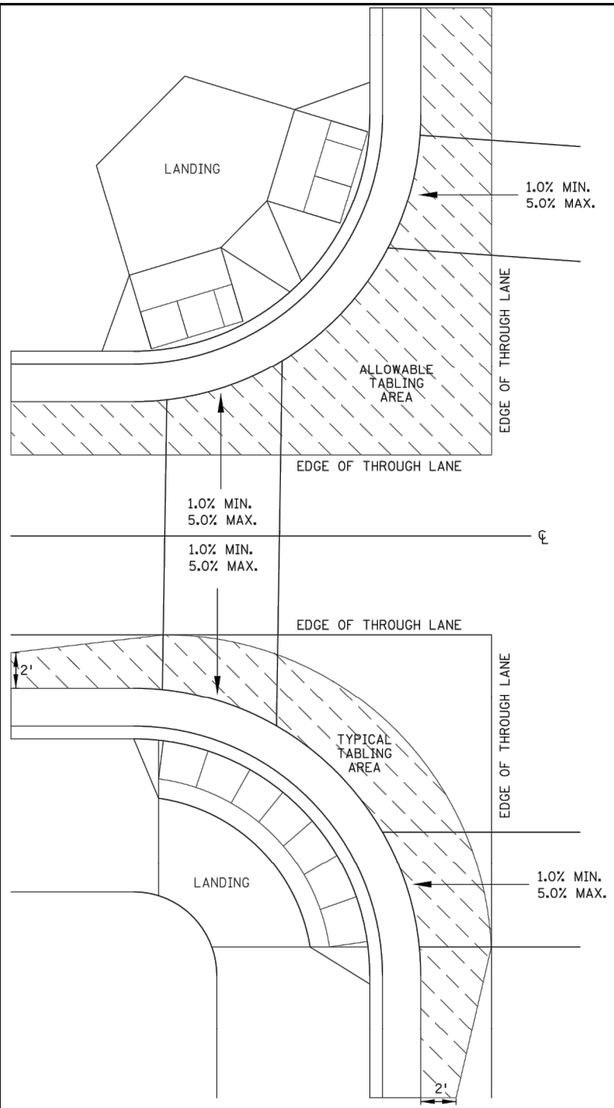
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

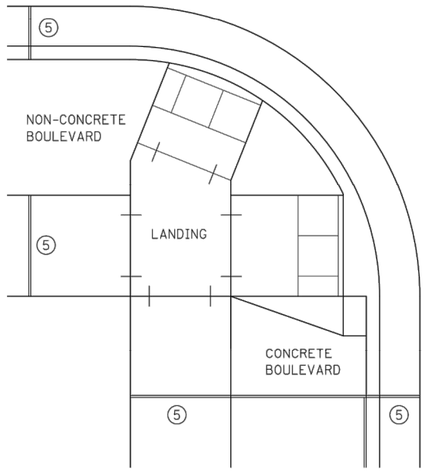
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

PEDESTRIAN CURB RAMP DETAILS

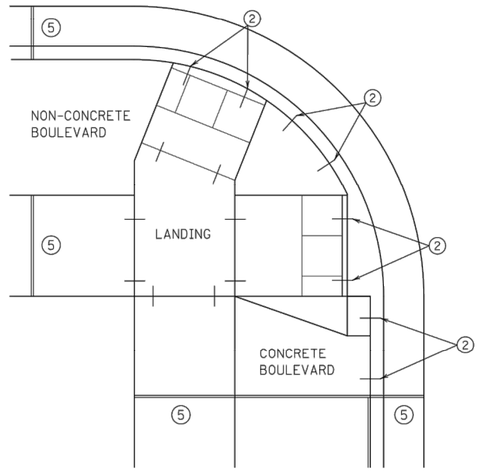
SHEET 16 OF 44



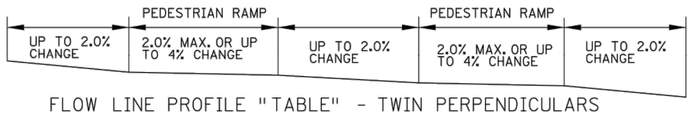
CURB LINE AND ROAD CROSSING ADJUSTMENTS



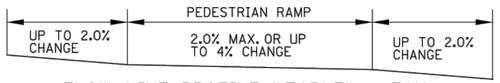
EXPANSION MATERIAL PLACEMENT FOR CONCRETE AND BITUMINOUS ROADWAYS



OPTIONAL CURB LINE REINFORCEMENT PLACEMENT ON BITUMINOUS ROADWAYS ④



FLOW LINE PROFILE "TABLE" - TWIN PERPENDICULARS



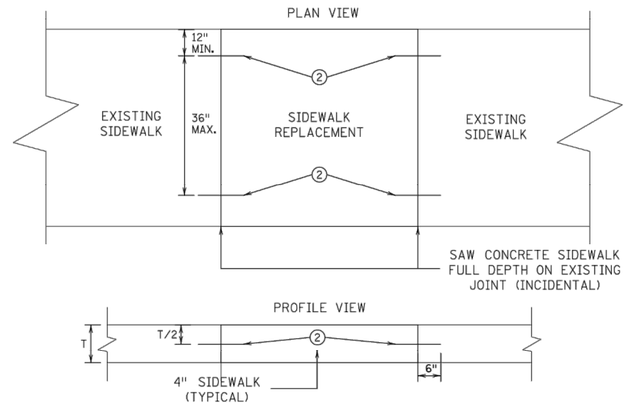
FLOW LINE PROFILE "TABLE" - FAN



FLOW LINE PROFILE RAISE - TWIN PERPENDICULARS

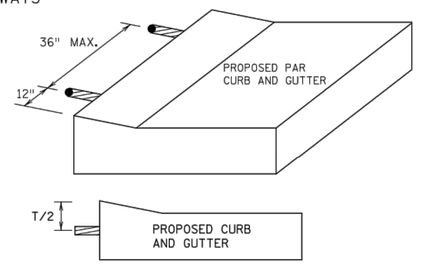


FLOW LINE PROFILE RAISE - FAN

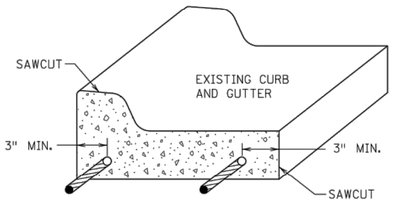


OPTIONAL SIDEWALK REINFORCEMENT

SIDEWALK REINFORCEMENT TO BE USED ONLY WHEN SPECIFIED IN THE PLAN.

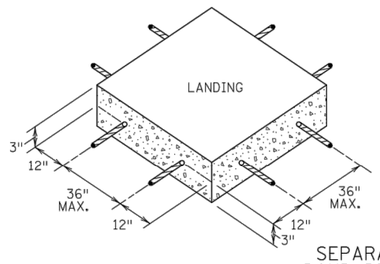


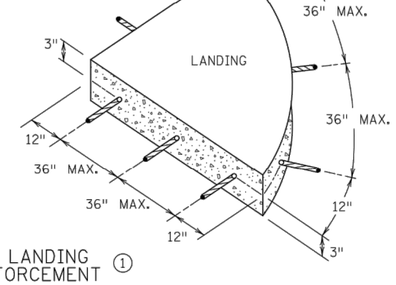
OPTIONAL CURB LINE REINFORCEMENT DETAILS ②④



FOR USE ON CURB RAMP RETROFITS

CURB AND GUTTER REINFORCEMENT ③





SEPARATE LANDING POUR REINFORCEMENT ①

"TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.

RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.

MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA;

1) 1.0% MIN. CROSS-SLOPE OF THE ROAD
2) 5.0% MAX. CROSS-SLOPE OF THE ROAD
3) "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
4) UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP

STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL-DEPTH APRON REPLACEMENT ON CONCRETE ROADWAYS.

RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA;

1) 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
2) 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE
3) 5.0% RECOMMENDED MAX. FLOW LINE
4) LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

NOTES:

1. TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL SEPARATELY POURED INITIAL LANDINGS.
2. DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS AT 36" MAXIMUM CENTER TO CENTER (EPOXY COATED). BARS TO BE ADJUSTED TO MATCH RAMP GRADE.
3. DRILL AND GROUT 2 - NO. 4 X 12" LONG REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS WITHIN RADIUS.
4. THIS OPTIONAL CURB LINE REINFORCEMENT DETAIL SHOULD ONLY BE USED ON BITUMINOUS ROADWAYS WHEN SPECIFIED IN THE PLAN.
5. 1/2 IN. PREFORMED JOINT FILLER MATERIAL PER MNDOT SPEC. 3702.

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER

REVISED:

APPROVED: 1-23-2017

STATE DESIGN ENGINEER

PEDESTRIAN CURB RAMP DETAILS

STANDARD PLAN 5-297.250 | 6 OF 6

NOTE: DETAILS ARE NOT TO SCALE

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

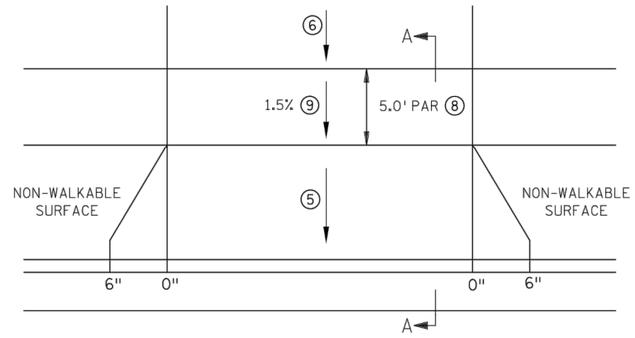
BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

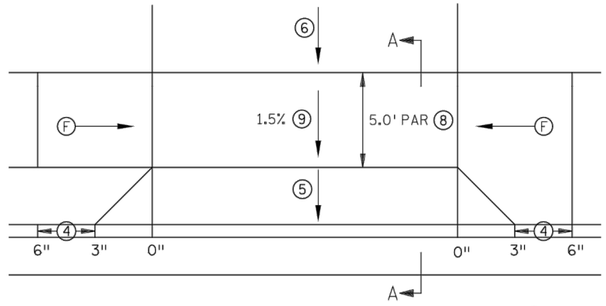
CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
PEDESTRIAN CURB RAMP DETAILS

SHEET 17 OF 44

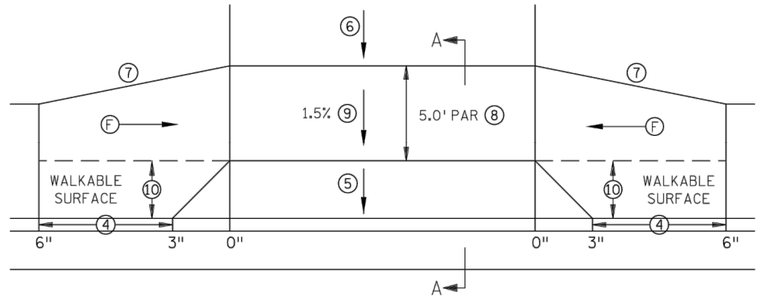
© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm



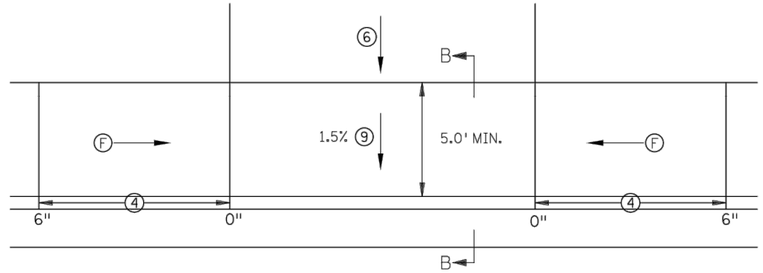
PERPENDICULAR DRIVEWAY ①



TIERED PERPENDICULAR DRIVEWAY ②



TIERED PERPENDICULAR OFFSET DRIVEWAY



PARALLEL DRIVEWAY ③

NOTES:

IN NO CASE SHALL SIDEWALK PROFILES EXCEED 5.0%, EXCEPT SIDEWALK PROFILES CAN MATCH ROADWAY GRADE IF ROADWAY GRADE IS GREATER THAN 5.0%. RAMPS FOR DRIVEWAYS ARE REQUIRED TO FOLLOW THE ABOVE SIDEWALK CRITERIA.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PEDESTRIAN ACCESS ROUTE (PAR). 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

DRIVEWAY TYPES FROM MOST PREFERRED TO LEAST PREFERRED ARE AS FOLLOWS: PERPENDICULAR, TIERED PERPENDICULAR, TIERED PERPENDICULAR OFFSET & PARALLEL.

① TO BE USED WHEN THE DRIVEWAY PAR IS LEVEL WITH OR ABOVE THE TOP OF CURB, RESULTING IN A CONTINUOUS PAR PROFILE.

② TO BE USED WHEN THE DRIVEWAY PAR IS BELOW THE ROADWAY CURB HEIGHT. THIS DRIVEWAY TYPE CAN BE USED FOR BOTH PAVED (AS SHOWN) AND GRASS BOULEVARDS.

③ SHOULD BE USED FOR NEGATIVE SLOPED DRIVEWAYS. DW CURB TYPE 2 CURB SHOULD BE USED TO RAISE PAR ABOVE GUTTER AND REDUCE "ROLLER COASTER" EFFECT. 4" HIGH ROADWAY CURB SHOULD BE USED TO REDUCE "ROLLER COASTER" EFFECT ESPECIALLY WHEN MULTIPLE DRIVEWAYS ARE PRESENT.

④ TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

⑤ 8% MAX. PREFERRED, 10% MAX. FOR COMMERCIAL AND 12% MAX. FOR RESIDENTIAL. SEE GENERAL NOTES ON SHEET 2 FOR MORE INFORMATION.

⑥ 8% MAX. PREFERRED, SEE SHEET 2 FOR MORE INFORMATION.

⑦ 1:3 MIN. 1:5 PREFERRED FOR DRIVEWAY RETROFIT PROJECTS. 1:10 PREFERRED FOR SIDEWALK REPLACEMENT PROJECTS.

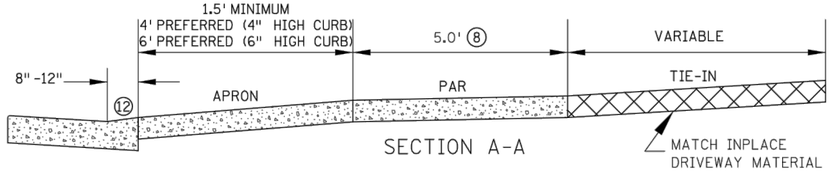
⑧ 5.0' MIN. PAR WIDTH IS THE STANDARD THROUGH DRIVEWAYS. IF FEASIBLE WIDEN DRIVEWAY PAR WIDTH TO MATCH APPROACHING SIDEWALK PAR WIDTHS. IN VERTICALLY CONSTRAINED AREAS PAR WIDTHS CAN INCREMENTALLY BE REDUCED TO 4.5' OR 4' MIN AFTER ALL OTHER OPTIONS HAVE BEEN APPLIED.

⑨ THE PEDESTRIAN ACCESS ROUTE, MAY NOT EXCEED 0.02 FT./FT. AS CONSTRUCTED.

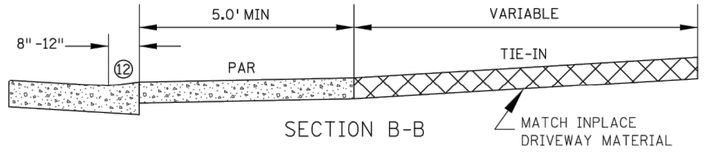
⑩ SIDEWALK OFFSET TO BE LESS THAN OR EQUAL TO HALF THE APPROACHING SIDEWALK WIDTH.

⑪ VALLEY GUTTER APRON TO BE POURED INTEGRAL WITH THE CURB AND GUTTER. SEE SHEET 2 FOR MORE INFORMATION.

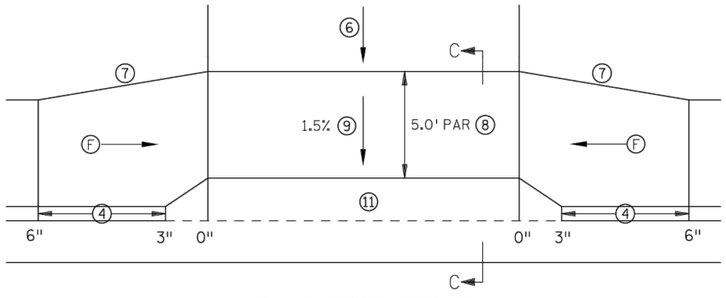
⑫ SEE SHEET 2 FOR CURB TYPE INFORMATION.



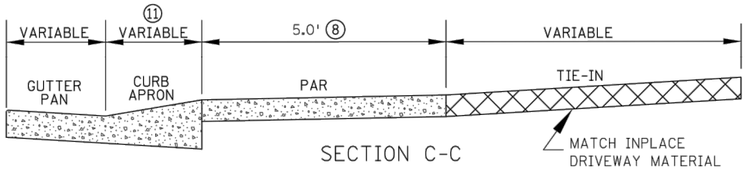
SECTION A-A



SECTION B-B



VALLEY GUTTER DRIVEWAY



SECTION C-C

LEGEND	
Ⓕ	INDICATES DRIVEWAY RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
X"	CURB HEIGHT (INCHES)

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER

REVISED:

APPROVED: 1-23-2017

STATE DESIGN ENGINEER

DRIVEWAY AND SIDEWALK DETAILS

STANDARD PLAN 5-297.254 | 1 OF 4

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved

H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

DESIGNED	DRAWN	CHECKED
JWC	ZFL	JWC

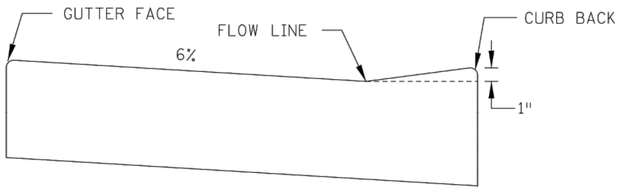
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

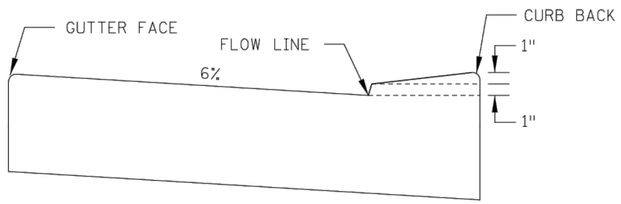
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

DRIVEWAY AND SIDEWALK DETAILS



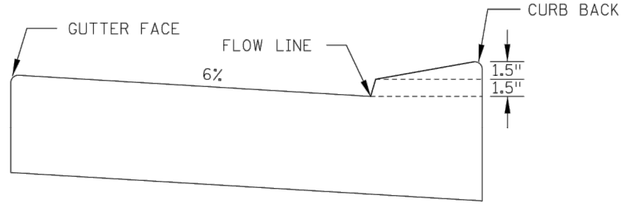
DW CURB STANDARD

STANDARD CURB AT DRIVEWAY



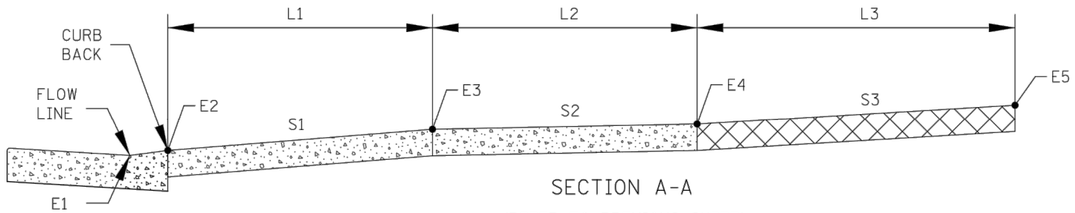
DW CURB TYPE 2

VERTICALLY CONSTRAINED



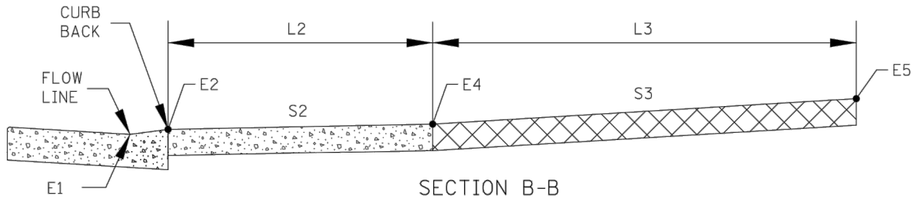
DW CURB TYPE 3

VERTICALLY CONSTRAINED



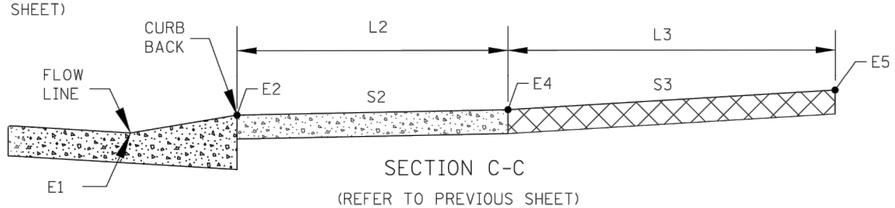
SECTION A-A

(REFER TO PREVIOUS SHEET)



SECTION B-B

(REFER TO PREVIOUS SHEET)

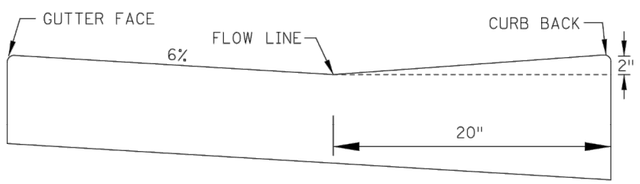


SECTION C-C

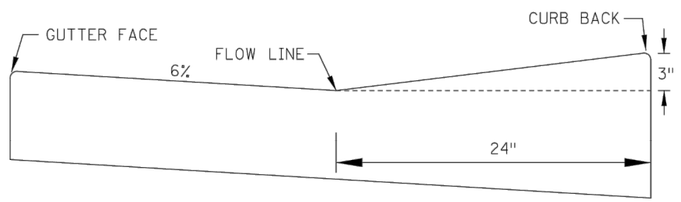
(REFER TO PREVIOUS SHEET)

DRIVEWAY TABULATION ①

STATION	SIDE	DRIVEWAY TYPE	CURB TYPE ③	E1	E2	L1 FT	S1 %	E3	L2 FT	S2 ② %	E4	L3 FT	S3 %	EXISTING %	E5	COMMENTS



VG 220



VG 324

VALLEY GUTTER CURB

OTHER CURB HEIGHTS & CURB APRON LENGTHS CAN BE USED

NOTES:

DW CURB STANDARD SHALL BE USED WHEN THE DRIVEWAY ACTS AS A PEDESTRIAN RAMP. THE MAX. APRON SLOPE MUST ADHERE TO ADA CRITERIA AS WELL. DW CURB STANDARD SHOULD BE USED IF THERE IS ON STREET PARKING.

WHERE ROADWAY DRAINAGE IS A CONCERN (NEGATIVE SLOPED APRON) DW CURB TYPE 2 CAN BE USED TO HELP KEEP THE WATER ON PUBLIC RIGHT OF WAY.

S1 8% MAX PREFERRED, 10% MAX. COMMERCIAL AND 12% MAX. RESIDENTIAL. IF EXISTING GRADES ARE STEEPER DO NOT MAKE GRADES APPRECIABLY WORSE BY USING BEST PRACTICES SUCH AS DRIVEWAY CURB HEIGHTS, EXTENDING L3 AND/ OR STEEPEN S3.

DW CURB TYPE 3 SHALL ONLY BE USED IN EXTREME TIE-IN CASES.

S3 8% MAX PREFERRED, IF THIS SLOPE IS EXCEEDED OR IS CONTINUED FOR MORE THAN 5' ANALYZE THE NEED FOR VERTICAL CURVE(S). SEE ROAD DESIGN MANUAL, CHAPTER 5, FOR GEOMETRIC DESIGNS OF DRIVEWAYS.

① EXAMPLE SHOWN TO BE INCLUDED IN PLAN FOR EACH DRIVEWAY.

② SHOULD BE DESIGNED AT 1.5%.

③ DW CURB STANDARD SHALL BE THE STARTING POINT FOR ALL PERPENDICULAR AND TIERED DRIVEWAYS. DW CURB TYPES 2 AND 3 SHALL ONLY BE USED AFTER UTILIZING BEST PRACTICES SUCH AS MAXIMIZING S1, S3, AND L3.

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER

REVISED:

APPROVED:

STATE DESIGN ENGINEER

1-23-2017

DRIVEWAY AND SIDEWALK DETAILS

STANDARD PLAN 5-297.254 | 2 OF 4

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved

H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

DESIGNED JWC

DRAWN ZFL

CHECKED JWC

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

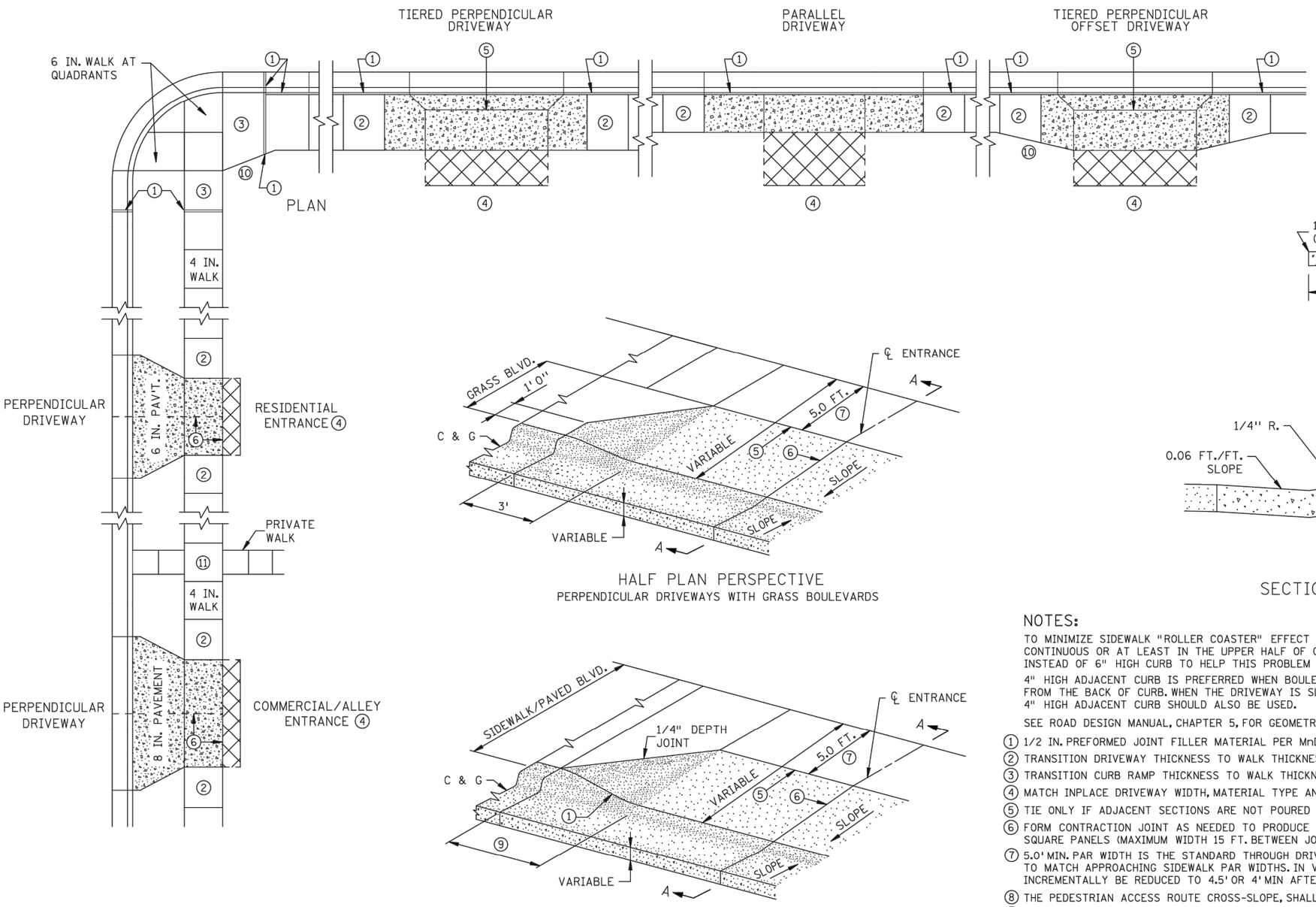
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

DRIVEWAY AND SIDEWALK DETAILS

SHEET 19 OF 44

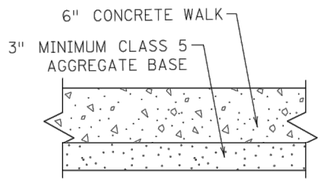


HALF PLAN PERSPECTIVE

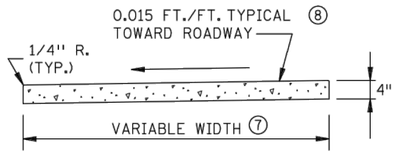
PERPENDICULAR DRIVEWAYS WITH GRASS BOULEVARDS

HALF PLAN PERSPECTIVE

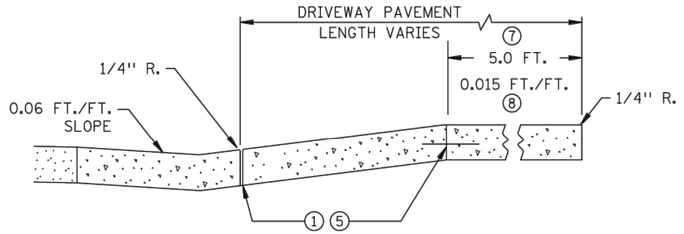
PERPENDICULAR DRIVEWAYS WITH CONCRETE BOULEVARDS AND ALL TIERED DRIVEWAYS



SECTION THRU CURB RAMP



SECTION THRU WALK



SECTION A-A

SECTION THRU DRIVEWAY

NOTES:

TO MINIMIZE SIDEWALK "ROLLER COASTER" EFFECT IT IS DESIRABLE TO KEEP THE PAR ELEVATION CONTINUOUS OR AT LEAST IN THE UPPER HALF OF CURB HEIGHT. 4" HIGH CURB SHOULD BE USED INSTEAD OF 6" HIGH CURB TO HELP THIS PROBLEM WHEN APPLICABLE.

4" HIGH ADJACENT CURB IS PREFERRED WHEN BOULEVARDS 4' OR LESS ARE PRESENT MEASURED FROM THE BACK OF CURB. WHEN THE DRIVEWAY IS SLOPING DOWN FROM THE ROADWAY (NEGATIVE) 4" HIGH ADJACENT CURB SHOULD ALSO BE USED.

SEE ROAD DESIGN MANUAL, CHAPTER 5, FOR GEOMETRIC DESIGN OF DRIVEWAYS.

① 1/2 IN. PREFORMED JOINT FILLER MATERIAL PER MnDOT SPEC. 3702, EXCEPT AT GRASS BOULEVARDS.
② TRANSITION DRIVEWAY THICKNESS TO WALK THICKNESS.
③ TRANSITION CURB RAMP THICKNESS TO WALK THICKNESS.
④ MATCH INPLACE DRIVEWAY WIDTH, MATERIAL TYPE AND THICKNESS.
⑤ TIE ONLY IF ADJACENT SECTIONS ARE NOT POURED MONOLITHICALLY. SEE SECTION A-A.
⑥ FORM CONTRACTION JOINT AS NEEDED TO PRODUCE APPROXIMATELY SQUARE PANELS (MAXIMUM WIDTH 15 FT. BETWEEN JOINTS).
⑦ 5.0' MIN. PAR WIDTH IS THE STANDARD THROUGH DRIVEWAYS. IF FEASIBLE WIDEN DRIVEWAY PAR WIDTH TO MATCH APPROACHING SIDEWALK PAR WIDTHS. IN VERTICALLY CONSTRAINED AREAS PAR WIDTHS CAN INCREMENTALLY BE REDUCED TO 4.5' OR 4' MIN AFTER ALL OTHER OPTIONS HAVE BEEN APPLIED.
⑧ THE PEDESTRIAN ACCESS ROUTE CROSS-SLOPE, SHALL NOT EXCEED 0.02 FT./FT. AS CONSTRUCTED.
⑨ 8% TO 10% FLARES SHALL BE USED WHEN ADJACENT TO WALKABLE SURFACES AND FOR ALL TIERED DRIVEWAYS WITH GRASS BOULEVARDS.
⑩ 1:10 MIN. SIDEWALK OFFSET TAPER REQUIRED FOR SIDEWALK REPLACEMENT PROJECTS. 1:3 MIN. AND 1:5 MIN. PREFERRED SIDEWALK OFFSET TAPER FOR DRIVEWAY REPLACEMENT.
⑪ LANDING REQUIRED, SEE NEXT SHEET FOR MORE INFORMATION.

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER

REVISED:

APPROVED: 1-23-2017

STATE DESIGN ENGINEER

DRIVEWAY AND SIDEWALK DETAILS

STANDARD PLAN 5-297.254 | 3 OF 4

NOTE: DETAILS ARE NOT TO SCALE

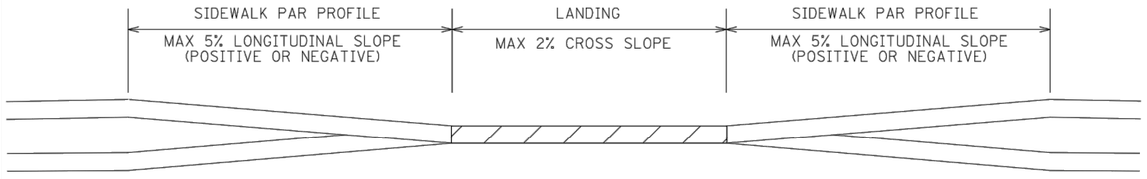
© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

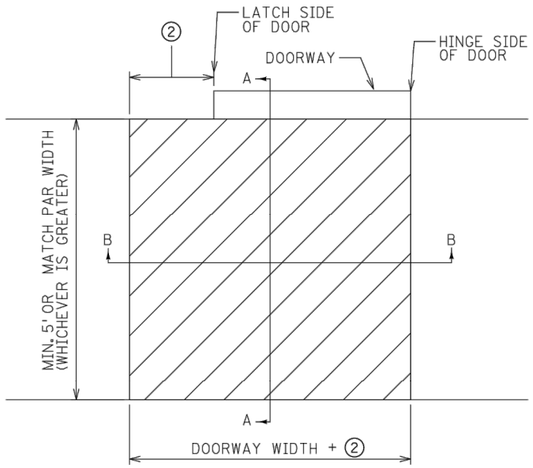
BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

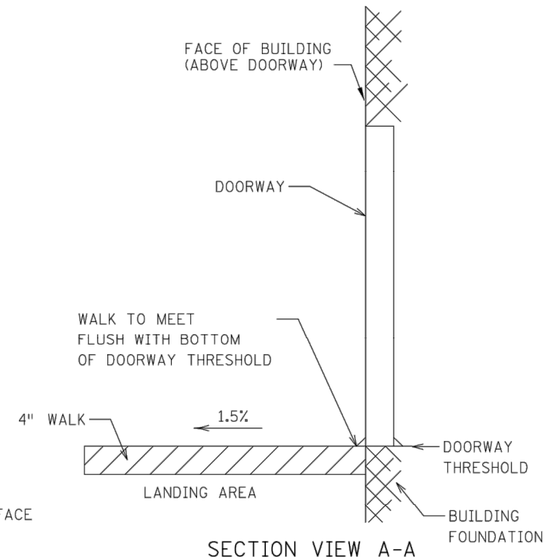
CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
DRIVEWAY AND SIDEWALK DETAILS



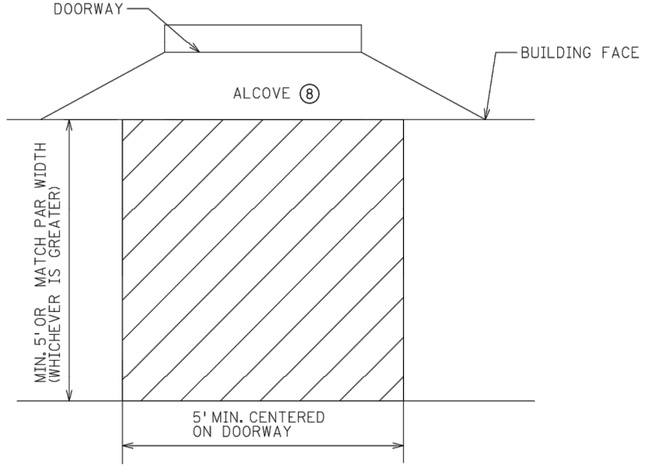
SECTION VIEW B-B



PLAN VIEW DOORWAY

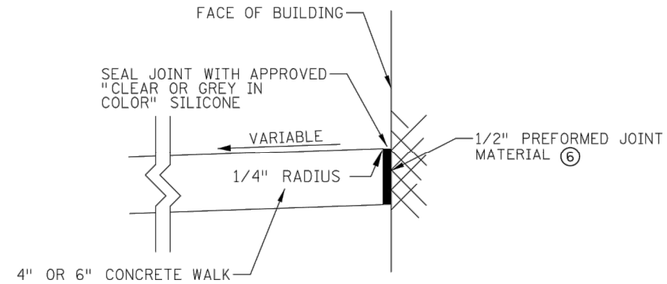


SECTION VIEW A-A

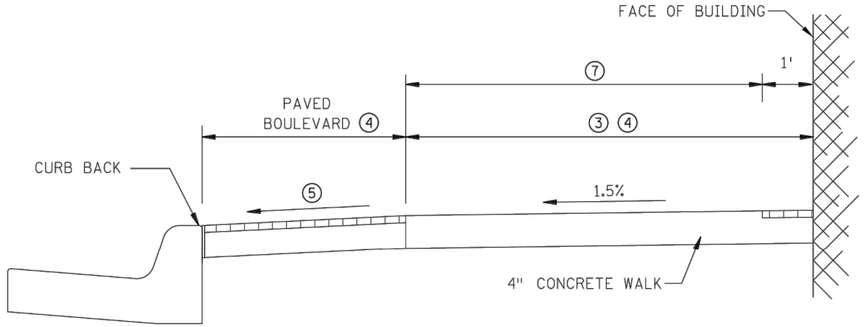


PLAN VIEW DOORWAY WITH ALCOVE

SIDEWALK LANDING REQUIREMENTS ①



BUILDING JOINT SEAL (INCIDENTAL)



DOWNTOWN SIDEWALK TYPICAL SECTION

NOTES:

FIELD ADJUST SIDEWALK PROFILES TO MEET ALL DOORWAY THRESHOLDS.

SIDEWALK MUST MAINTAIN POSITIVE DRAINAGE AWAY FROM THE BUILDING TO THE ROADWAY.

SEE SPECIAL PROVISIONS FOR SILICONE SPECIFICATIONS.

① LANDING CRITERIA IS REQUIRED FOR ALL DOORS, PRIVATE WALKS AND STEPS.

② 18" MIN. WHEN DOOR SWINGS OUTWARD FROM BUILDING.
12" MIN WHEN DOOR SWINGS INWARD FROM BUILDING.

③ 6' MIN. PAR REQUIRED WHEN ADJACENT TO BUILDINGS.

④ 2/3 PAR TO 1/3 BOULEVARD SHOULD BE USED WHEN FEASIBLE.

⑤ 1%-5% FOR THE MAJORITY OF THE BLOCK, WITH EXCEPTIONS UP TO 8% IN CONSTRAINED AREAS. 10% MAX. FOR SHORT SECTIONS ALLOWED TO ACCOUNT FOR FIELD TOLERANCES.

⑥ FURNISH AND INSTALL BACKER ROD OF APPROPRIATE DIAMETER.

⑦ TO MINIMIZE VIBRATION AND ROLLING RESISTANCE, AREA SHOULD BE FREE OF PAVERS, STAMPED CONCRETE, AND/OR EXCESSIVE JOINTING.

⑧ 2% MAX. PER BUILDING CODE. IF GREATER THAN 2%, FLATTEN AS FEASIBLE.

LEGEND

LANDING - ALL SLOPES TO BE LESS THAN 2%

OPTIONAL AESTHETIC TREATMENT

REVISION:

APPROVED: JANUARY 23, 2017

OPERATIONS ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION

STATE DESIGN ENGINEER

REVISED:

APPROVED: 1-23-2017

DRIVEWAY AND SIDEWALK DETAILS

STANDARD PLAN 5-297.254 | 4 OF 4

NOTE: DETAILS ARE NOT TO SCALE

© Bolton & Menk, Inc. 2016, All Rights Reserved

H:\RAMS\R16111092\CAD\C3D\111092_DET.dwg 3/9/16 1:41 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

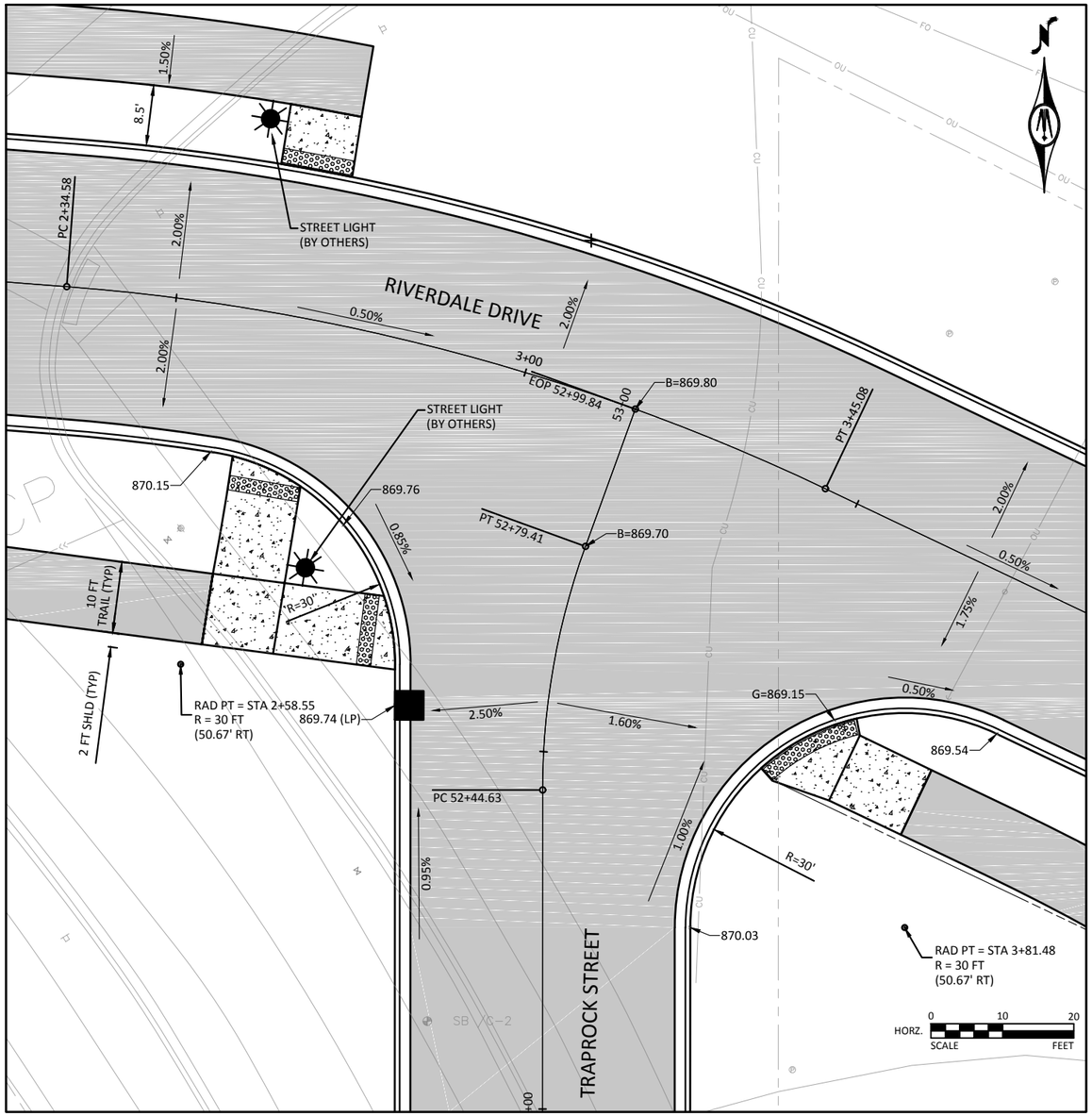
REV.	BY	DATE

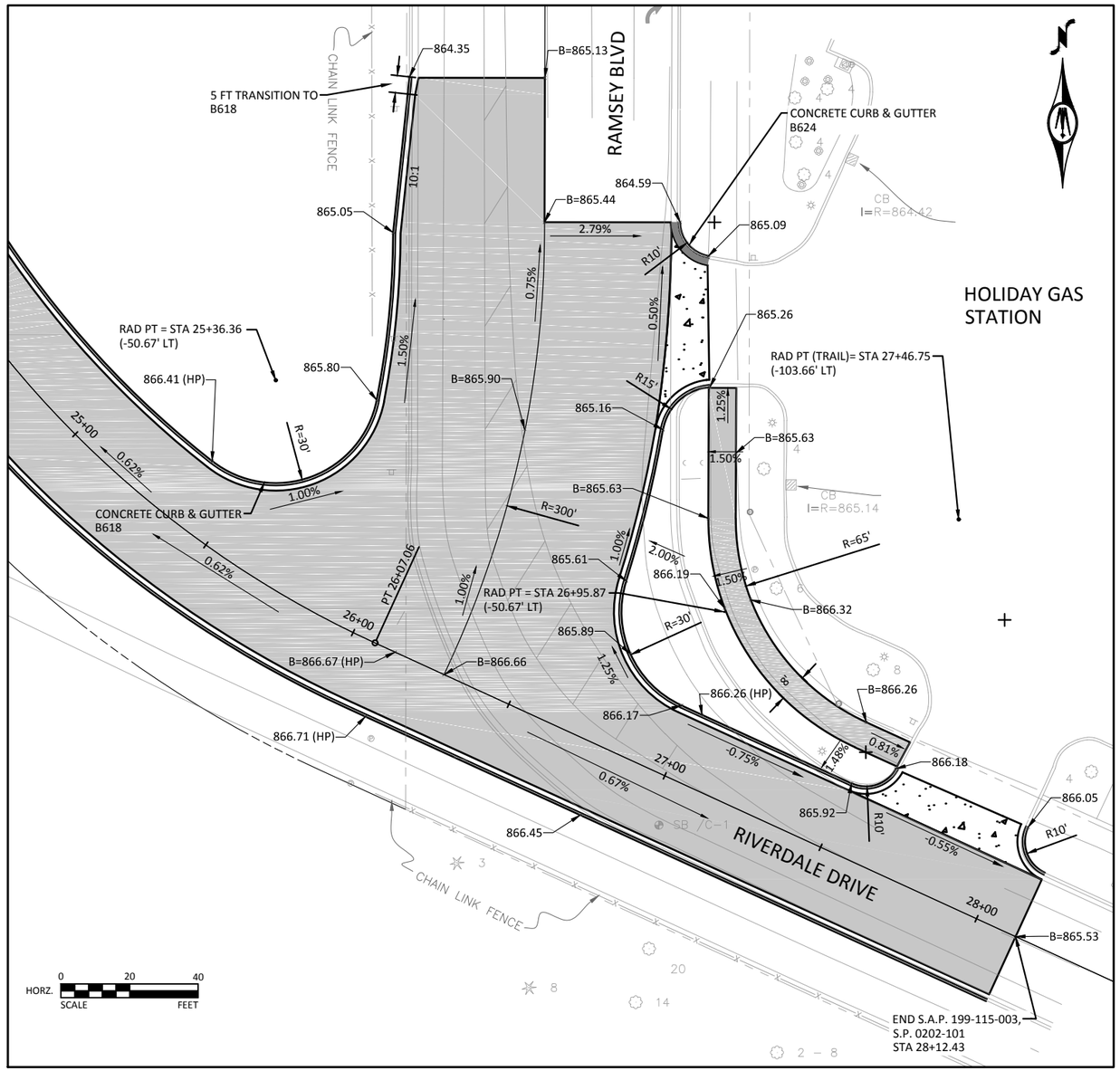
CITY OF RAMSEY, MINNESOTA

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

DRIVEWAY AND SIDEWALK DETAILS

SHEET 21 OF 44





LEGEND

- PROPOSED B618 CURB & GUTTER
- CONCRETE WALK
- BITUMINOUS PAVEMENT
- XXX.XX — PROPOSED TOP OF CURB ELEVATION
- B=XXX.XX — PROPOSED BITUMINOUS SURFACE ELEVATION
- STREET LIGHT

NOTES

1. ACCESS TO TRAPROCK STREET TO BE MAINTAINED AT ALL TIMES
2. ACCESS TO HOLIDAY GAS STATION TO BE MAINTAINED AT ALL TIMES

LEGEND

- PROPOSED B618 CURB & GUTTER
- PROPOSED B624 CURB & GUTTER
- CONCRETE PAVEMENT
- BITUMINOUS PAVEMENT
- XXX.XX — PROPOSED TOP OF CURB ELEVATION
- B=XXX.XX — PROPOSED BITUMINOUS SURFACE ELEVATION
- STREET LIGHT

HORZ. 0 10 20 SCALE FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_TYP.dwg 3/22/16 3:35 pm

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

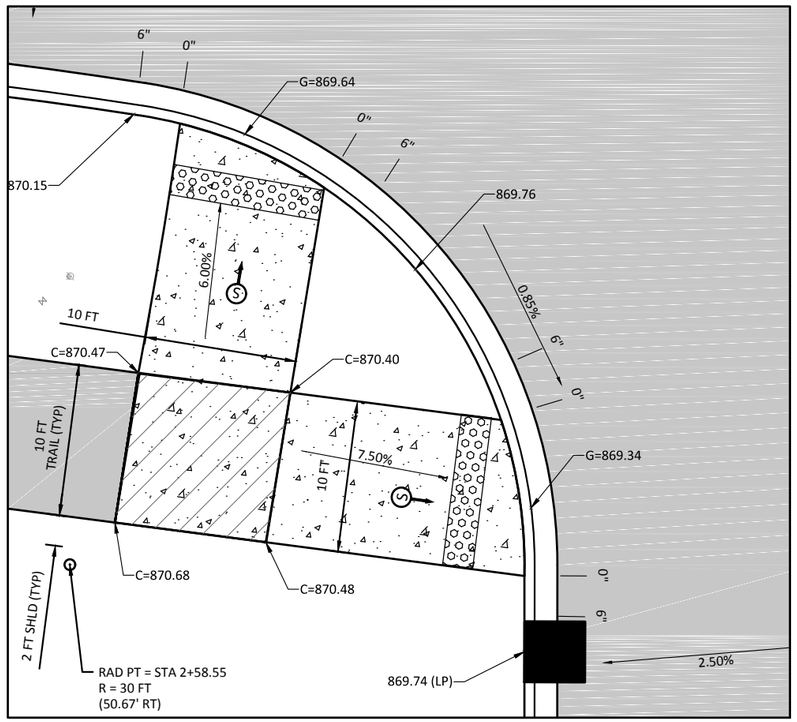
BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

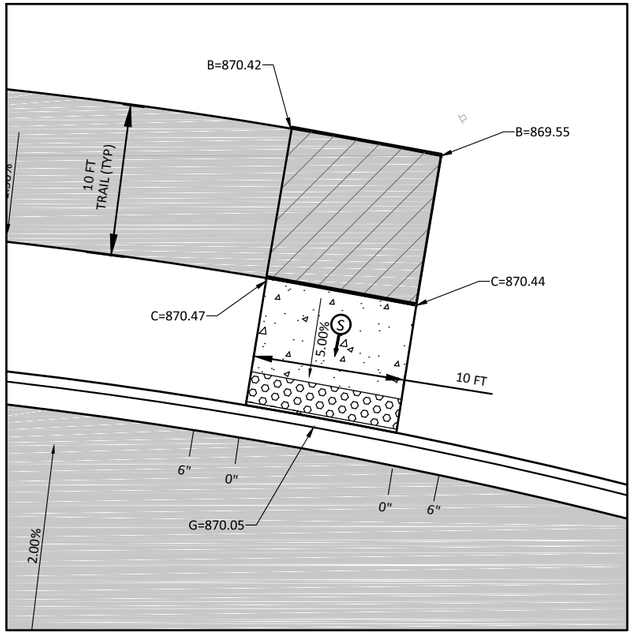
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
INTERSECTION DETAILS

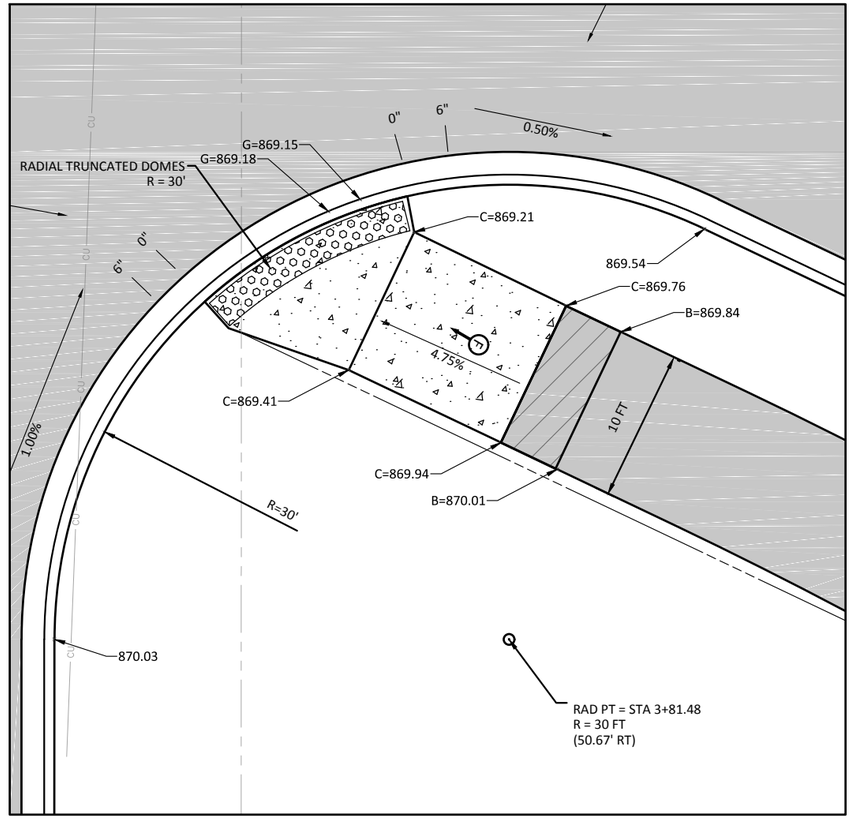
SHEET 22 OF 44



PEDESTRIAN RAMP SOUTHWEST QUADRANT
OF RIVERDALE AND TRAPROCK



PEDESTRIAN RAMP NORTH



PEDESTRIAN RAMP SOUTHEAST QUADRANT
OF RIVERDALE AND TRAPROCK

LEGEND

- TRUNCATED DOMES (SEE STANDARD PLATE 7038)
- LANDING AREA - 4' X 4' MIN DIMENSIONS AND MAX 2.0% SLOPE IN AL DIRECTIONS
- PROPOSED B618 CURB & GUTTER
- CONCRETE WALK
- BITUMINOUS PAVEMENT
- (S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%
- (F) INDICATEDS PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

X"	CURB HEIGHT
XXX.XX	PROPOSED TOP OF CURB ELEVATION
B=XXX.XX	PROPOSED BITUMINOUS SURFACE ELEVATION
C=XXX.XX	PROPOSED CONCRETE SURFACE ELEVATION
G=XXX.XX	PROPOSED GUTTER ELEVATION

HORZ. SCALE 0 5 10 FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_TYP.dwg 3/22/16 3:35 pm

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.

Kevin. P. Kielb
Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
PEDESTRIAN RAMP DETAILS

SHEET 23 OF 44

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

RIVERDALE DRIVE EXTENSION IMIPROVEMENTS

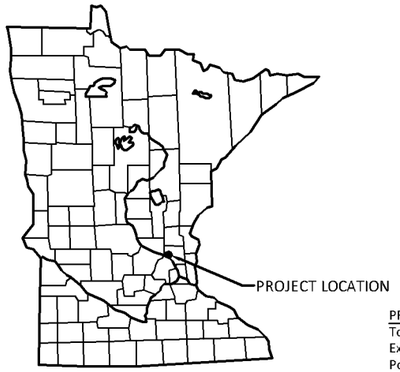
CITY OF RAMSEY
ANOKA COUNTY, MINNESOTA

SWPPP DESIGNER

UNIVERSITY OF MINNESOTA

Jason Cook

Design of Construction SWPPP (May 31 2017)



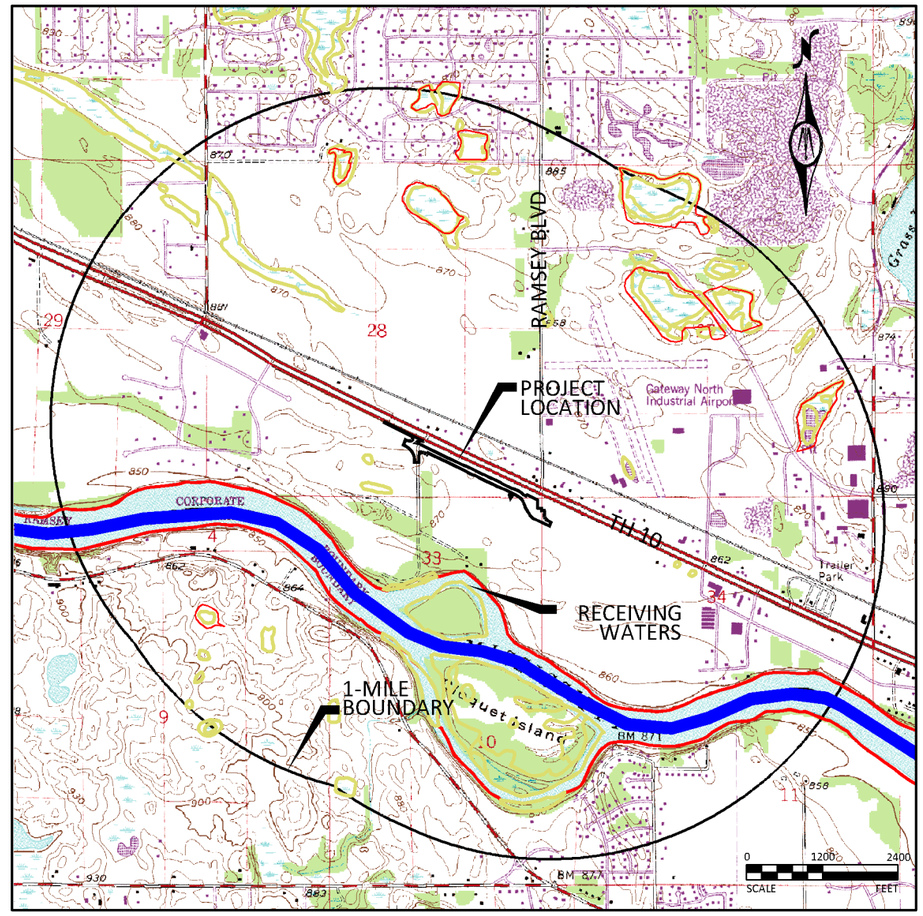
LEGEND

- PROJECT BOUNDARY
- IMPAIRED, SPECIAL OR PROTECTED WATERS
- RECEIVING WATERS

PROJECT AREAS:

Total Project Size (disturbed area) =	6.8	ACRES
Existing area of impervious surface =	1.2	ACRES
Post construction area of impervious surface =	3.0	ACRES
Total new impervious surface area created =	1.8	ACRES

Planned Construction Start Date: MAY 2017
Estimated Construction Completion Date: JULY 2018



RESPONSIBLE PARTIES:
The Contractor and Owner must apply for coverage under the MPCA's neral Storm Water Permit for Construction Activity as required by the National Pollutant Discharge Elimination System (NPDEPhase II program. Coverage under the permit will begin automatically 7 calendar days after the electronic submittal date or aftthe postmarked date of a complete application. [Longer time frames apply to sites that disturb areas greater than 50 acres.]

The Contractor shall provide one or more trained Construction SWPPP anager(s) knowledgeable and experienced in the application of erosion prevention and sediment control BMPs that will oversee theplementation of the SWPPP, and the installation, inspection and maintenance of the erosion prevention and sediment control BMPA Construction SWPPP Manager must be available for an on-site inspection within 72 hours upon request by the MPCA.

	COMPANY	CONTACT PERSON	PHONE
OWNER:	CITY OF RAMSEY	BRUCE WESTBY	763-433-9825
SWPPP DESIGNER:	Bolton & Menk, Inc.	JASON COOK	763-433-2851
CONTRACTOR:			
CONSTRUCTION SWPPP MANAGER:			
PARTY RESPONSIBLE FOR LONG TERM O&M:	CITY OF RAMSEY	BRUCE WESTBY	763-433-9825
MINNESOTA POLLUTION CONTROL AGENCY		DUTY OFFICER	800-422-0798 OR 651-649-5451

The SWPPP Designer and Construction SWPPP Manager must have appriate training. Documentation showing training commensurate with the job duties and responsibilities is required to beluded in the SWPPP prior to any work beginning on the site. Training documentation for the SWPPP Designer is included on thiheet. The Contractor shall attach training documentation to this SWPPP for the Construction SWPPP Manager prior to the start of cstruction. This information shall be kept up to date until the project NOT is filed.

ADDITIONAL COMPENSATION
Payment for all work associated with Erosion and Sediment Control shae as described in the Project Manual. Unless otherwise authorized by the Owner no additional payment shall be made for any ork required to administer and maintain the site erosion and sediment control in compliance with the Minnesota Pollution Control Ancy (MPCA) - General Storm Water Permit for Construction Activity (MN R100001) including but not limited to inspection, maintence, and removal of BMPs or addition of BMPs to accommodate Contractor phasing.

SPECIAL ENVIRONMENTAL CONSIDERATIONS:

1)	Was an environmental review required for this project or any rt of a common plan of development or sale that includes all or any portion of this project?	NO
2)	Does any portion of the site have the potential to affect threatied or endangered species or their critical habitat?	NO
3)	Does any portion of this site discharge to a Calcareous fen.	NO
4)	Will any portion of the site potentially affect properties listed the National Register of Historic Places or a known or discovered archeological site?	NO
5)	Have any Karst features have been identified in the project vicinity?	NO
6)	Is compliance with temporary or permanent stormwater manement design requirements infeasible for this project?	NO
7)	Has the MN DNR promulgated "work in water restrictions" forny Public Water this site disharges to during fish spawning?	NO

GENERAL STORMWATER DISCHARGE REQUIREMENTS
All requirements listed in Part III of the Permit for the design of the permanent stormwater management system and discharge have been included in the preparation of this SWPPP. These include burare not limited to::

1. The expected amount, frequency, intensity, and duration of precipitation.
2. The nature of stormwater runoff and run-on at the site
3. Peak flow rates and stormwater volumes to minimize erosion atitlets and downstream channel and stream bank erosion.
4. The range of soil particle sizes expected to be present on the site.

PERMANENT STORMWATER MANAGEMENT SYSTEM:
Type of storm water management used if more than 1 acre of new imervious surface is created:

	Wet Sedimentation Basin
X	Infiltration/Filtration
	Regional Pond
	Permanent Storm Water Management Not Required

PROJECT LOCATION:

COUNTY	TOWNSHIP	RANGE	SECTION	LATITUDE	LONGITUDE
ANOKA	32N	25W	28, 33, 34	45°13'38" N	93°27'13" W

BMP SUMMARY	QUANTITY	UNIT
STORM DRAIN INLET PROTECTION	20	EACH
EROSION CONTROL BLANKET CATEGORY 3N	8095	SQ YD
RANDOM RIPRAP CLASS III	24	TON
SEDIMENT CONTROL LOG TYPE COMPOST	100	LIN FT
STABILIZED CONTRUCTION EXIT	1	LUMP SUM
HYDRAULIC BONDED FIBER MATRIX	13750	POUND

DESCRIPTION OF CONSTRUCTION ACTIVITIES AND STORMWATER MANAGEMENT:
Construction activities include: Site grading, pond excavation, watenain extensions, storm sewer construction, temporary erosion and sediment control, concrete curb & gutter, roway and trail paving, and permanent stabilization.

The project consists of construction of 0.5 miles of new street. The sting site consists of native prairie and drains to the Mississippi River. The proposed storm sewer system provides infiltration basin that will provide water quality treatment and ultimately discharge to the Mississippi River.

DOCUMENT RETENTION
The following documentation will be retained for a period of not lesnan 3-years from the date of submittal of the NOT in compliance with Part III.E of the Permit.

1. The final SWPPP
2. Copies of all stormwater related permits required for the project
3. Records of all inspection and maintenance conducted during construction
4. Copies of all permanent operation and maintenance agreemer; including all right-of-way, contracts, covenants and other binding requirements regarding perpetual maintenance, and
5. All required calculations for design of the temporary and permanent BMPs.

RECEIVING WATERS:
Receiving waters, including surface water, wetlands, Public Waters, and stowater ponds, are identified on the USGS 7.5 min quad map within one mile of the project boundary. Receiving waters that are impaireche impairment, and WLA are listed as follows. All specific BMPs relative to construction activities listed in this permit for special and paired waters have been incorporated into this plan. All specific BMPs listed in approved TMDLs and those BMPs listed for constructin related waste load allocations have also been incorporated.

NAME OF WATER BODY	TYPE (ditch, pond, wetland, lake, etc.)	Appendix A Special Water?	Flows to Impaired Water Within 1 Mile?	USEPA Approved TMDL?
MISSISSIPPI RIVER	RIVER	YES	YES	YES
Impairments: NOT FOR CONSTRUCTION, MERCURY & PCB IN FISH TISSUE				

IMPLEMENTATION SCHEDULE AND PHASING:

1) Submit SWPPP Updates to Engineer. Submittal shall include any requed changes to the SWPPP, including but not limited to: Trained Personnel, Locations for Stockpiles, Concrete Washout, Saniton Facilities, Types and Locations of Erosion & Sediment Control. Failure to submit updates shall be considered acceance of the SWPPP as designed with no changes.
2) Install perimeter sediment control, inlet protection, and construction exit.
3) Remove existing impervious surfaces, clear and grub trees
4) Strip and stockpile top soil
5) Rough grade site
6) Install underground utilities
7) Install proposed impervious surfaces
8) Add additional temporary BMPs as necessary during construction based on inspection reports.
9) Ensure final stabilization measures are complete.
10) Submit Notice of Termination (NOT) to MPCA within 30 days of final stabilization.

© Bolton & Menk, Inc. 2017, All Rights Reserved

H:\RAMS\R16111092\CAD\C3D\SWPPP\SWPPP_02_10_2016\CAD\SWPPP_1_PROJ_INFO_MAP.dwg 3/8/16 12:02 pm

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.

Kevin P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
STORMWATER POLLUTION PREVENTION PLAN

Information contained in this SWPPP narrative sheet summarizes requirements of the GENERAL PERMIT AUTHORIZATION TO DISCHARGE STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM/STATE DISPOSAL SYSTEM PROGRAM - Permit No: MN RI0000I as they apply to this project. All provisions of the permit including those not specifically cited herein shall apply to this project. The Contractor is responsible to be familiar with and comply with all conditions of the permit. The full text of the permit is available at: http://www.pca.state.mn.us/index.php/water/water-types-and-programs/stormwater/construction-stormwater/mpca-to-re-issue-construction-stormwater-general-permit.html.

SWPPP AMENDMENTS

Permittee must amend SWPPP as necessary to include additional requirements to correct problems identified or address the following situations.

1. There is a change in design, construction, operation, maintenance, weather or seasonal conditions.
2. Inspections or investigations by site owner or operators, USEPA or MPCA officials determine the SWPPP is not minimizing discharge of pollutants to surface waters or underground waters or discharges are causing water quality standard exceedances.
3. The SWPPP is not achieving the objectives of minimizing pollutants in stormwater discharges associated with construction activity, or the SWPPP is not consistent with the terms and conditions of the permit.
4. The MPCA determines that the project's stormwater discharges may cause, have reasonable potential to cause, or contribute to non-attainment of any applicable water quality standard, or the SWPPP does not incorporate the applicable requirements of the permit.

EROSION PREVENTION PRACTICES:

The location of areas not to be disturbed must be delineated on the project before site work begins.

Disturbance on steep slopes (>33.3%) shall be minimized. Where required, techniques such as phasing and stabilizing practices designed for steep slopes shall be used.

All exposed soils must be stabilized as soon as possible but in no case later than 7 days after the construction activity has temporarily or permanently ceased.

For public waters that have been promulgated "work in water restrictions" during fish spawning time frames, all exposed soil areas that are within 200 feet of the water's edge, and drain to these waters must complete stabilization within 24-hours during the time period.

Stormwater conveyance channels shall be routed around unstabilized areas. Erosion controls and velocity dissipation devices shall be used at outlets within and along the length of any constructed conveyance channel.

The normal wetted perimeter of all ditches or swales, including storm water management pond slopes, that drain waters from the site must be stabilized within 200' of any property edge or discharge point, including storm sewer inlets, within 24 hours of connection.

Stabilization of the remaining portions of any temporary or permanent ditches or swales with 7 calendar days after connecting to a surface water or property edge and construction in that portion of the ditch has temporary or permanently ceased.

Temporary or permanent ditches or swales used as sediment containment during construction do not need to be stabilized during temporary period of use and shall be stabilized within 24 hours after no longer used as sediment containment.

Mulch, hydromulch, tackifier, or similar practice shall not be used in any portion of a temporary or permanent drainage ditch. Refer to erosion and sediment control plan for temporary and permanent stabilization measures for ditches and swales.

Stormwater discharges shall be directed to vegetated areas where feasible. Velocity dissipation devices shall be used at discharge point.

Phased construction will be used to extent practical or as indicated in the plans to minimize exposed soils.

Rapid stabilization shall be of type and quantity indicated in the project specifications. Additional rapid stabilization may be necessary to minimize erosion throughout the duration of the project. Type and quantity shall be determined by the engineer or inspector prior to installation. In extreme cases, the contractor shall use any available rapid stabilization to immediately mitigate erosion, then further remedy the situation with approval by owner or engineer.

SEDIMENT CONTROL PRACTICES:

Practices must be established on all down gradient perimeters and be located up gradient of any buffer zones. Perimeter controls must be in place before up gradient land- disturbing activities begin and shall remain in place until final stabilization.

All sediment controls practices shall be re-installed if they have been adjusted or removed to accommodate short-term activities and replaced immediately after the short term activity has ceased. Short term activities shall be performed as quickly as possible. Sediment control practices shall be re-installed even before the next precipitation event if the activity is not complete.

All storm drains must be protected by appropriate BMPs during construction until all sources to the inlet have been stabilized. Inlet protection may be removed for specific safety concerns identified by the Permittee or jurisdictional authority. The removal shall be documented in the SWPPP and retained on site. Temporary stockpiles must have silt fence or other effective sediment controls and shall not be placed in surface waters or natural buffers.

Vehicle tracking BMPs shall be installed to minimize track out of sediment from the construction site. Method shall be approved by engineer prior to commencement of construction activities. Street sweeping shall be used if vehicle tracking BMPs are not adequate to prevent sediment from being tracked onto the street.

Soil compaction shall be minimized and topsoil shall be preserved, unless infeasible or if construction activities dictate soil compaction or topsoil stripping.

A 100 foot natural buffer, or redundant BMPs (where a buffer is infeasible) must be maintained when a surface water is located within 100 feet of disturbance activities and site runoff flows to the surface water.

If polymers, flocculants, or other sedimentation treatment chemicals are used on site, 1) conventional erosion and sediment controls shall be sowed prior to chemical placement, 2) chemicals shall be chosen based on soil types, and expected turbidity, pH, and flow rate of stormwater flowing into the treatment system, and 3) chemicals shall be used with accepted engineering practices and dosing specifications.

TEMPORARY SEDIMENTATION BASINS:

The temporary sedimentation basin shall be constructed and made operational prior to disturbance of 5 or more acres draining to a common location.

Temporary sedimentation basins are required prior to runoff leaving the construction site or entering surface waters when 5 or more acres of disturbed soils drain to a common location. The basin must provide 3,600 cubic feet of storage below the outlet per acre drained. If hydraulic calculations are available, the temporary sedimentation basin must provide a storage volume equivalent to the 2-year, 24-hour storm, but in no case less than 1800 cubic feet per acre drained. The temporary sedimentation basin must be constructed and made operational concurrent with the start of soil disturbance up gradient of the pond. The temporary sedimentation basin shall be designed to prevent short circuiting. The outfall shall be designed to remove floatable debris, allow for complete drawdown of the pond for maintenance activities, and have energy dissipation. The emergency spillway shall be stabilized.

Temporary sedimentation basins shall be situated outside of surface waters and any required buffer zone, and must be designed to avoid draining wetlands, unless the impact is in compliance with the requirements of this permit.

Excessive sediment-laden water that is not properly filtered will not be permitted to discharge from site.

DEWATERING AND BASIN DRAINING

Turbid or sediment-laden waters related to dewatering or basin draining shall be discharged to a temporary or permanent sedimentation basin on the project site unless infeasible. The temporary or permanent basin may discharge to surface waters if the basin water has been visually checked to ensure adequate treatment has been obtained in the basin and that the nuisance conditions will not result from the discharge. Discharge points shall be adequately protected from erosion and proper velocity dissipation provided.

All water from dewatering or basin-draining activities must be discharged in a manner that does not cause nuisance conditions, erosion in the receiving channels or on down slope properties, or inundation in wetlands causing significant adverse impacts to the wetland.

If filters with backwash waters are used, the backwash water shall be hauled away for disposal, returned to the beginning of the treatment process, or incorporated into site in a manner that does not cause erosion. Backwash water may be discharged to sanitary sewer if permission is granted by the sanitary sewer authority.

POLLUTION PREVENTION:

Building products that have the potential to leach pollutants must be under cover to prevent discharge or protected by an effective means designed to minimize contact with stormwater.

Pesticides, herbicides, insecticides, fertilizers, treatment chemicals, and landscape materials must be under cover.

Hazardous materials and toxic waste must be properly stored in sealed containers to prevent spills, leaks or other discharge. Restricted access storage areas must be provided to prevent vandalism.

Solid waste must be stored, collected and disposed of in compliance with Minn. R. CH 7035.

Portable toilets must be positioned so that they are secure and will not be tipped or knocked over. Sanitary waste must be disposed of properly in accordance with Minn. R. CH 7041.

Discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded shall be prevented using drip pans or absorbents. Supplies shall be available at all times to clean up discharged materials and that an appropriate disposal method must be available for recovered spilled materials.

Exterior vehicle or equipment washing on the project site shall be limited to a defined area of the site. Runoff from the washing area shall be contained in a sediment basin or other similarly effective controls and waste from the washing activity must be properly disposed of. No engine degreasing is allowed on site.

Effective containment for all liquid and solid wastes generated by concrete and other washout operations related to construction activity shall be effectively contained. Liquid and solid washout waste shall not contact the ground, and containment must be designed so that it does not result in runoff from the washout operations or areas. A sign must be installed adjacent to each washout facility that requires site personnel to utilize the proper facilities for disposal of concrete and other washout wastes.

INFESTED WATERS:

MN DNR permits are not valid for work in waters that are designated as infested waters unless accompanied by and Infested Waters Permit or written notification from MN DNR that an Infested Waters Permit is not required. There is no exception for pre-existing permits. If a MN DNR Permit has been issued for the project and the water is later designated as infested, the Contractor shall halt all work covered by the MN DNR Permit until an Infested Water Permit or written notification that in Infested Water is not required is obtained.

INSPECTION & MAINTENANCE:

A trained person shall routinely inspect the entire construction site at least once every 7 days during active construction and within 24-hours after a rainfall event greater than 0.5 inches in 24 hours. Following an inspection that occurs within 24-hours after a rainfall event, the next inspection must be conducted within 7 days.

All inspections and maintenance conducted during construction must be recorded within 24 hours in writing and records must be retained with the SWPPP. Inspection report forms are available in the Project Specifications. Inspection report forms other than those provided shall be approved by the engineer.

Where parts of the project site have permanent cover, but work remains on other parts of the site, inspections may be reduced on these areas to once per month.

Where the site has permanent cover on all exposed areas and no construction activity is occurring anywhere on site, the site must be inspected during non-frozen conditions at least once per month for 12 months. Following the 12th month of permanent cover and no construction activity, inspections shall be terminated until construction activity resumes or notification from MPCA has been issued that erosion has been detected at the site.

During frozen ground conditions, inspections may be suspended and shall resume within 24 hours after runoff occurs or 24 hours prior to resuming construction activity, whichever is first.

Inspection and maintenance shall resume until another Permittee has obtained coverage under this Permit or the project has undergone Final Stabilization, and an NOT has bee submitted.

All erosion prevention and sediment control BMPs shall be inspected to ensure integrity and effectiveness during all routine and post-rainfall inspections. All non-functioning BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access.

All perimeter control devices must be repaired, replaced, or supplemented when they become non-functional or the sediment reaches one-half (1/2) of the height of the device. These repairs must be made by the end of the next business day after discovery, or as soon as field conditions allow.

Temporary and permanent sediment basins must be drained and the sediment removed when the depth of sediment collected in the basin reaches one-half (1/2) the storage volume. Drainage and sediment removal must be completed within 72 hours of discovery, or as soon as field conditions allow.

Surface waters, including drainage ditches and conveyance systems, must be inspected for erosion and sediment deposition during each inspection. All deltas and sediment deposited in drainage ways, catch basins, and other drainage systems shall be removed. The removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints. The Permittee is responsible for obtaining all applicable permits prior to conducting any work in surface waters.

Construction site vehicle exit locations must be inspected for evidence of off-site sediment tracking onto paved surfaces. Tracked sediment must be removed from all paved surfaces both on and off site within 24-hours of discovery, or if applicable, within a shorter time to comply with the permit.

Streets and other areas adjacent to the project must be inspected for evidence of off-site accumulations of sediment. If sediment is present, it must be removed in a manner and at a sufficient frequency to minimize off-site impacts.

All infiltration areas must be inspected to ensure that no sediment from ongoing construction activity is reaching the infiltration area and that equipment is not being driven across the infiltration area.

FINAL STABILIZATION:

Final Stabilization is not complete until all of the following requirements have been met:

1. All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70% of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
2. Permanent stormwater management system is constructed, meets all requirements of the Permit, and is operating as designed. Temporary or permanent sedimentation basins that are to be used as permanent water quality management basins have been cleaned of any accumulated sediment. All sediment has been removed from conveyance systems, and ditches are stabilized with permanent cover.
3. All temporary synthetic and structural erosion prevention and sediment control BMPs have been removed. BMPs designed to decompose on site may be left in place.
4. For residential construction only, individual lots are considered finally stabilized if the structure(s) are finished, temporary erosion protection and down gradient perimeter control has been completed and the residence has been sold to the homeowner. Also, the "Homeowner Fact Sheet" has been provided to the homeowner.

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\SWPPP\SWPPP_02_10_2016\CAD\SWPPP_1_PROJ_INFO_MAP.dwg 3/8/16 12:02 pm

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.

Kevin. P. Kielb

LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

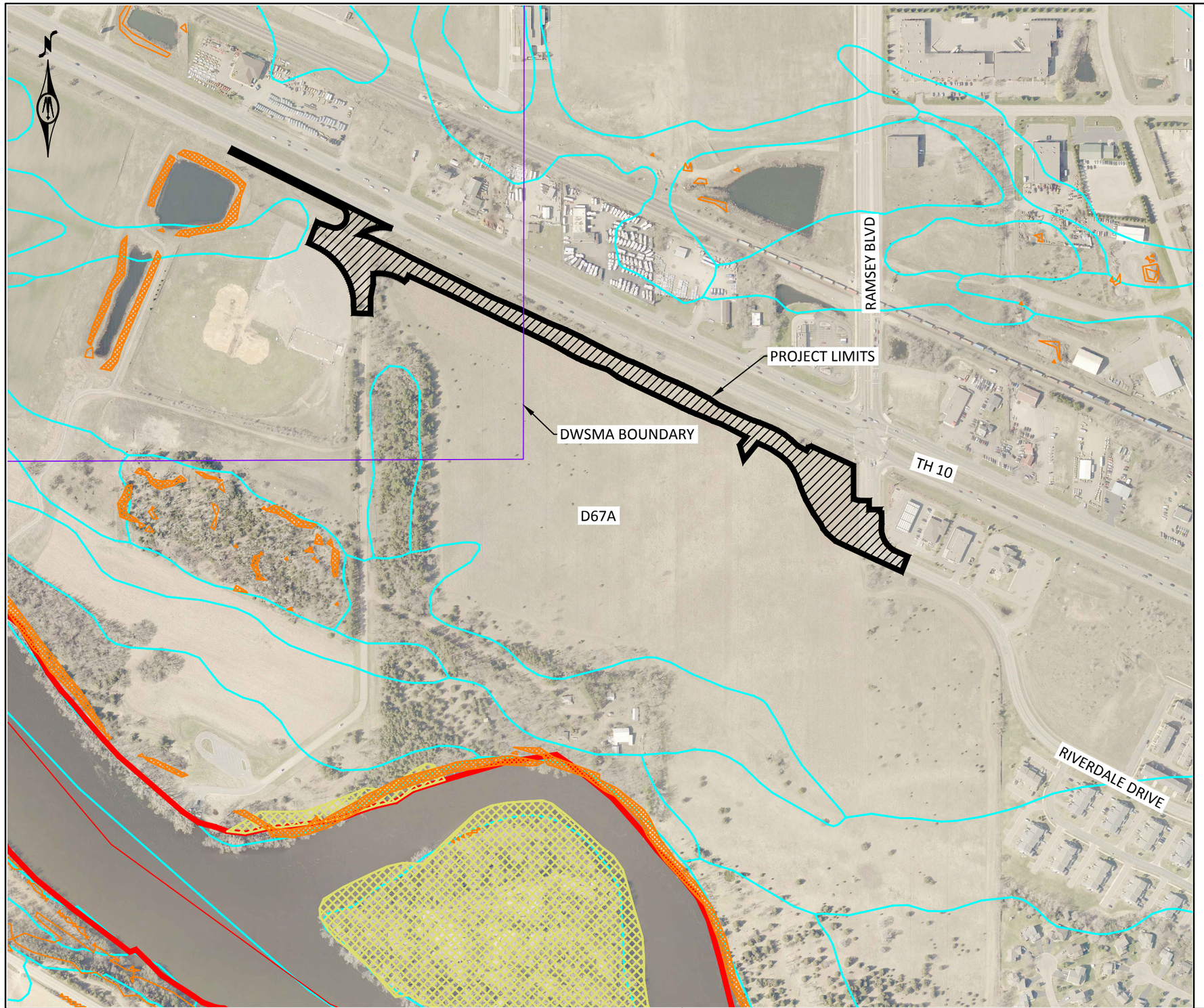
City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
STORMWATER POLLUTION PREVENTION PLAN



LEGEND

- PROJECT BOUNDARY
- SOIL TYPE
- IMPAIRED, SPECIAL OR PROTECTED WATERS
- NATIONAL WETLANDS INVENTORY
- DWSMA, LOW VULNERABILITY
- STEEP SLOPES (>33.3%)

SOIL TYPE SUMMARY

Map Unit Symbol	Soil Name	Hyd. Soil Group	Erodibility
D67A	Hubbard loamy sand, Mississippi River Valley, 0 to 2 percent slopes	A	NHEL

NHEL - Not Highly Erodible Land
PHEL - Potentially Highly Erodible Land
HEL - Highly Erodible Land

LOCATION OF SWPPP REQUIREMENTS IN PROJECT PLAN

DESCRIPTION	SHEET NO.
SITE MAP	24
DIRECTION OF FLOW	27
FINAL STABILIZATION	27
SOILS	26
DRAINAGE STRUCTURES	5
DRAINAGE TABULATION	5
STORM SEWER PLAN/PROFILE SHEETS	30 - 35
EROSION & SEDIMENT CONTROL DETAILS	10
EROSION CONTROL TABULATION	5
TURF ESTABLISHMENT TABULATION	5
NARRATIVE & NOTES	24 - 25

0 200 400
SCALE FEET

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\SWPPP\SWPPP_02_10_2016\CAD\SWPPP_3_SOILS.dwg 3/1/16 4:19 pm

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

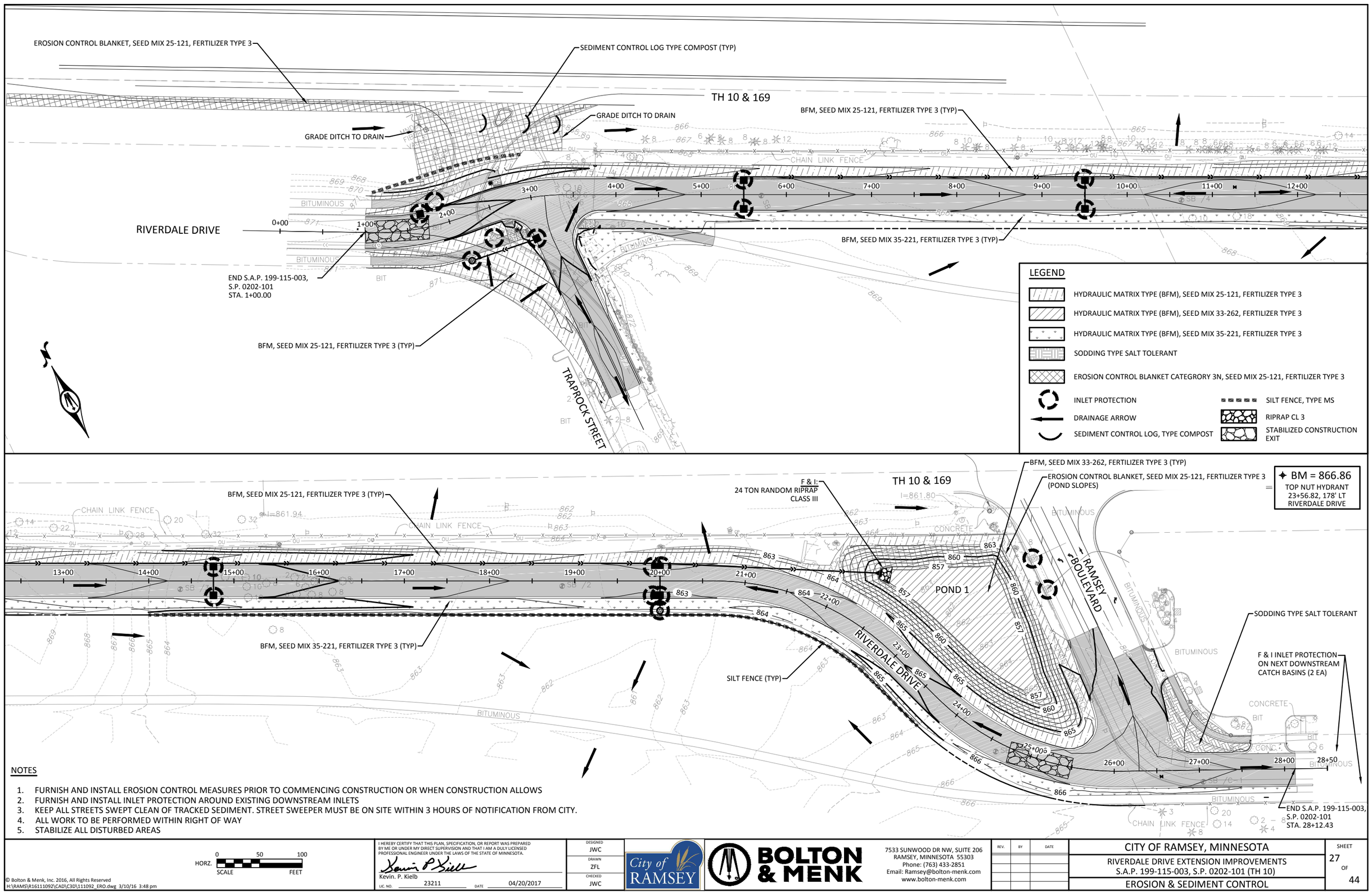
City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10=003)
STORMWATER POLLUTION PREVENTION PLAN



NOTES

1. FURNISH AND INSTALL EROSION CONTROL MEASURES PRIOR TO COMMENCING CONSTRUCTION OR WHEN CONSTRUCTION ALLOWS
2. FURNISH AND INSTALL INLET PROTECTION AROUND EXISTING DOWNSTREAM INLETS
3. KEEP ALL STREETS SWEPT CLEAN OF TRACKED SEDIMENT. STREET SWEEPER MUST BE ON SITE WITHIN 3 HOURS OF NOTIFICATION FROM CITY.
4. ALL WORK TO BE PERFORMED WITHIN RIGHT OF WAY
5. STABILIZE ALL DISTURBED AREAS

HORZ. SCALE 0 50 100 FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_ERO.dwg 3/10/16 3:48 pm

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.

Kevin. P. Kielb

LIC. NO. 23211 DATE 04/20/2017

DESIGNED	DRAWN	CHECKED
JWC	ZFL	JWC

City of RAMSEY
BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

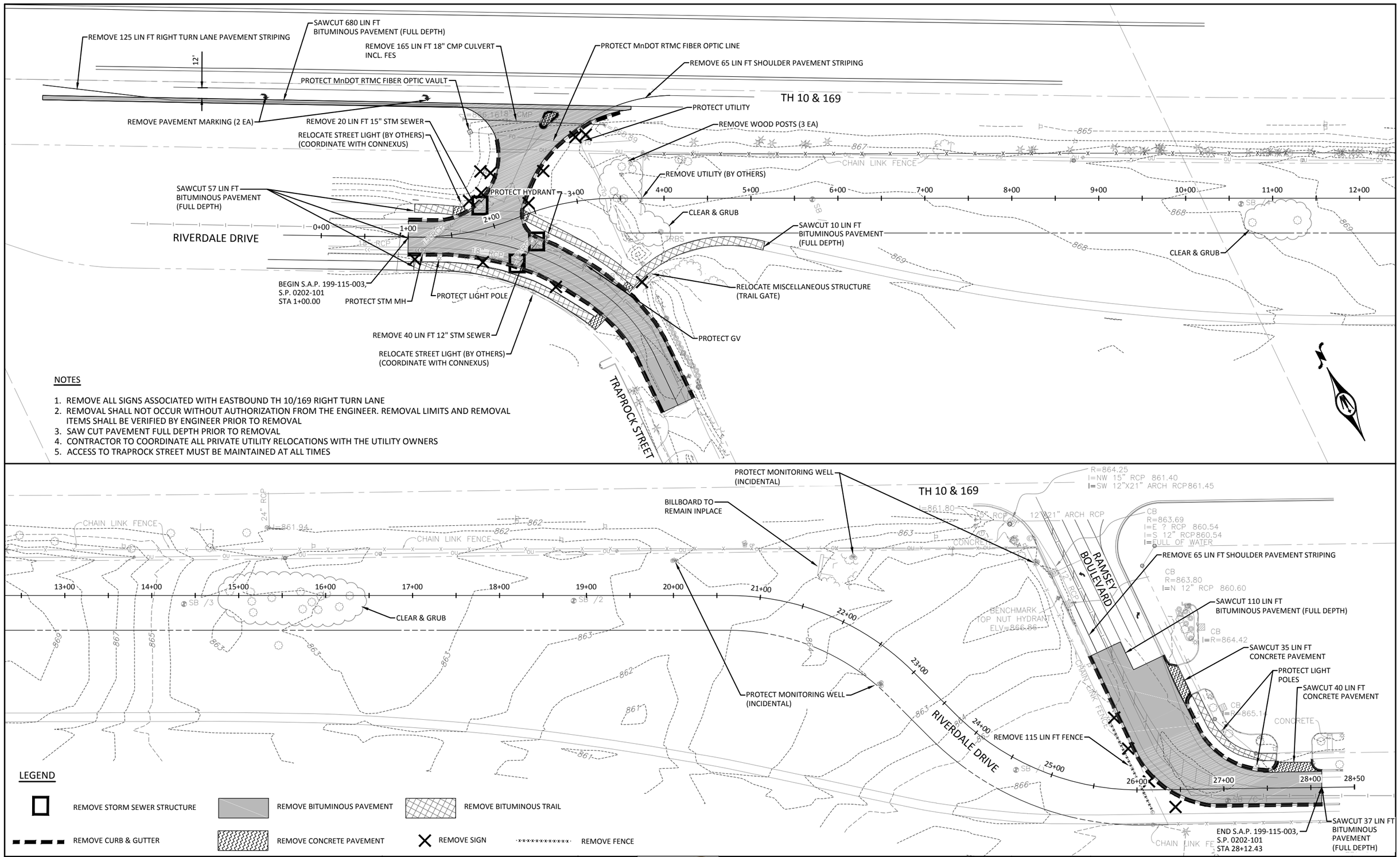
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

EROSION & SEDIMENT CONTROL

SHEET 27 OF 44



NOTES

1. REMOVE ALL SIGNS ASSOCIATED WITH EASTBOUND TH 10/169 RIGHT TURN LANE
2. REMOVAL SHALL NOT OCCUR WITHOUT AUTHORIZATION FROM THE ENGINEER. REMOVAL LIMITS AND REMOVAL ITEMS SHALL BE VERIFIED BY ENGINEER PRIOR TO REMOVAL
3. SAW CUT PAVEMENT FULL DEPTH PRIOR TO REMOVAL
4. CONTRACTOR TO COORDINATE ALL PRIVATE UTILITY RELOCATIONS WITH THE UTILITY OWNERS
5. ACCESS TO TRAPROCK STREET MUST BE MAINTAINED AT ALL TIMES

HORZ. SCALE 0 50 100 FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_REM.dwg 3/9/16 12:30 pm

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.

Kevin. P. Kielb

LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

EXISTING CONDITIONS & REMOVALS

SHEET 28 OF 44

BM = 866.86
TOP NUT HYDRANT
23+56.82, 178' LT
RIVERDALE DRIVE

LEGEND
- DRAINAGE ARROW
- RIPRAP CL 3
- 860 PROPOSED MAJOR CONTOUR
- 861 PROPOSED MINOR CONTOUR
- EXISTING CONTOUR

STM MH
R=864.25
I=NW 15" RCP
I=SW 12"X21"
ARCH RCP

12"X21" ARCH RCP

861.45

PROTECT MONITORING WELL

I=861.80

CONC

MONITORING WELL

CB
R=863.80
I=N 12" RCP 860.60

CB
I=R=864.42

CB
I=R=865.14

BITUMINOUS

RAMSEY BLVD

CHAIN LINK FENCE

POND 1
INFILTRATION BASIN
BOTTOM = 857.00
100 HWL = 860.80

10'

1:4

FES 1

18" STM

PROTECT BILLBOARD

SIGN

RIVERDALE DRIVE

22+00

23+00

24+00

25+00

26+00

27+00

21+00

STEEL POST

SB /1

PROTECT MONITORING WELL

857 860 863 864 865 866

HORZ. 0 20 40
SCALE FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_ERO.dwg 3/10/16 3:48 pm

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

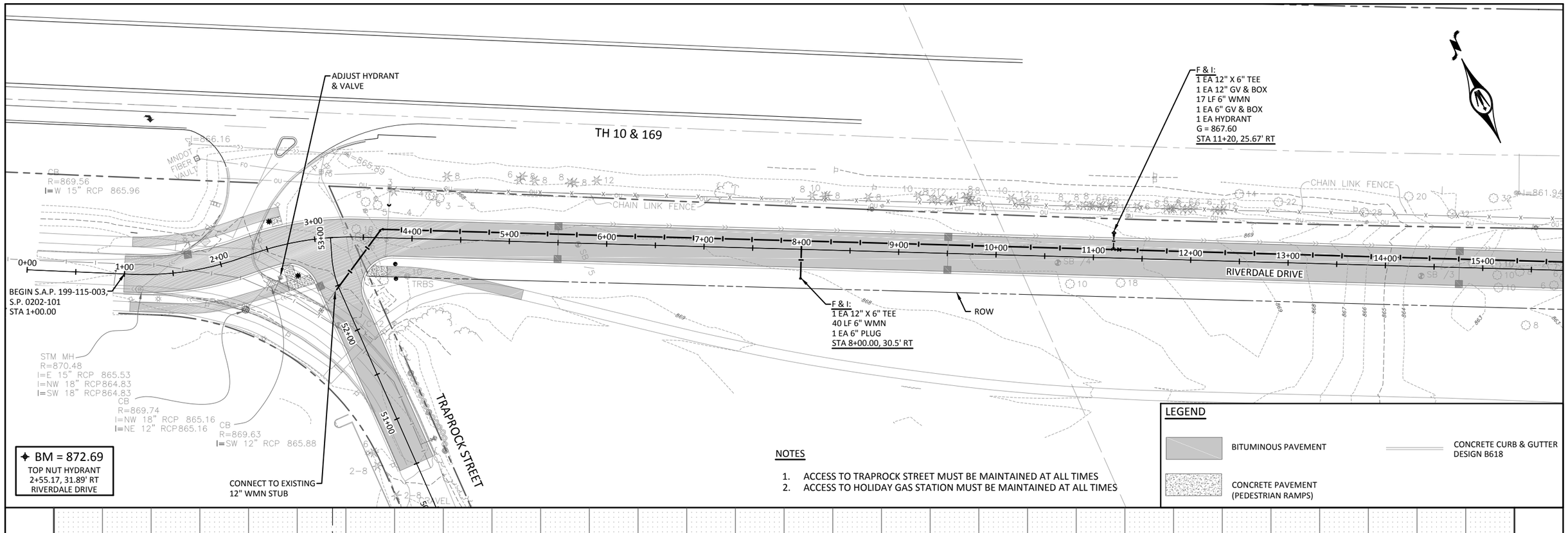
BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
POND GRADING

SHEET 29 OF 44



HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 5 10 FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_AL1_OPT3.dwg 3/10/16 3:52 pm

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
RIVERDALE DRIVE - P & P - WATERMAIN

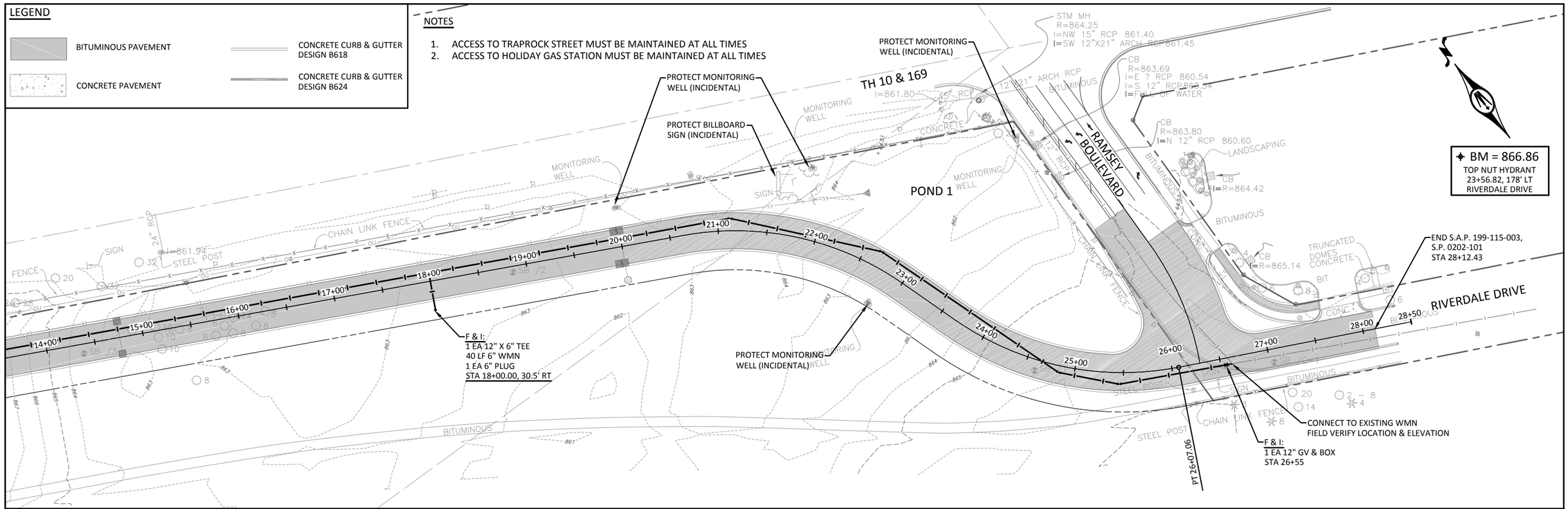
SHEET 30 OF 44

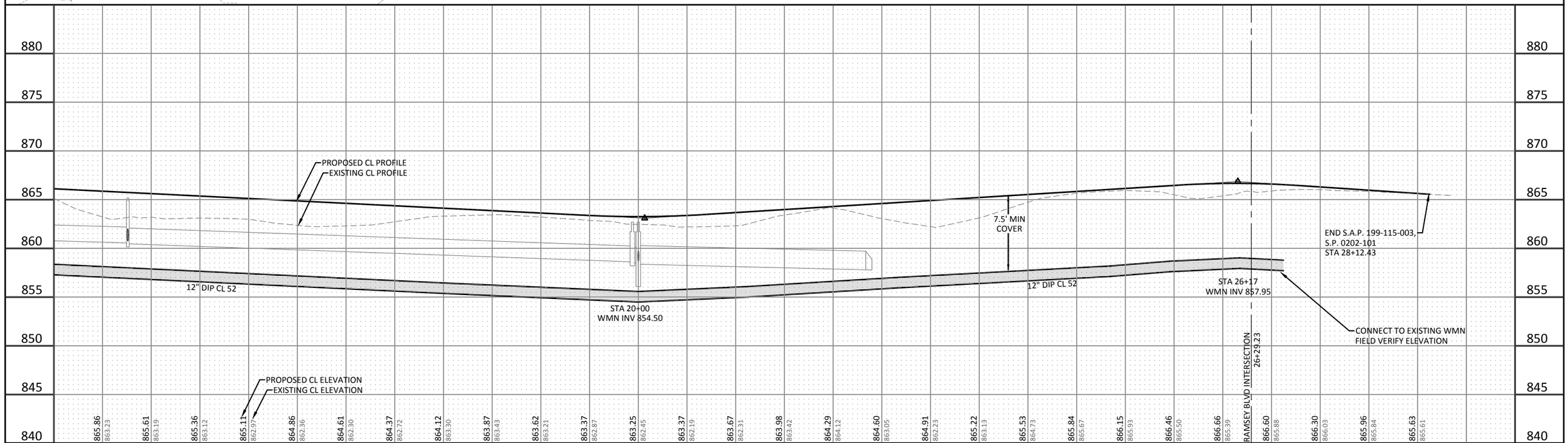
LEGEND

- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE CURB & GUTTER DESIGN B618
- CONCRETE CURB & GUTTER DESIGN B624

NOTES

1. ACCESS TO TRAPROCK STREET MUST BE MAINTAINED AT ALL TIMES
2. ACCESS TO HOLIDAY GAS STATION MUST BE MAINTAINED AT ALL TIMES





HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 5 10 FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_AL1_OPT3.dwg 3/10/16 3:52 pm

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

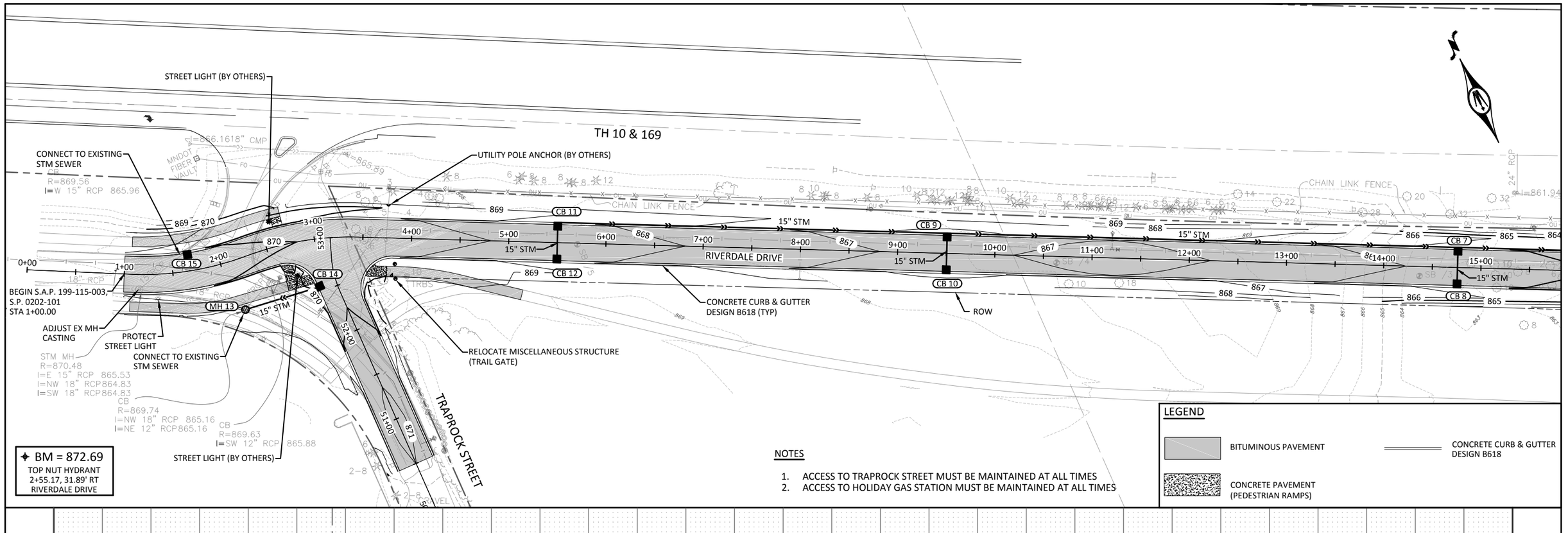
BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10=003)
RIVERDALE DRIVE - P & P - WATERMAIN

SHEET 31 OF 44



HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 5 10 FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_AL1_OPT3.dwg 3/10/16 3:52 pm

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
RIVERDALE DRIVE - P & P - STREET & STORM SEWER

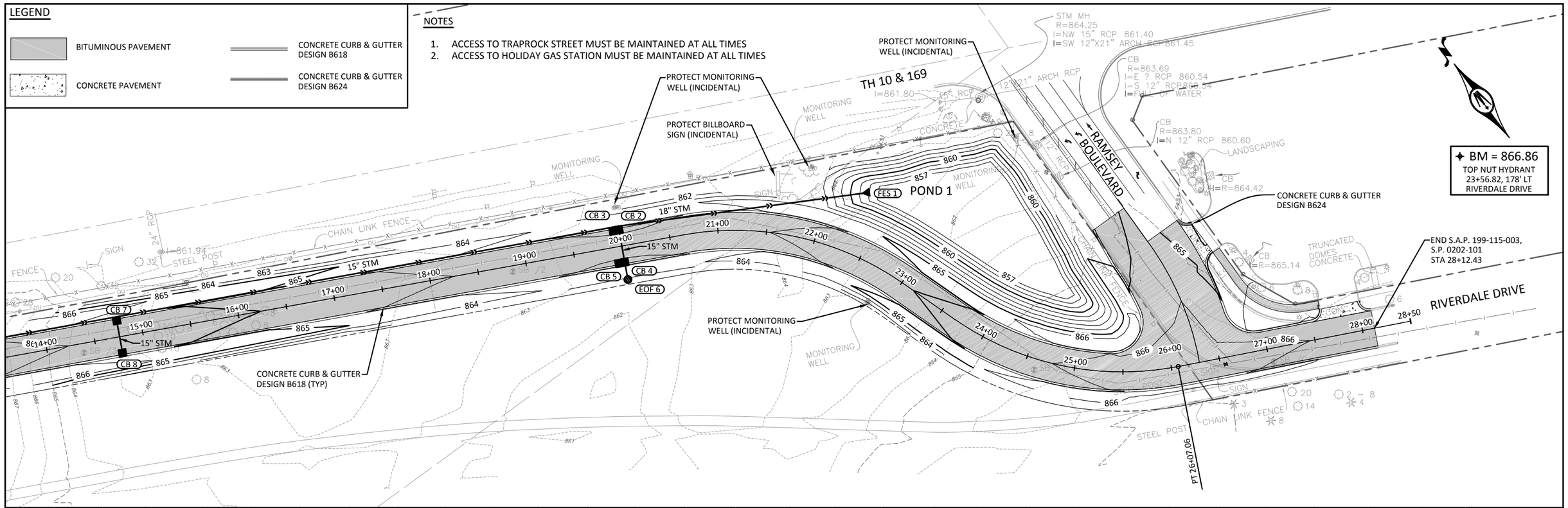
SHEET 32 OF 44

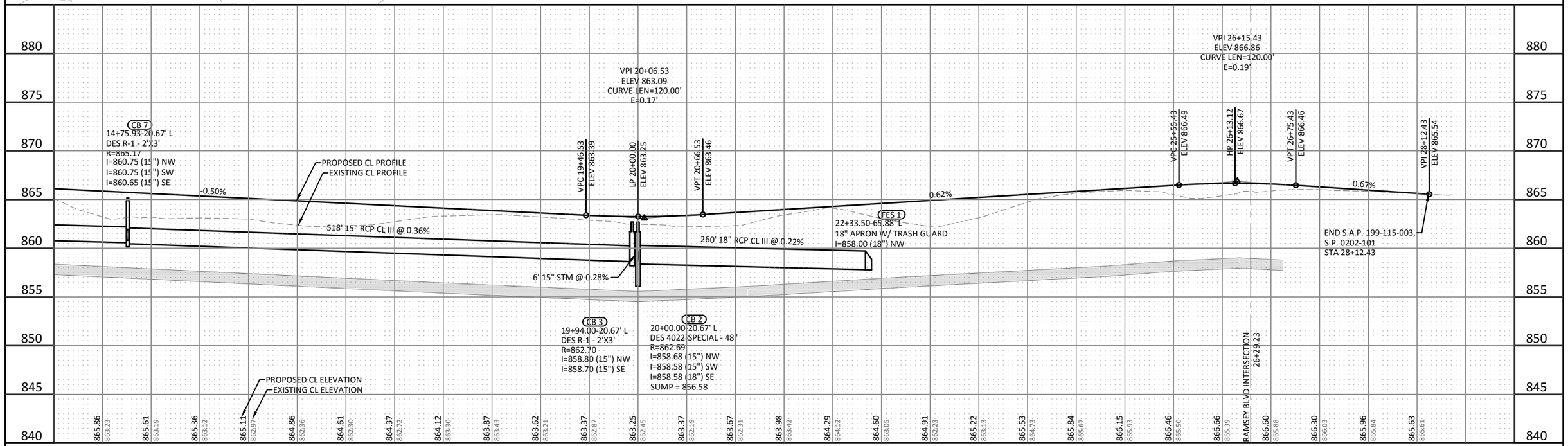
LEGEND

- BITUMINOUS PAVEMENT
- CONCRETE PAVEMENT
- CONCRETE CURB & GUTTER DESIGN B618
- CONCRETE CURB & GUTTER DESIGN B624

NOTES

1. ACCESS TO TRAPROCK STREET MUST BE MAINTAINED AT ALL TIMES
2. ACCESS TO HOLIDAY GAS STATION MUST BE MAINTAINED AT ALL TIMES





HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 5 10 FEET

© Bolton & Menk, Inc. 2017, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_AL1_OPT3.dwg 3/10/16 3:52 pm

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

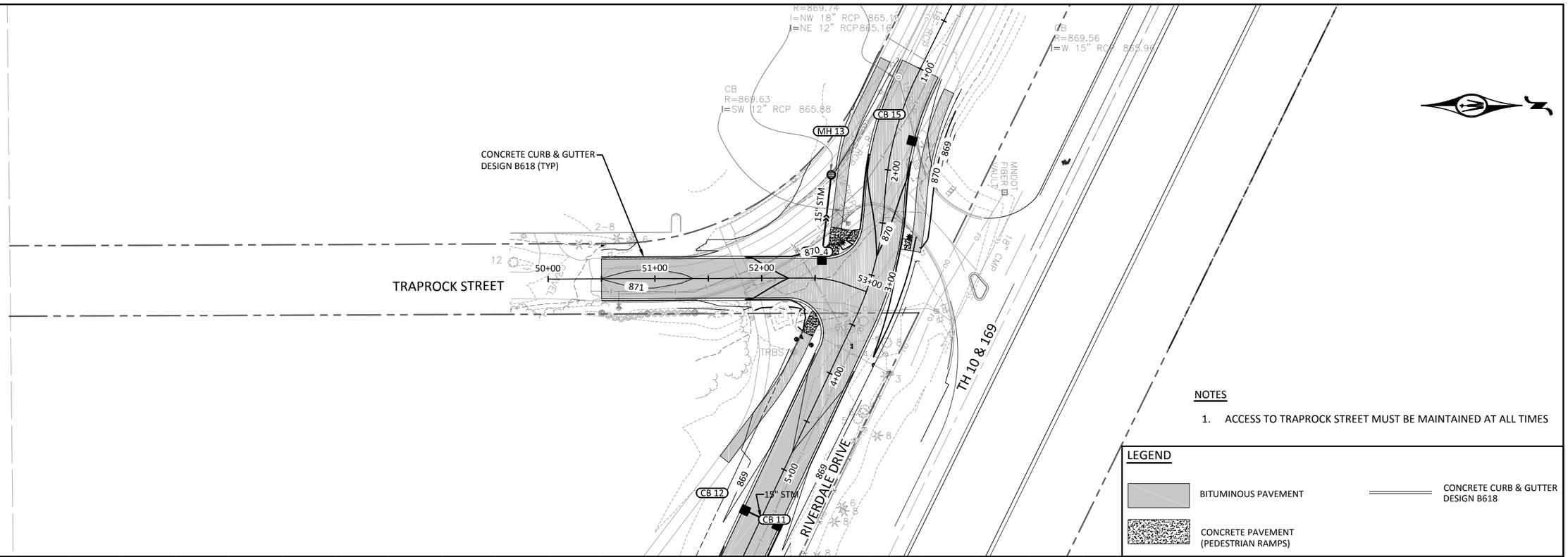
BOLTON & MENK

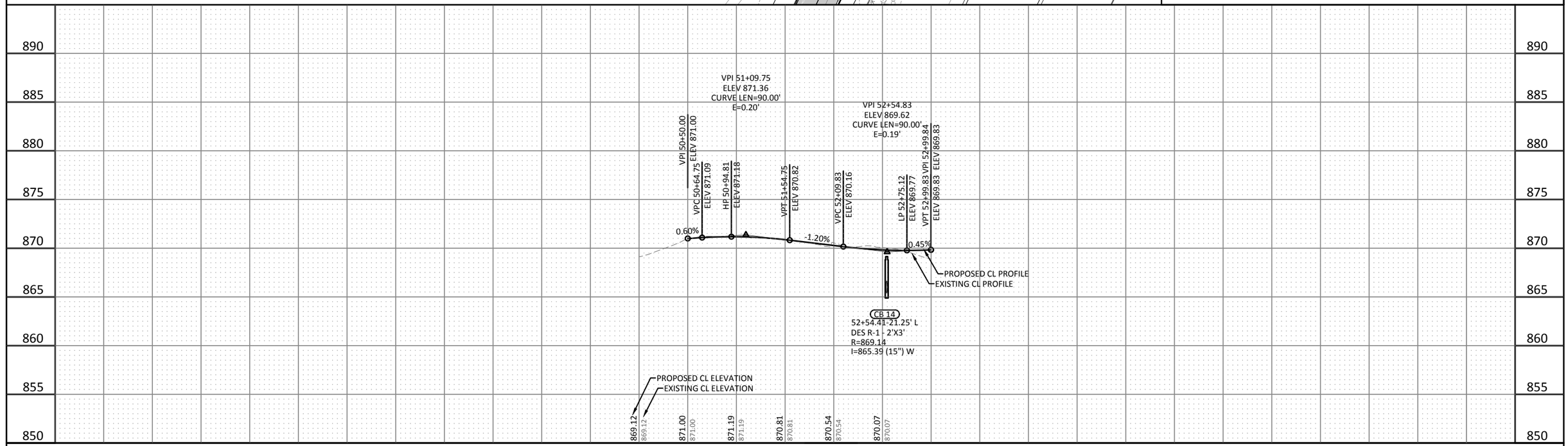
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10=003)
RIVERDALE DRIVE - P & P - STREET & STORM SEWER

SHEET 33 OF 44





HORZ. SCALE 0 50 100 FEET
VERT. SCALE 0 5 10 FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_AL1_OPT3.dwg 3/10/16 3:52 pm

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.

Kevin. P. Kielb

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

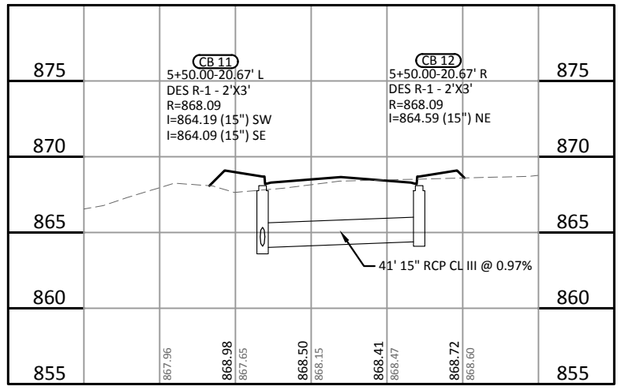
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

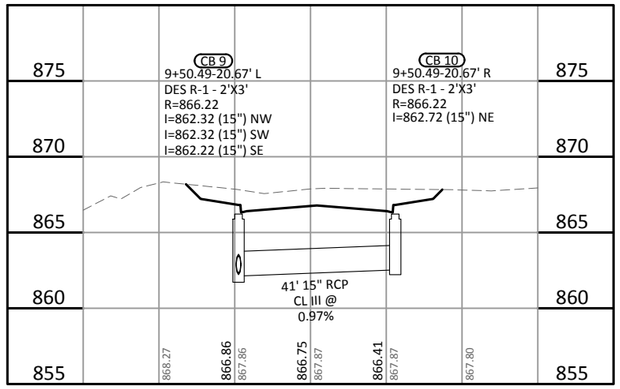
CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
TRAPROCK STREET - PLAN & PROFILE

SHEET 34 OF 44

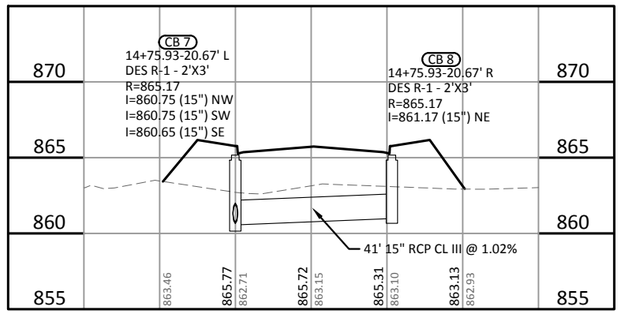
STA 50+00.00



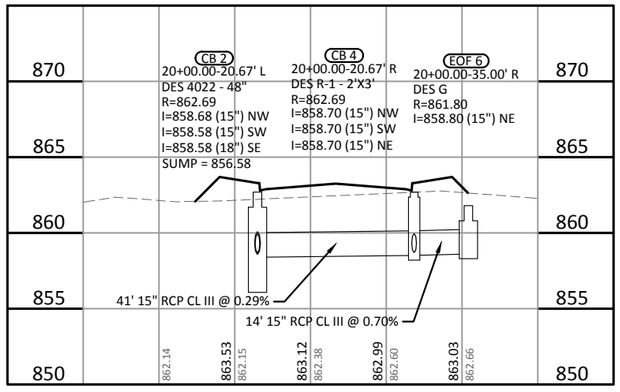
STA 9+50.49



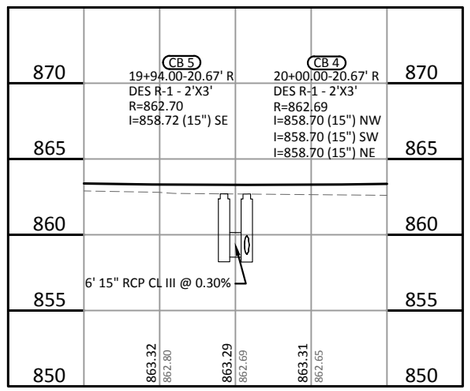
STA 14+75.93



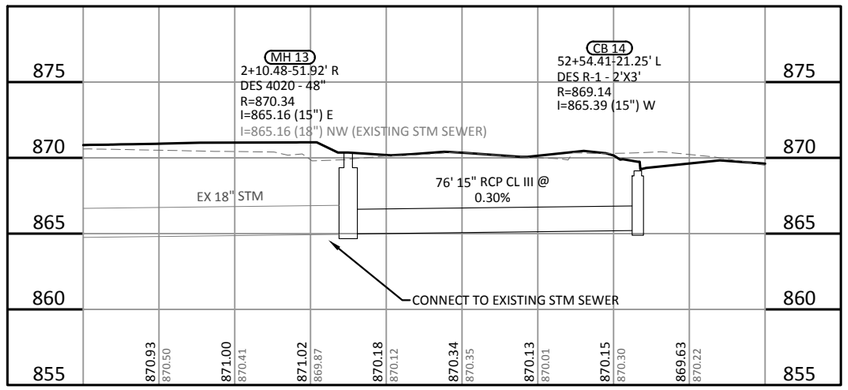
STA 20+00.00



STA 20+00.00, RT



STA 52+54.41



HORZ. SCALE 0 20 40 FEET
VERT. SCALE 0 5 10 FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_AL1_OPT3.dwg 3/10/16 3:52 pm

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.

Kevin P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

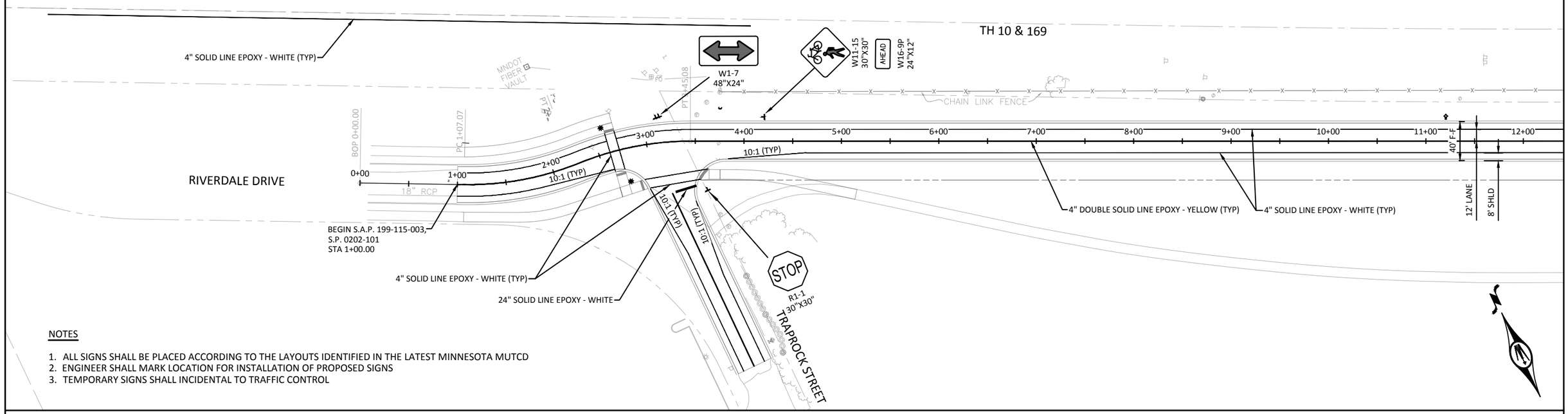
BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

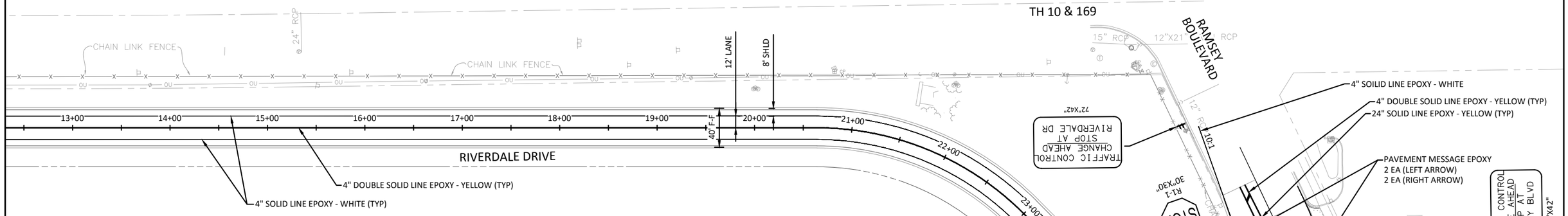
CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
STORM SEWER LEADS

SHEET 35 OF 44



NOTES

1. ALL SIGNS SHALL BE PLACED ACCORDING TO THE LAYOUTS IDENTIFIED IN THE LATEST MINNESOTA MUTCD
2. ENGINEER SHALL MARK LOCATION FOR INSTALLATION OF PROPOSED SIGNS
3. TEMPORARY SIGNS SHALL INCIDENTAL TO TRAFFIC CONTROL



SIGN LEGEND	SIGN NUMBER/SIZE	NOTES	ESTIMATED QUANTITY
STOP	R1-1 30"X30"	FURNISH AND INSTALL SIGN, POST, & ASSEMBLY	4
	W1-7 48"X24"	FURNISH AND INSTALL SIGN, POST, & ASSEMBLY	2
	W3-1 36"X36"	FURNISH AND INSTALL SIGN, POST, & ASSEMBLY	1

SIGN LEGEND	SIGN NUMBER/SIZE	NOTES	ESTIMATED QUANTITY
AHEAD	W11-15 30"X30" W16-9P 24"X12"	FURNISH AND INSTALL SIGN, POST, & ASSEMBLY	1
TRAFFIC CONTROL CHANGE AHEAD STOP AT RIVERDALE DR	72"X42"	BLACK ON ORANGE BACKGROUND, FURNISH AND INSTALL SIGN, POST, & ASSEMBLY - PERMANENTLY MOUNTED	1
TRAFFIC CONTROL CHANGE AHEAD STOP AT RAMSEY BLVD	72"X42"	BLACK ON ORANGE BACKGROUND, FURNISH AND INSTALL SIGN, POST, & ASSEMBLY - PERMANENTLY MOUNTED	1

HORZ. 0 50 100
SCALE FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_SIGN STRIP.dwg 3/16/16 5:54 pm

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.

Kevin. P. Kielb
LIC. NO. 23211 DATE 04/20/2017

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

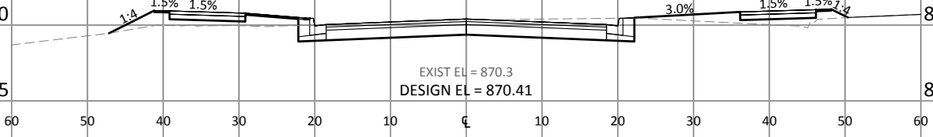
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

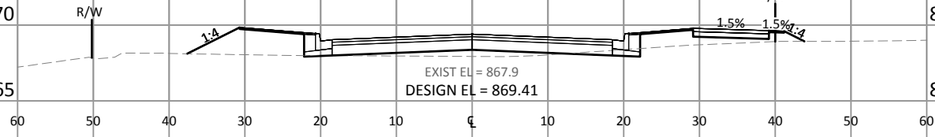
CITY OF RAMSEY, MINNESOTA
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)
SIGNING & STRIPING

SHEET 36 OF 44

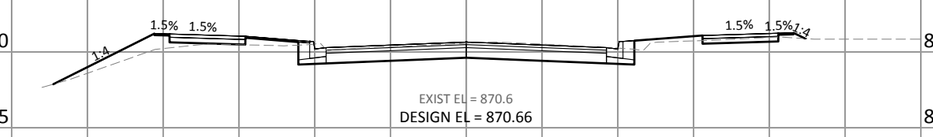
STA 2+00



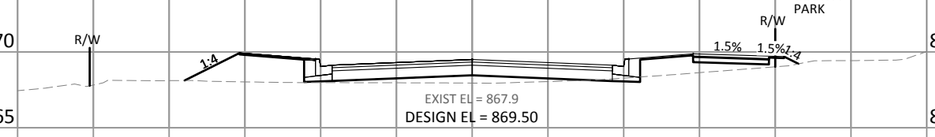
STA 4+00



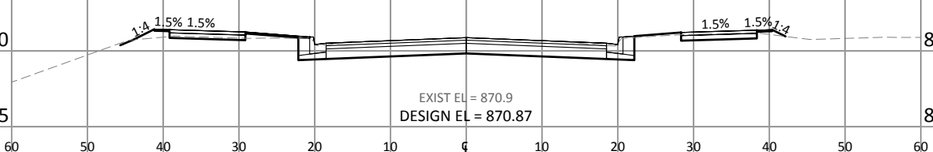
STA 1+50



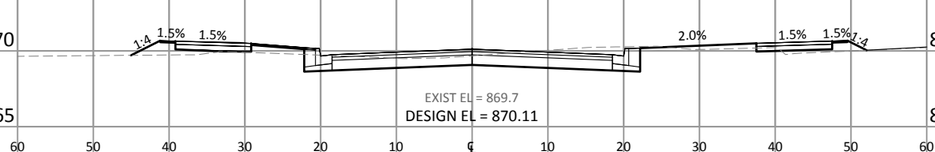
STA 3+81.48



STA 1+07.07



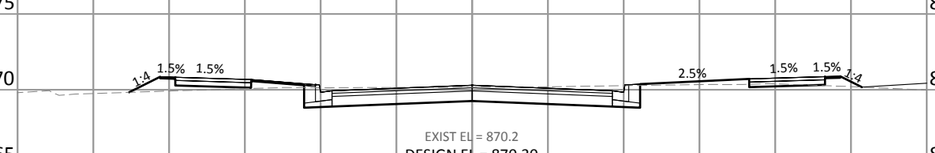
STA 2+58.51



STA 1+00



STA 2+22.23



HORIZ. 0 10 20 SCALE FEET

VERT. 0 5 10 SCALE FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_COR_OPT3.dwg 3/10/16 4:17 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

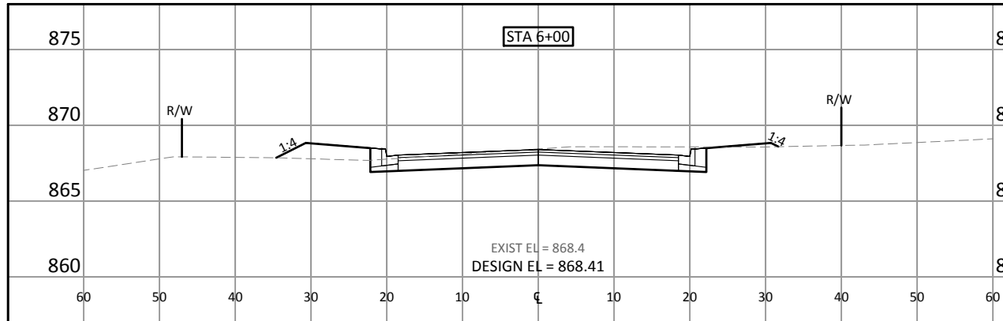
REV.	BY	DATE

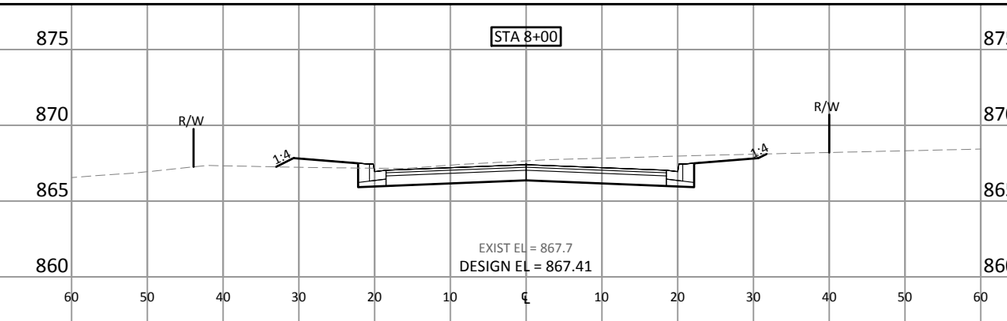
CITY OF RAMSEY, MINNESOTA

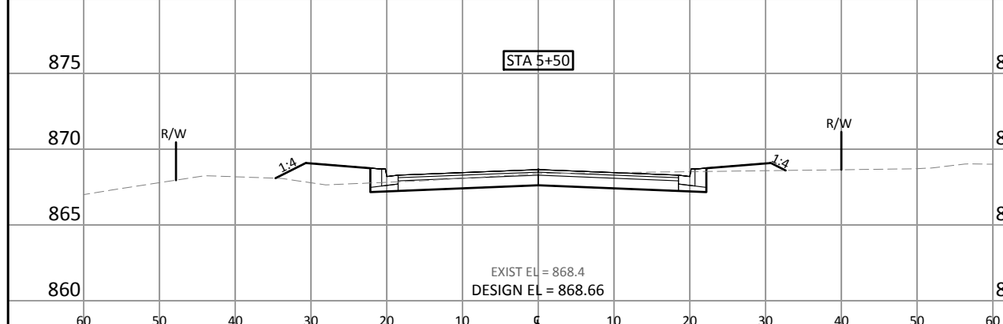
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

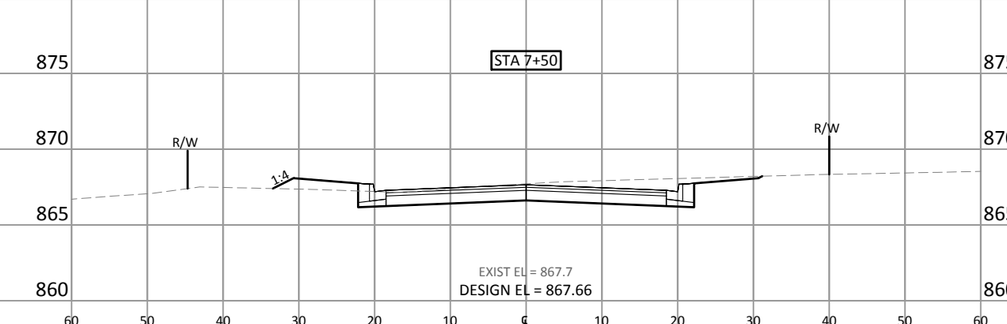
CROSS SECTIONS - RIVERDALE DRIVE

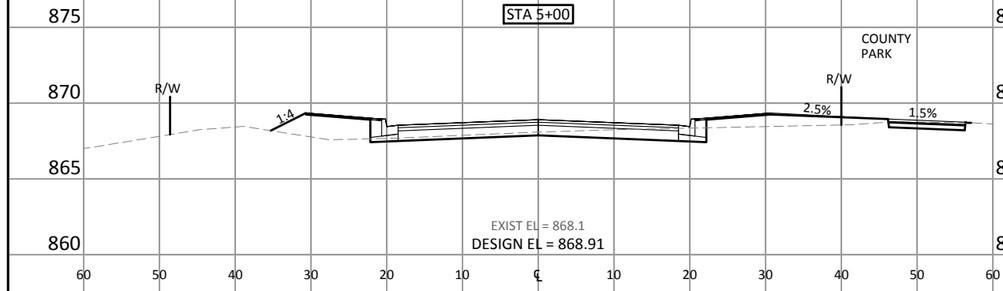
SHEET 37 OF 44

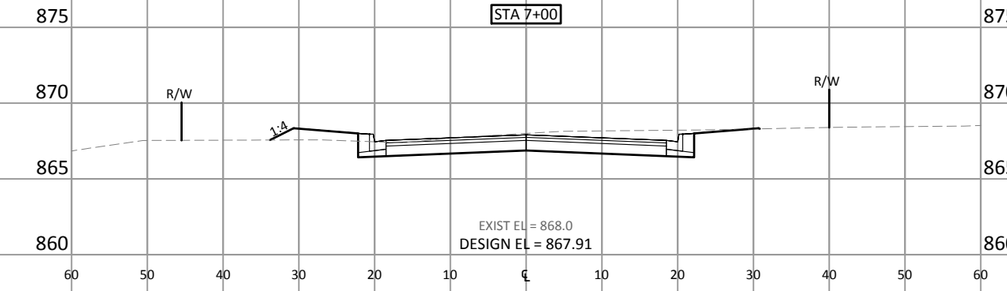


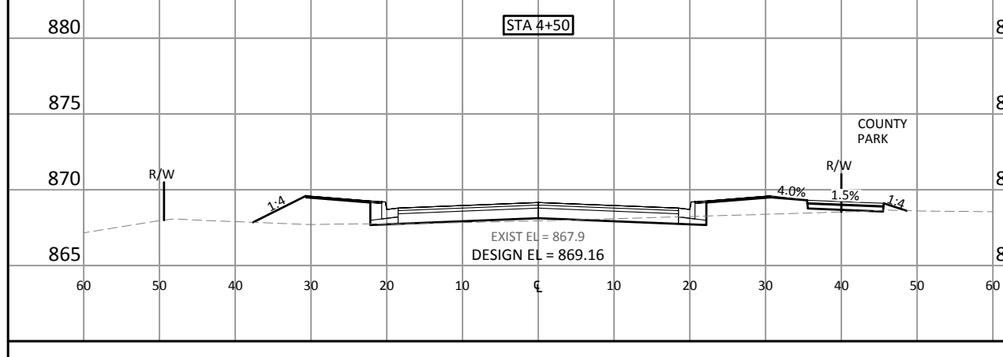


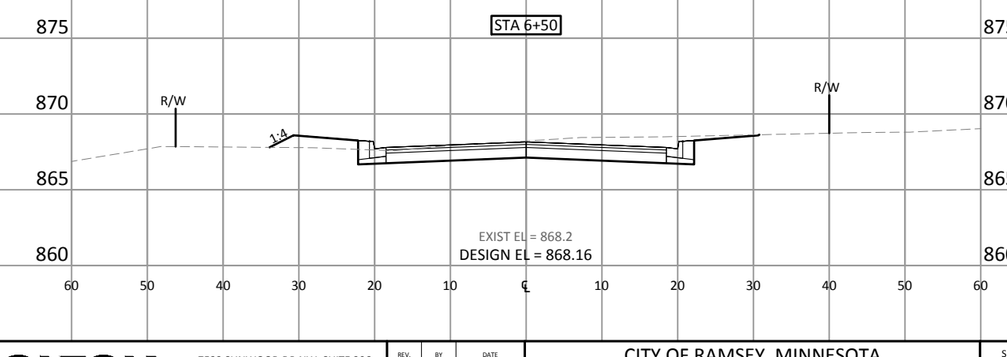












HORIZ. 0 10 20 SCALE FEET
VERT. 0 5 10 SCALE FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_COR_OPT3.dwg 3/10/16 4:17 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

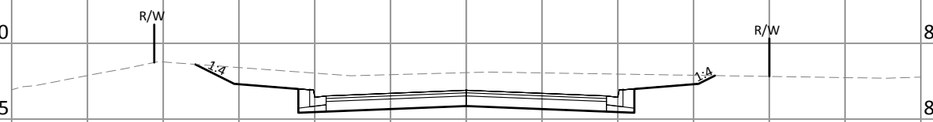
CITY OF RAMSEY, MINNESOTA

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

CROSS SECTIONS - RIVERDALE DRIVE

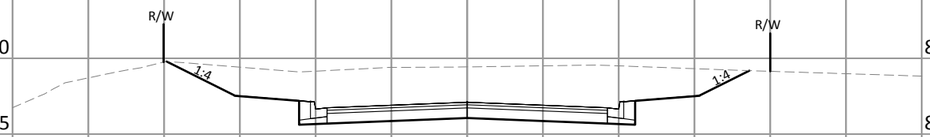
SHEET 38 OF 44

STA 10+00



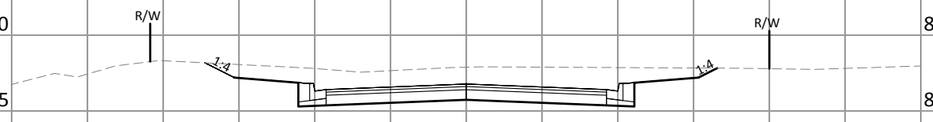
EXIST EL = 868.1
DESIGN EL = 866.90

STA 12+00



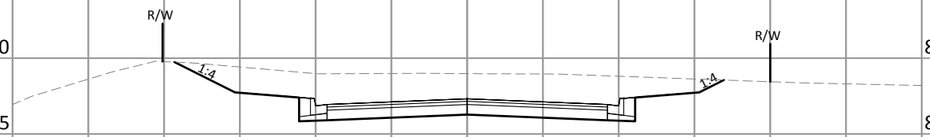
EXIST EL = 869.4
DESIGN EL = 867.11

STA 9+50



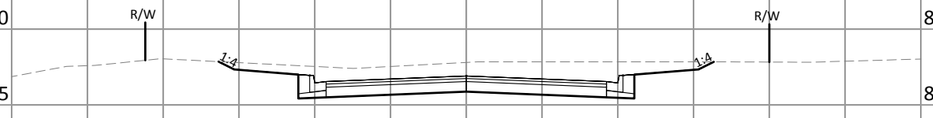
EXIST EL = 867.9
DESIGN EL = 866.78

STA 11+50



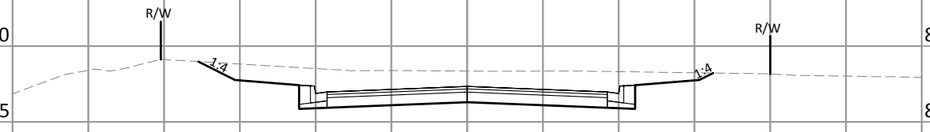
EXIST EL = 869.0
DESIGN EL = 867.32

STA 9+00



EXIST EL = 867.8
DESIGN EL = 866.91

STA 11+00



EXIST EL = 868.4
DESIGN EL = 867.34

STA 8+50



EXIST EL = 867.7
DESIGN EL = 867.16

STA 10+50



EXIST EL = 868.1
DESIGN EL = 867.15

HORIZ. 0 10 20 SCALE FEET
VERT. 0 5 10 SCALE FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_COR_OPT3.dwg 3/10/16 4:17 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

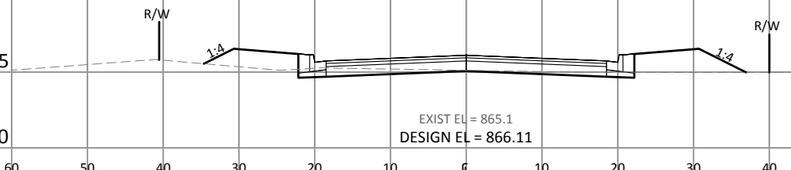
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

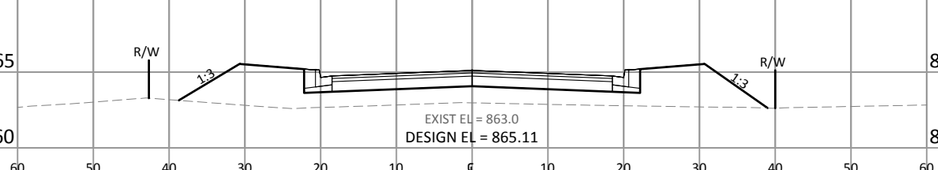
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

CROSS SECTIONS - RIVERDALE DRIVE

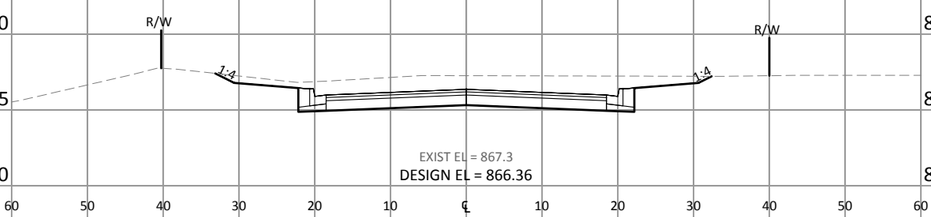
STA 14+00



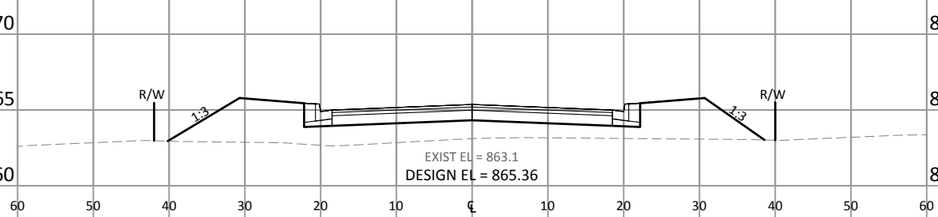
STA 16+00



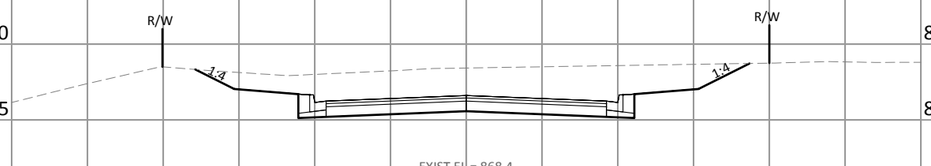
STA 13+50



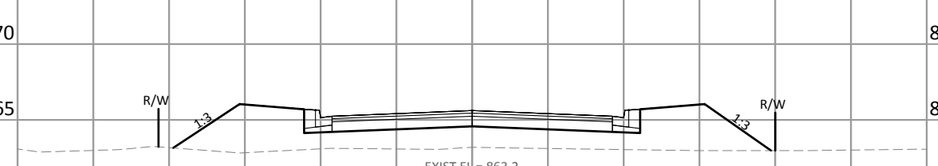
STA 15+50



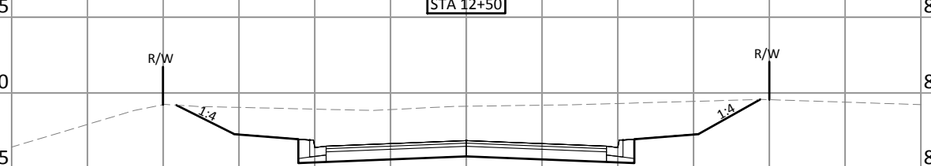
STA 13+00



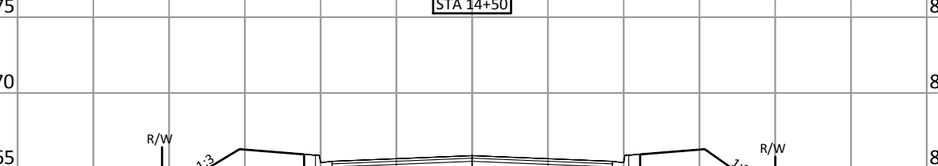
STA 15+00



STA 12+50



STA 14+50



HORIZ. 0 10 20 SCALE FEET

VERT. 0 5 10 SCALE FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved

H:\RAMS\R16111092\CAD\C3D\111092_COR_OPT3.dwg 3/10/16 4:17 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

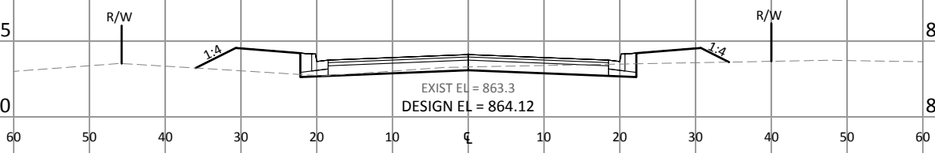
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

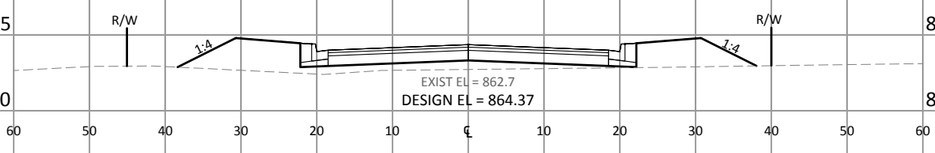
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

CROSS SECTIONS - RIVERDALE DRIVE

STA 18+00



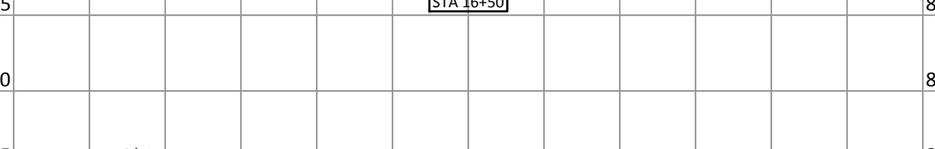
STA 17+50



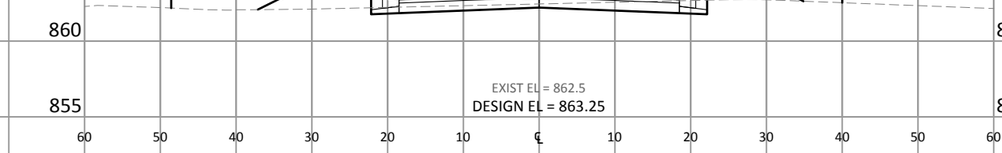
STA 17+00



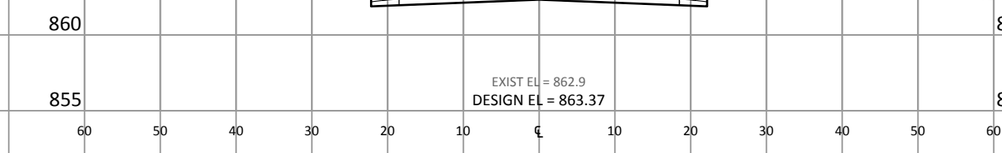
STA 16+50



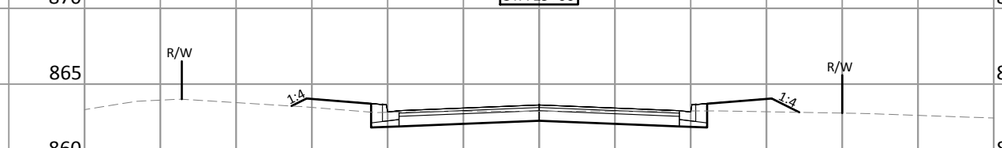
STA 20+00



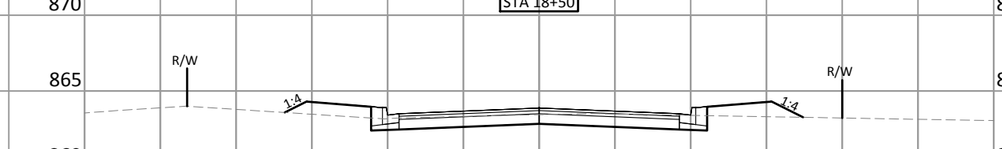
STA 19+50



STA 19+00



STA 18+50



HORIZ. 0 10 20 SCALE FEET

VERT. 0 5 10 SCALE FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_COR_OPT3.dwg 3/10/16 4:17 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

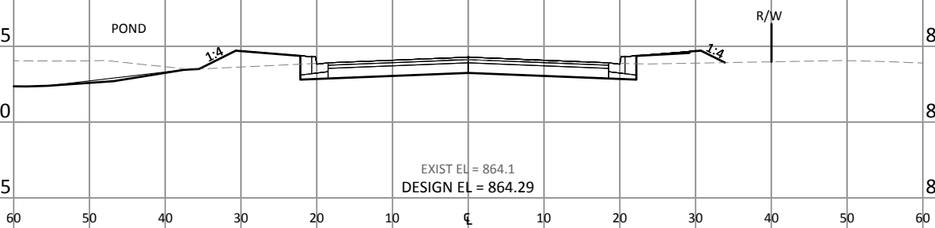
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

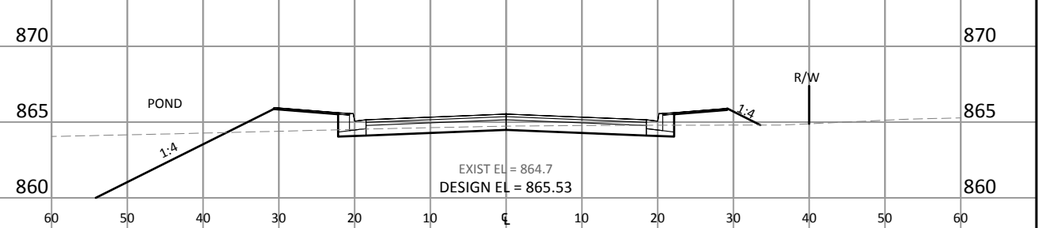
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

CROSS SECTIONS - RIVERDALE DRIVE

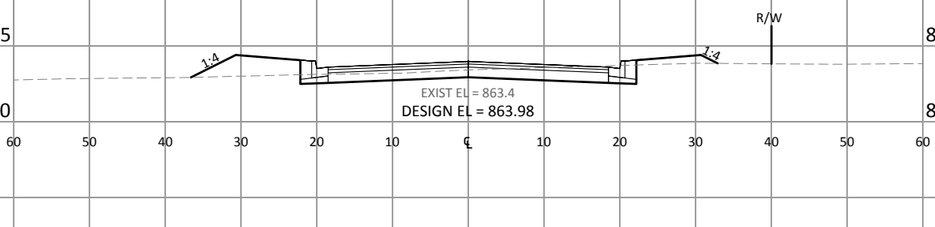
STA 22+00



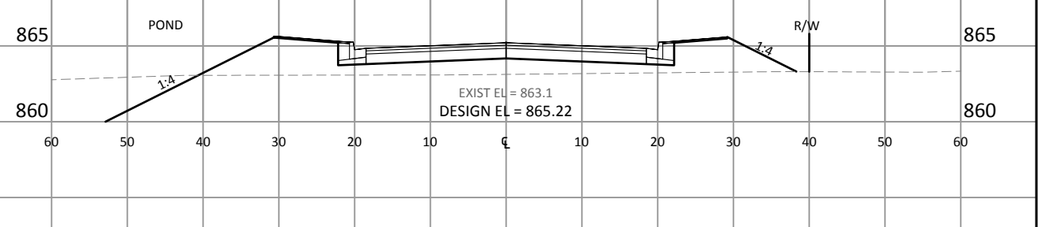
STA 24+00



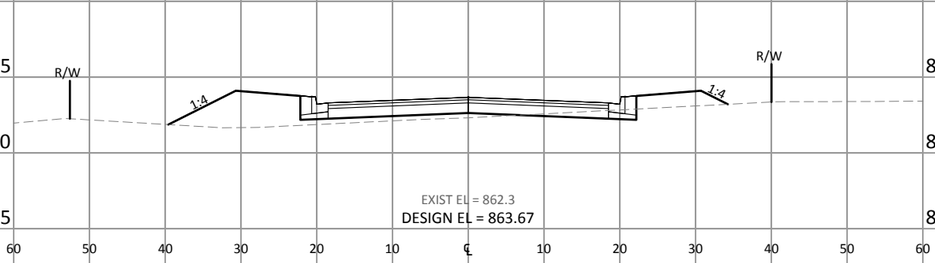
STA 21+50



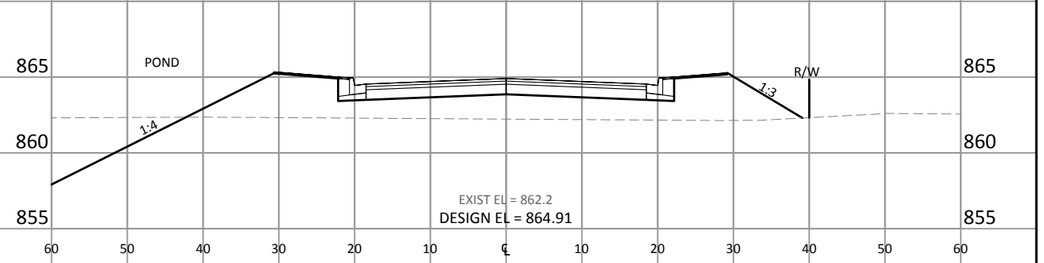
STA 23+50



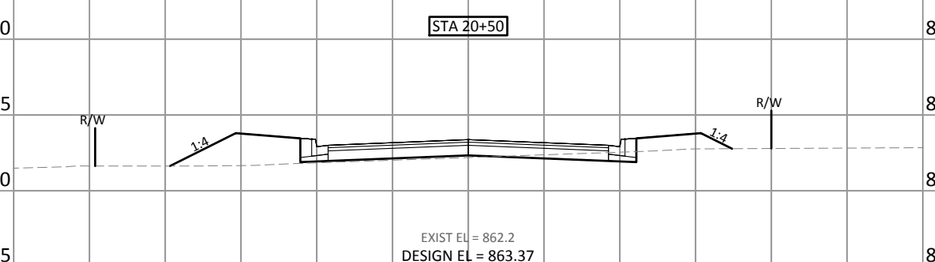
STA 21+00



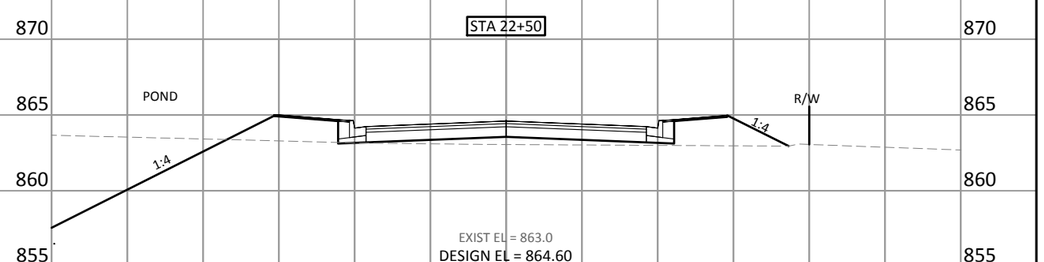
STA 23+00



STA 20+50



STA 22+50



HORIZ. 0 10 20 SCALE FEET
VERT. 0 5 10 SCALE FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_COR_OPT3.dwg 3/10/16 4:17 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

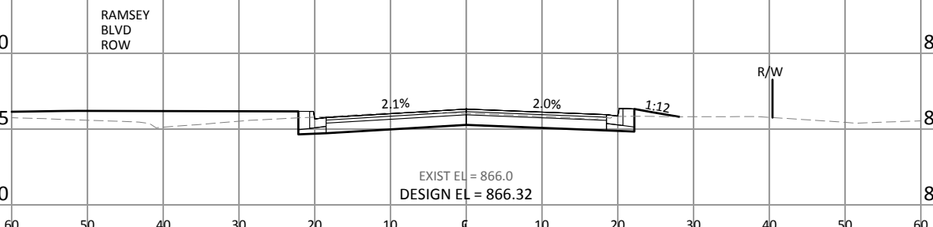
CITY OF RAMSEY, MINNESOTA

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

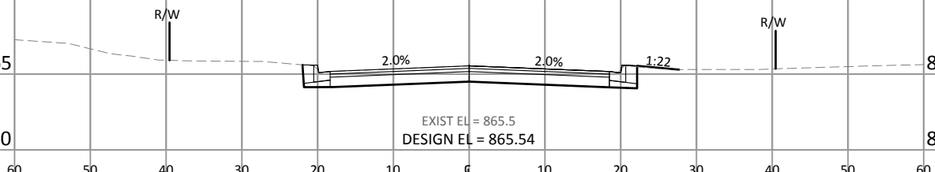
CROSS SECTIONS - RIVERDALE DRIVE

SHEET 42 OF 44

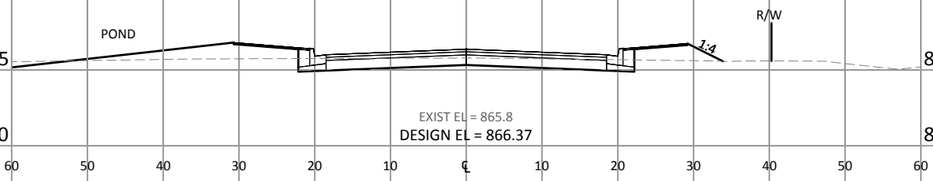
STA 26+95.87



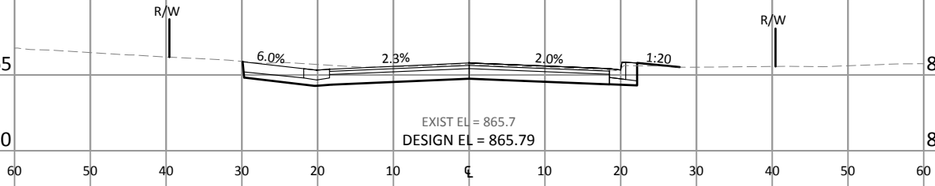
STA 28+12.43



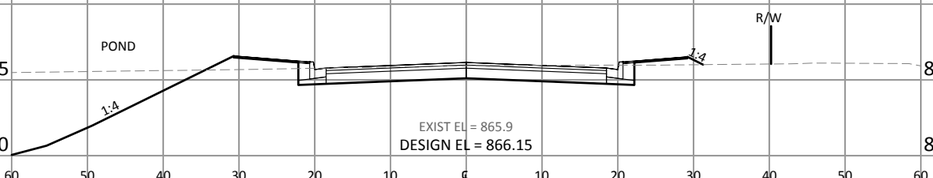
STA 25+36.36



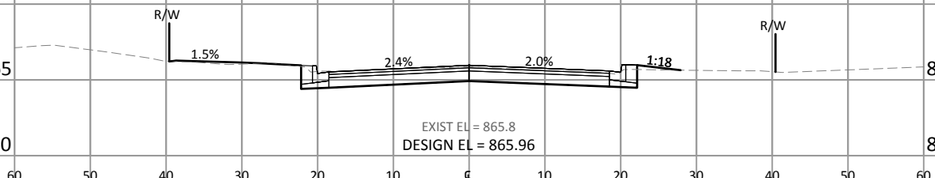
STA 27+75



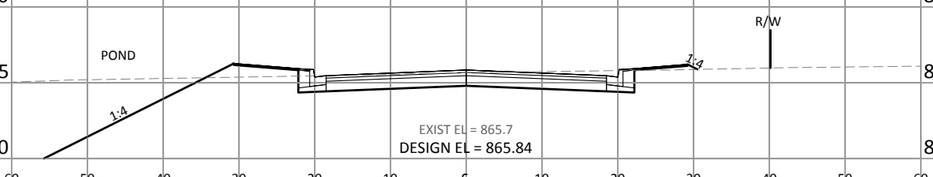
STA 25+00



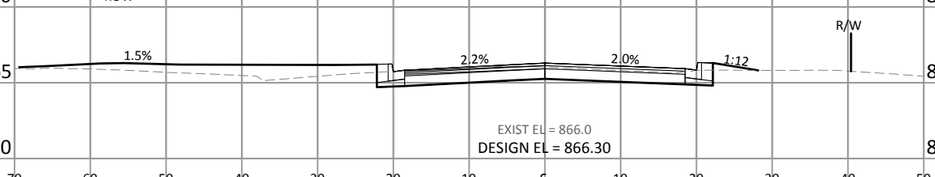
STA 27+50



STA 24+50



STA 27+00



HORIZ. SCALE 0 10 20 FEET
VERT. SCALE 0 5 10 FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved
H:\RAMS\R16111092\CAD\C3D\111092_COR_OPT3.dwg 3/10/16 4:17 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

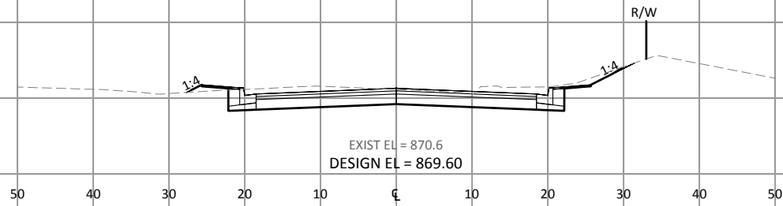
REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

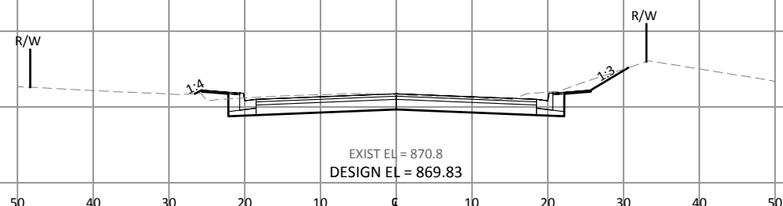
RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10=003)

CROSS SECTIONS - RIVERDALE DRIVE

STA 51+69.45



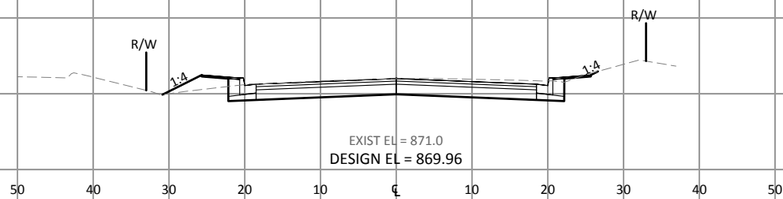
STA 51+50



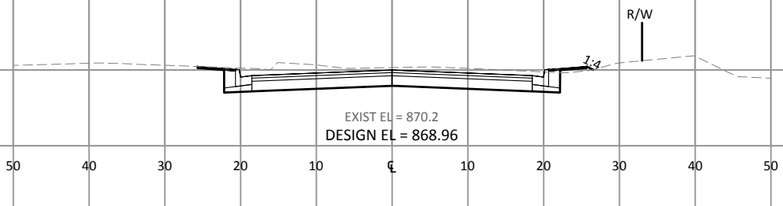
STA 51+00



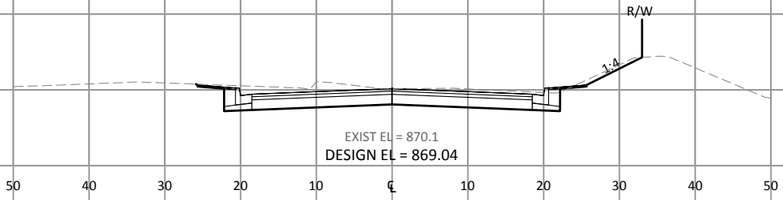
STA 50+50



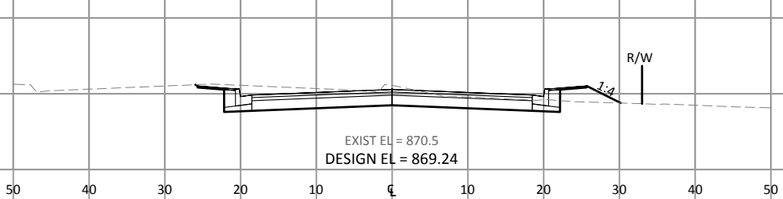
STA 52+25.41



STA 52+16.81



STA 52+00



HORIZ. 0 10 20 SCALE FEET

VERT. 0 5 10 SCALE FEET

© Bolton & Menk, Inc. 2016, All Rights Reserved

H:\RAMS\R16111092\CAD\C3D\111092_COR_OPT3.dwg 3/10/16 4:17 pm

DESIGNED JWC
DRAWN ZFL
CHECKED JWC

City of RAMSEY

BOLTON & MENK

7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MINNESOTA 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

REV.	BY	DATE

CITY OF RAMSEY, MINNESOTA

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 199-115-003, S.P. 0202-101 (TH 10)

CROSS SECTIONS - TRAPROCK STREET

SHEET 44 OF 44

PROJECT MANUAL

Riverdale Drive Extension Improvements

SAP 119-115-003

SP 0202-101

City of Ramsey

Ramsey, MN

BOLTON & MENK

Real People. Real Solutions.

Bolton-Menk.com

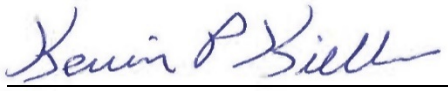
SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for
Riverdale Drive Extension Improvements
SAP 119-115-003
SP 0202-101

City of Ramsey
Ramsey, MN

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.

By: 

Kevin P. Kielb, P.E.
License No. 23211

Date: April 5, 2017

© Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 00010 - TABLE OF CONTENTS

Riverdale Drive Extension Improvements
SAP 119-115-003
SP 0202-101
City of Ramsey

This Project Manual incorporates, either in full or in part, various EJCDC copyrighted documents. Documents incorporated in full are subject to the copyright notice in the EJCDC document footnotes. For those EJCDC documents excerpted, modified or incorporated in part, those portions of the text that originated in copyrighted EJCDC documents remain subject to the EJCDC license and copyright. Copyright © 2011-2015 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

00005 - CERTIFICATION PAGE
00010 - TABLE OF CONTENTS
00100 – ADVERTISEMENT FOR BID
00200 - INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS
00210 - ELECTRONIC/DIGITAL DOCUMENTS

NOTICE TO BIDDERS:
- SCHEDULE OF PRICES
- PROMPT PAYMENT TO SUBCONTRACTORS
- SUSPENSIONS/DEBARMENTS
- TO THE RAMSEY CITY COUNCIL
- BID RIGGING

ITEMS TO BE SUBMITTED WITH BID:
- 00410 - BID FORM
- 00415 – RESPONSIBLE CONTRACTOR – PROPOSAL ATTACHMENT
- 00430 - BID BOND
- 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER
- NON-COLLUSION AFFIDAVIT

ITEMS TO BE EXECUTED AFTER AWARD OF CONTRACT:
- 00510 - NOTICE OF AWARD
- 00515 – RESPONSIBLE CONTRACTOR – NOTICE OF AWARD
- 00516 – RESPONSIBLE CONTRACTOR – SUPPLEMENTAL
- 00520 - AGREEMENT
- 00550 - NOTICE TO PROCEED
- 00610 - PERFORMANCE BOND
- 00615 - PAYMENT BOND

00700 - GENERAL CONDITIONS
00800 - SUPPLEMENTARY CONDITIONS

WAGE RELATED:
- SPECIAL PROVISIONS DIVISION A – LABOR
- STATE WAGE RATES
- TRUCK RENTAL RATES

© Bolton & Menk, Inc. 2016, All Rights Reserved

FUEL ESCALATION CLAUSE

SPECIFICATIONS

DIVISION 1:
01110 - SUMMARY OF WORK
01112 - PROPOSED PROJECT SCHEDULE
01270 - MEASUREMENT & PAYMENT
01310 – COORDINATION
01315 - PROJECT MEETINGS
01330 – SUBMITTALS
01410 - REGULATORY REQUIREMENTS
01420 - SPECIFICATION REFERENCE AND WORKS CONSULTED
01425 – ABBREVIATIONS
01450 - QUALITY CONTROL
01500 - MOBILIZATION
01562 - AIR, LAND AND WATER POLLUTION
01720 - FIELD ENGINEERING
01770 - PROJECT CLOSEOUT

DIVISION 2:
02510 –DOMESTIC WATER SYSTEM

DIVISION S:
S-1 CONTACT INFORMATION
S-2 EQUAL PAY
S-3 RESPONSIBLE CONTRACTOR
S-4 COMPLIANCE WITH TAX LAW REQUIREMENTS
S-5 EMERALD ASH BORER COMPLIANCE
S-6 USE OF ADHESIVE ANCHORS
S-7 (1203) ACCESS TO PROPOSAL PACKAGE
S-8 (1206) PREPARATION OF PROPOSAL
S-9 (1209) DELIVERY OF PROPOSALS
S-10 (1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS
S-11 (1212) OPENING OF PROPOSALS
S-12 (1404) MAINTENANCE OF TRAFFIC AND (2563) TRAFFIC CONTROL
S-13 (1514) MAINTENANCE DURING CONSTRUCTION
S-14 (1701) LAWS TO BE OBSERVED (WET LANDS)
S-15 (1714) RESPONSIBILITY FOR DAMAGE CLAIMS
S-16 (1716) CONTRACTORS RESPONSIBILITY FOR WORK
S-17 (1717) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT
S-18 (1718) FURNISHING RIGHT-OF-WAY
S-19 (1802) TRAINING FOR CONSTRUCTION TRUCK OPERATORS
S-20 PROSECUTION OF WORK (ADA)
S-21 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME
S-22 (1910) COST ESCALATION
S-23 (2051) MAINTENANCE AND RESTORATION OF HAUL ROADS
S-24 (2101) CLEARING AND GRUBBING
S-25 (2102) PAVEMENT MARKING REMOVAL
S-26 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES
S-27 (2104) RELOCATE MISCELLANEOUS STRUCTURE
S-28 (2105) EXCAVATION AND EMBANKMENT
S-29 (2211) AGGREGATE BASE
S-30 (2357) BITUMINOUS TACK COAT

© Bolton & Menk, Inc. 2016, All Rights Reserved

S-31 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY)
S-32 (2461) STRUCTURAL CONCRETE
S-33 (2462) PRECAST CONCRETE
S-34 (2503) CONNECT TO EXISTING STORM SEWER
S-35 (2404) CONNECT TO EXISTING WATERMAIN
S-36 (2504) ADJUST HYDRANT AND VALVE
S-37 (2504) HYDRANT
S-38 (2504) INSTALL VALVE AND BOX
S-39 (2504) ADJUST VALVE BOX
S-40 (2504) WATERMAIN PIPE AND FITTINGS
S-41 (2504) POLYSTYRENE INSULATION
S-42 (2506) MANHOLES AND CATCH BASINS
S-43 (2521) CONCRETE WALK (ADA) 54
S-44 (2531) CONCRETE CURB AND GUTTER (ADA) 55
S-45 (2531) TRUNCATED DOMES
S-46 (2563) TRAFFIC CONTROL SUPERVISOR
S-47 (2573) STORM WATER MANAGEMENT
S-48 (2575) ESTABLISHING TURF AND CONTROLLING EROSION
S-49 (3137) COARSE AGGREGATE FOR PORTLAND CEMENT CONCRETE
S-50 (3138) AGGREGATE FOR SURFACE AND BASES COURSES
S-51 FINAL ESTIMATE AND FINAL PAYMENT

APPENDICES

EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS
SALT SCHEDULE OF MATERIALS CONTROL
GEOTECHNICAL REPORT

DRAWINGS (UNDER SEPARATE COVER):

36 sheets numbered 1 through 36 inclusive, dated April 5, 2017, and with each sheet bearing the following general title:

Riverdale Drive Extension Improvements
City of Ramsey

******END OF SECTION******

© Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 00100 - ADVERTISEMENT FOR BIDS

Riverdale Drive Extension Improvements
SAP 119-115-003
SP 0202-101
City of Ramsey
Ramsey, MN

RECEIPT AND OPENING OF PROPOSALS: Sealed proposals for the work described below will be received at the Office of the Administrator, City of Ramsey, 7550 Sunwood Drive NW, Ramsey, MN 55303 until 1:00 p.m. on May 24, 2017 at which time the bids will be opened and publicly read.

DESCRIPTION OF WORK: The work includes the construction of approximately:

9,900 CY Common Excavation	6,000 LF Concrete Curb & Gutter
3,215 CY Pond Excavation	1,126 LF Silt Fence
58 LF Drainage Structures	4.6 Acre Seeding
2,000 LF 15"-18" Storm Pipe	8,095 SY Erosion Control Blanket
2,420 12" DIP Watermain	10,000 LF 4" Solid Line Epoxy

together with numerous related items of work, all in accordance with Plans and Specifications. This project is subject to Prevailing Wage Rates, Truck Rentals, Targeted Group Business Program Goals, and Veteran-Owned Small Business, Equal Employment Opportunity Provisions, Buy American Iron and Steel Provisions, and Responsible Contractor Certification.

PLANHOLDERS LIST, ADDENDUMS AND BID TABULATION: The planholders list, addendums and bid tabulations will be available for download on-line at www.bolton-menk.com or www.questcdn.com. Any addendums may also be distributed by mail, fax or email.

TO OBTAIN BID DOCUMENTS: Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest project # 4949972 on the website's Project Search page. Documents may be downloaded for $20.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information. An optional paper set of project documents is also available for a nonrefundable price of $150.00 per set, which includes applicable sales tax and shipping. Please make your check to payable to Bolton & Menk, Inc. and send it to 7533 Sunwood Drive NW, Suite 206, Ramsey, MN 55303, (763) 433-2851, fax (763)427-0833

BID SECURITY: A certified check or proposal bond in the amount of not less than 5 percent of the total amount bid, drawn in favor of City of Ramsey shall accompany each bid.

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all bids and to waive any irregularities and informalities therein and to award the Contract to other than the lowest bidder if, in their discretion, the interest of the Owner would be best served thereby.

Dated: _____ /s/ Kurt Ulrich
Administrator

Published:

Finance and Commerce: _____, _____, _____

QuestCDN: _____, _____, _____

_____: _____, _____, _____

******END OF SECTION******

© Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 00200 - INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACTS

Riverdale Drive Extension Improvements
SAP 119-115-003
SP 0202-101
City of Ramsey

ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid. Bid Documents deposit amount, if any, is stated in the advertisement or invitation to bid. Deposits shall be refundable, or not, as indicated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

2.04 When the advertisement indicates supplemental digital formats of all or portions of the bidding documents are available for bidding purposes, the Owner and Engineer will, upon request, provide the Bidder with such documents. The terms of use of such documents shall be as set forth in the Bidding Documents ("Document 00210 - Electronic/Digital Documents").

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments:

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 - SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for

© Bolton & Menk, Inc. 2016, All Rights Reserved

temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 Site Visit and Testing by Bidders

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners

© Bolton & Menk, Inc. 2016, All Rights Reserved

or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 - BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

© Bolton & Menk, Inc. 2016, All Rights Reserved

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 - PRE-BID CONFERENCE

6.01 No pre-bid Conference is scheduled for this project.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents or form that is equivalent in terms, duration and obligation issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

© Bolton & Menk, Inc. 2016, All Rights Reserved

11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

© Bolton & Menk, Inc. 2016, All Rights Reserved

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between 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.

ARTICLE 15 - SUBMITTAL OF BID

15.01 With each paper copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the project title "Riverdale Drive Extension Improvements", Project No. R16.111092 (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid

© Bolton & Menk, Inc. 2016, All Rights Reserved

shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the person indicated in the advertisement or invitation to bid.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.04 The Owner does not allow electronic bid submittals.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the Bid Opening.

16.03 If within 24 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, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the bid award.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider 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.

19.04 In evaluating whether a Bidder is responsible, Owner will consider applicable mandatory criteria established by governing statutes and regulations, including but not limited to Minnesota Statute 16C.285, qualifications of the Bidder, and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those

© Bolton & Menk, Inc. 2016, All Rights Reserved

portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 - BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 - SALES AND USE TAXES

22.01 Owner is not exempt from state sales and use taxes on materials and equipment. Said taxes shall be included in the bid.

ARTICLE 23 - CONTRACTS TO BE ASSIGNED

23.01 There are no material contracts for this project that will be assigned to the Contractor.

******END OF SECTION******

© Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 00210 - ELECTRONIC/DIGITAL DOCUMENTS

PART 1 -- GENERAL

1.1 SUMMARY

A. The Owner or Engineer may elect to provide copies of the contract documents or supplemental information to the Contractor in electronic/digital media format. This section governs the availability, use and limitations of information provided in electronic/digital format.

1.2 FORMAT OF DOCUMENTS AND CONTROLLING CRITERIA

A. The Agreement identifies the contract documents upon which the Bidder or Contractor may rely. The General Conditions set forth the provisions governing the intent, interpretation and use of the contract documents. This section is intended to augment the Agreement and General Conditions and to clarify limitations on the use of electronic/digital documents.

B. "Hard Copies" of the Contract Documents consist of complete sets of those documents specifically listed in the Agreement including the version of the plans and specifications that are signed and sealed with original signature (or unalterable and legally acceptable facsimile copy of said signature) denoting the designer's final intent for bidding purposes. Electronic/digital files in the "Native File Format" are saved in the default file format used by a specific software application. The native file format of an application is proprietary and these types of files are not meant to be transferred to other applications. Electronic/digital files in the native file format may be altered and may not be representative of the paper copies of the documents

C. For bidding purposes only, Hard Copies of the Contract Documents shall be construed to include electronic/digital files of the Bidding Documents (as defined in Section 00200), prepared by Engineer and provided under direction of Engineer in a Portable Document Format (PDF) format or other file format that is intended by the Engineer and Owner to be unalterable and exactly representative of the information contained in the paper copies of the documents.

D. The project plans graphically set forth design requirements for the project. These plans are a two-dimensional representation of three-dimensional existing conditions and proposed improvements. Because it is generally impossible to economically or graphically duplicate real world conditions on a two-dimensional plan format, certain approximations, graphical simplifications, intentional or unintentional inaccuracies must generally be used to adequately describe the existing conditions and work to be done on the plans. Because of these graphical compromises, certain dimensions and other supplementary notes and information may be added to the plans to control the specific requirements of the design. Electronic/digital versions of the plans in PDF format, native file format or other electronic file format may imply a spatial accuracy that exceeds the graphical limitations of the original plan set. This is also true of supplementary electronic/digital information developed from the plans or underlying support data (such as layers, hidden lines, survey points or topographic computational networks).

E. In the event of a conflict between an electronic/digital version of a Contract Document and the Hard Copy of the document, the Hard Copy shall be deemed to govern. Bidders, by submitting a bid, and the Contractor by executing the contract, acknowledge these graphical limitations to the plan development process and accept the controlling nature of the Hard Copies of all project documents as set forth in the General Conditions.

1.3 AVAILABILITY AND USE OF DIGITAL/ELECTRONIC DOCUMENTS

A. When the Advertisement for Bids or Project Manual indicate that electronic/digital copies of the Plans and Specifications are available, such documents shall be made available to the Bidder or Contractor upon

© Bolton & Menk, Inc. 2016, All Rights Reserved

request in PDF format or other file format that is intended by the Engineer and Owner to be unalterable and exactly representative of the information contained in the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of electronic/digital documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that electronic/digital versions and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Except as otherwise advised, the Bidder may use and rely upon complete sets of the PDF or other electronic/digital version of the Bidding Documents, prepared by the Engineer and provided under direction of the Engineer, for preparation of its bid. However, Contractor assumes all risks associated with differences arising from transmission/receipt of electronic/digital versions and reproductions prepared from those versions and, further, assumes all risks, costs and responsibility associated with use of the electronic/digital versions to derive information that is not explicitly contained in the paper copies of the documents and for Bidder's reliance upon such derived information.

C. When using PDF versions of the bidding documents, the Contractor shall prepare its Bid on a printed paper copy of the Bid Form from the PDF file; submit its bid together with all required submittals; and deliver the Bid in the manner described in the bidding documents. The printed copy of the Bid Form shall be clearly legible, printed on 8 ½ inch by 11 inch paper and as closely identical in appearance to the PDF Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the Hard Copy of the Bid Form, providing that all required information and submittals are included with the bid.

D. After a Contract is awarded, the Owner may provide or direct the Engineer to provide for the use of the Contractor such electronic/digital copies of the contract documents or other support documents in native file formats as may have been previously developed as part of the Project design process. Release of such information, if available, shall be deemed to be solely for the convenience of the Contractor. Unless the Contract Documents explicitly identify that such information shall be available to the successful Bidder, nothing herein shall create an obligation on the part of the Owner or Engineer to provide or create such information and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital data is appropriate and adequate for the Contractor's specific purposes. In no case shall the Contractor be entitled to extra compensation or adjustment in contract time due to claims arising from any differences between the Hard Copies of the Contract Documents and electronic/digital data.

E. Release of all electronic/digital information requested by the Contractor shall be at the sole discretion of the Owner or Engineer and a separate charge will be made to the Contractor for creation or preparation of such information.

F. Release of electronic/digital data shall be subject to the herein accompanying form, entitled "REQUEST TO PROJECT ENGINEER FOR ELECTRONIC/DIGITAL DATA AND CONDITIONS OF USE," together with such other limitations as the Owner or Engineer may deem appropriate for the Project. In the event of questions, conflicts, inconsistencies between any the electronic/digital data, the Hard Copies of the Contract Documents shall govern unless otherwise directed in writing by the Owner and Engineer.

G. In the event that Owner elects to provide or directs the Engineer to provide to the Contractor any Contractor-requested electronic/digital data that is not explicitly identified in the Contract Documents as being available to the successful bidder, the Engineer shall be reimbursed by the Contractor on an hourly basis (at $120 per hour) for all engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by the Engineer.

******END OF SECTION******

© Bolton & Menk, Inc. 2016, All Rights Reserved

REQUEST TO PROJECT ENGINEER (BOLTON & MENK, INC. "BMI")
FOR ELECTRONIC/DIGITAL DATA AND CONDITIONS OF USE

Project Contractor ("USER"):	
Project Owner	City of Ramsey
Project Name	Riverdale Drive Extension Improvements
Description of Data/Files To Be Provided	

A. The electronic/digital data covered by this Request was prepared by BMI as an internal working document for its purposes solely and is being provided to USER on an "AS IS" basis without any warranties of any kind, including, but not limited to implied warranties of fitness for any purpose. As such, the USER is advised and acknowledges that the information may not be suitable for the USER's application or may require substantial modification and independent verification by the USER. Information may include intentional or unintentional inaccuracies, approximations, graphical simplifications, undocumented intermediate revisions and other devices that may affect subsequent reuse.

B. The electronic/digital data may not accurately reflect the printed products (also known as Hard Copies) that are signed or sealed by BMI. In the case of conflicts between the signed or sealed documents and electronic/digital data, the Hard Copies shall control. Files in electronic/digital media format of text, data, graphics, or of other types that are provided by BMI to USER are only for convenience of USER. Any conclusion or information obtained or derived from such electronic/digital data will be at the USER's sole risk and the USER waives any claims against BMI or PROJECT OWNER arising from use of electronic/digital data.

C. USER shall indemnify and hold harmless PROJECT OWNER and BMI and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from USER's use, adaptation or distribution of any electronic/digital data provided under this Request.

D. All Documents provided in electronic/digital format are instruments of service and, unless otherwise specifically identified in the Contract between the USER and PROJECT OWNER, are not Contract Documents. BMI shall retain all ownership, copyrights and property interests therein, subject to any agreement between BMI and the PROJECT OWNER. Nothing herein shall be deemed to be a transfer of the ownership rights of BMI or those of the PROJECT OWNER to the USER and USER's rights regarding any information shall be limited those explicitly described in this Request.

E. Although BMI may advise the USER of known errors or required updates in electronic/digital data provided to the USER upon discovery by BMI or notice to BMI of such conditions, the USER agrees that BMI and PROJECT OWNER are under no obligation to notify USER or correct, revise, update or otherwise maintain any electronic/digital data provided to the USER, nor shall the USER be entitled to make any claim for extra compensation or other consideration on account of using such data.

F. USER agrees not to sell, copy, transfer, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of BMI, unless such distribution is specifically identified in this request and is limited to USER's subcontractors. USER warrants that subsequent use by USER'S subcontractors shall comply with all terms of this Request.

G. Provision of this information does not include any license of software or other systems necessary to read, use or reproduce the information. USER assumes all responsibility to obtain any necessary software and appropriate licenses to utilize the information in any format or application.

H. The USER shall compensate BMI in the amount of $120.00/per hour for all labor and expenses associated with the handling, processing and delivery of the information in an "as is" form or to adapt such information into a form which BMI, in its sole discretion, deems to reasonably reflect the limits of the accuracy or usability of the information. USER acknowledges such compensation shall be deemed to be a data processing fee and is not a design fee or part of the design fees paid by the PROJECT OWNER to BMI.

Accepted by: USER

Printed Name of "USER"

Date

Name and Title of Authorized Representative of USER

Signature of Authorized Representative of USER

Approved: Project Engineer: (BMI)

Signature of Project Engineer's Representative

Version 04/11/07

© Bolton & Menk, Inc. 2016, All Rights Reserved

NOTICE TO BIDDERS

Particular note should be made in regard to the clarity of numerals (figures) and to the procedure for alterations and the required certificate as directed by Section 1301.

The following abbreviations may be used in item description and unit of measure in the Schedule of Prices.

A	Arch
A-S	Antiseepage
AB	Asbestos Bonded
ACT	Actuated
AGG	Aggregate
ALUM	Aluminum
ASB	Asbestos
ASPH	Asphaltic
ASSY	Assemblies
B+B	Balled & Burlapped
BC	Bituminous Coated
BIT	Bituminous
BLDG	Building
BR	Bridge
CAL	Caliper
CB	Catch Basin
CEM	Cement
C and G	Curb and Gutter
CI	Cast Iron
C-I-P	Cast-in-Place
CL	Class
COMM	Commercial
CONC	Concrete
COND	Conductor
CONN	Connection
CONST	Construct
CONT	Continuously
CP	Cattle Pass
CTD	Coated
CU FT	Cubic Feet
CU YD	Cubic Yard
CULV	Culvert
CWT	Hundred Weight
DES	Design
DBL	Double
DI	Drop Inlet
DIAM	Diameter
DRWY	Driveway
EXC	Excavation
EXP	Expansion
FAB	Fabric
FE	Fence
FERT	Fertilizer
F+I	Furnish & Install
FOUND	Foundation
FT LG	Feet Long
FURN	Furnish
GA	Gauge
GRAN	Granular
HI	High
INP	In Place
INST	Install
JA	Jacked
LIN FT	Linear Feet
LG	Long
MAINT	Maintenance
MATL	Material
MGM	1000 Board Feet
MET	Metal
MOD	Modification
MPA	Metal Pipe Arch
MTD	Mounted
NON MET	Non Metallic
NON PERF	Non-Perforated
NON REINF	Non-Reinforced
OH	Overhead
P-A	Pipe-Arch
PAVT	Pavement
PERF	Perofrated
PL	Plate
PNEUM	Pneumatic
PREC	Precast
PREST	Prestressed
PVC	Poly Vinyl Chloride
RCPA	Reinforced Concrete Pipe Arch
REINF	Reinforced
RELO	Relocation
RESTOR	Restoration
RMC	Rigid Metallic Conduit
RNMC	Rigid Non Metallic Conduit
RDWY	Roadway
S-G	Sand & Gravel
SIG	Signal
SPE	Special
SQ FT	Square Feet
SQ YD	Square Yard
STA	Station
STD	Standard
STL	Steel
STKPL	Stockpile
STR	Strength
STRUCT	Structural
SPPA	Structural Plate Pipe Arch
SYS	System
T	Traffic
TBR	Timber
TEMP	Temporary
THERMO	Thermoplastic
TRTD	Treated
UNDERGRD	Underground
UNTRTD	Untreated
VAR	Variable
VM	Vehicular Measure
WEAR	Wearing

NOTICE TO BIDDERS

Minnesota Statutes that require prompt payment to subcontractors:

471.425 Prompt payment of local government bills.

Subd. 1. Definitions. For the purposes of this section, the following terms have the meanings here given them.

(d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the metropolitan council or any board or agency created under chapter 473.

Subd. 4a. Prompt payment to subcontractors.

Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 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 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

HIST: 1985 c 136 s 5; 1995 c 31 s 1

DEPARTMENT OF TRANSPORTATION

NOTICE OF DEBARMENT

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective September 17, 2014 until September 17, 2017:

- Jeffrey Plzak and his affiliates, Loretto, MN
- Laurie Plzak and her affiliates, Loretto, MN
- Honda Electric Incorporated and its affiliates, Loretto, MN
- Fibertech, Inc. and its affiliates, Loretto, MN
- Jeffrey and Laurie Plzak doing business as Honda Electric Logistics, and its affiliates, Loretto, MN

NOTICE IS HEREBY GIVEN that MnDOT has ordered that the following vendors be debarred for a period of three (3) years, effective January 12, 2015 until January 12, 2018:

- Marlin Dahl, Granada, MN
- Dahl Trucking, Elmore, MN
- Elmore Truck and Trailer, Inc., Elmore, MN

Minnesota Statute section 161.315 prohibits the Commissioner, counties, towns, or home rule or statutory cities from awarding or approving the award of a contract for goods or services to a person who is suspended or debarred, including:

1) any contract under which a debarred or suspended person will serve as a subcontractor or material supplier,
2) any business or affiliate which the debarred or suspended person exercises substantial influence or control, and
3) 3) any business or entity, which is sold or transferred by a debarred person to a relative or any other party over whose actions the debarred person exercises substantial influence or control, remains ineligible during the duration of the seller's or transfer's debarment.

DEPARTMENT OF ADMINISTRATION

As of the date of this notice and in accordance with Minnesota Rules 1230.1150, the Minnesota Department of Administration has debarred and disqualified the following persons and businesses from entering into or receiving a State of Minnesota contract:

NAME	DATE OF SUSPENSION
Ace Hydro Seeding, Inc. Crystal VanMuyden 909 Central Avenue North #125 Park Rapids, MN 56470-1290	August 30, 2016 through March 1, 2017
Asphalt Recycling Solutions, Inc. Donald Wesley Johnson 2068 Homestead Ave. Oakdale, MN 55128-5330	May 24, 2016 through November 24, 2016
Devos, Ltd. d/b/a Guaranteed Returns Dean Volkes, Donna Fallon & Ronald Carlino 100 Colin Drive Holbrook, NY	December 5, 2014 through December 31, 2099
Wide Open Services, LLC Steve Mittelstaedt 6938 Highway 169 Virginia, MN 55792	March 30, 2016 through September 30, 2016
NAME	**DATE OF DEBARMENT**
Best Electric Thomas Clifton and Earl Standafer 9909 S. Shore Drive #155 Plymouth, MN 55441	May 22, 2015 through May 21, 2018 (eligible for reinstatement on May 21, 2019)
Best Used Trucks of Minnesota, Inc. Jason W. Leas 635 Marin Avenue Crookston, MN 56716	Nov. 20, 2012 through Nov. 20, 2015 (eligible for reinstatement on Nov. 20, 2016)
C & S Electric, Inc. Thomas Clifton and Earl Standafer 9909 S. Shore Drive #155 Plymouth, MN 55441	May 22, 2015 through May 21, 2018 (eligible for reinstatement on May 21, 2019)
Dahl Trucking Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug.19, 2014 through January 12, 2018
Elmore Truck and Trailer Repair, Inc. Marlin Dahl 305 Highway 169 South Elmore, MN 56027	Aug.19, 2014 through Jan. 12, 2018 (eligible for reinstatement on Jan. 12, 2019)
Fibertech, Inc. Jeffrey and Laurie Plzak 5075 Nielsen Circle, P.O. Box 236 Loretto, MN 55357	July 24, 2014 through July 23, 2017 (eligible for reinstatement on July 23, 2018)
Glacier, Inc. Joan Niesen 122 Summerfield Drive, PO Box 216 Waverly, MN 55390	May 24, 2016 through November 24, 2016

Groundscape Maintenance, Inc. Rob Sievers 1160 County Road 83 Maple Plain, MN 55359	February 19, 2015 through February 19, 2016 (eligible for reinstatement February 19, 2017)
Guaranteed Returns Ronald Carlino, Donna Fallon, Dean Volkes 100 Colin Drive Holbrook, NY 11741	December 5, 2014 through December 31, 2099
Honda Electric, Inc. Jeffrey and Laurie Plzak 5075 Nielsen Circle, P.O. Box 236 Loretto, MN 55357	July 24, 2014 through July 23, 2017 (eligible for reinstatement on July 23, 2018)
Hunt's Carpet Service, Inc.[1] Robert and Joni Hunt 4102 46th Avenue North Robbinsdale, MN 55422	Sept. 15, 2015 through Sept. 15, 2020
McCaa, Webster & Associates, Inc. Sammie McCaa 2751 Hennepin Avenue South, #301 Minneapolis, MN 55408-1002	May 1, 2014 through April 30, 2015 (eligible for reinstatement on April 30, 2016)
MG Carlson Construction Company, Inc. Martin Gerald Carlson 701 East First Street Fort Worth, TX 76102-3276	Sept. 5, 2014 through October 5, 2015 (eligible for reinstatement on April 5, 2016)
Ocuture, LLC 11930 Camby Park Drive Houston, TX 77047	Dec. 15, 2014 through Dec. 15, 2015 (eligible for reinstatement Dec. 15, 2016)
Ramco Heating and Air Conditioning Mark and Cheryl Ramquist 605 Ash Street Downing, WI 54734	March 11, 2015 through March 11, 2016 (eligible for reinstatement March 11, 2017)
Southwest Paving, Inc. Greg Brakefield 26412 State Highway 29 Deer Creek, MN 56527	March 30, 2016 through March 30, 2017 (eligible for reinstatement March 30, 2018)
St. Cloud Lawn & Landscaping, Inc. Pat Murphy 10602 County Road 2 Brainerd, MN 56401	February 20, 2015 through February 20, 2016 (eligible for reinstatement on Feb. 20, 2017)
TAC Construction Solutions, Inc. Christina Woods 31767 Deacons Way Pequot Lakes, MN 56472	August 19, 2014 through August 19, 2016 (eligible for reinstatement on August 19, 2017)
Watab Hauling Co. Gary Francis Bauerly 9695 Deerwood Rd. NE Rice, MN 56367	Jan. 14, 2013 through Jan. 14, 2016 (eligible for reinstatement on Jan. 14, 2017)

Minnesota Administrative Rule part 1230.1150, subpart 6 requires the Materials Management Division to maintain a master list of all suspensions and debarments. The master list must retain all information concerning suspensions and debarments as a public record for at least three (3) years following the end of a suspension or debarment. Refer to the following website for the master list: http://www.mmd.admin.state.mn.us/debarredreport.asp.

[1] Debarred by Hennepin County from working on any Hennepin County projects as a general contractor or subcontractor at any tier. Minn. Rules Part 1230.1150, subpart 2, item B, subitem (1) provides that any vendor debarred by the federal government, the state of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, is automatically debarred by the (Department of Administration, Materials Management) division under the same terms and limits of the original debarment.

If the project is financed in whole or in part with federal funds, refer to the following website for vendors debarred by federal government agencies: http://sam.gov.

This list does not include preclusion actions taken by cities, counties or local authorities. Consult local authorities to ensure that contractors, subcontractors and materials suppliers are not currently suspended or debarred.

To the Ramsey City Council:

According to the advertisement of the Ramsey City Council inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor of the Ramsey City Council:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in Mn/DOT 1903, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in Mn/DOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in Mn/DOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in Mn/DOT 1306.

(I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in Mn/DOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by the Ramsey City Council.

(I)(We) agree to all provisions of Minnesota Statutes 1976, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to the Ramsey City Council all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Items to Be Submitted With the Bid

for

Riverdale Drive Extension Improvements

SAP 119-115-003

SP 0202-101

City of Ramsey

Ramsey, MN

SECTION 00410 - BID FORM

Riverdale Drive Extension Improvements

SAP 119-115-003

SP 0202-101

City of Ramsey

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Ramsey
City Hall
7550 Sunwood Drive NW
Ramsey, MN 55303

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 61 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous

V051915 © Bolton & Menk, Inc. 2016, All Rights Reserved

Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder 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 Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

E. Bidder has completed and executed the attached SECTION 00415 – RESPONSIBLE CONTRACTOR – PROPOSAL ATTACHMENT relating to Minn Statute 16C.285, "Responsible Contractor."

V051915 © Bolton & Menk, Inc. 2016, All Rights Reserved

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Bidder will complete the work in accordance with the Contract Documents at the prices shown in the attached Bidding Schedule.

B. Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

C. Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 - TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 - ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security (Section 00430 – Bid Bond)

B. Section 00415 Responsible Contractor – Proposal Attachment (2 Pages)

ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

V051915 © Bolton & Menk, Inc. 2016, All Rights Reserved

SCHEDULE OF UNIT PRICES

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 119-115-003
CITY OF RAMSEY, MINNESOTA
BMI PROJECT NO. R16.111092

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:
NOTE: BIDS shall include sales tax and all applicable taxes and fees.
BIDDER must fill in unit prices in numerals, make extension for each item, and total.

CY (LV) = Cubic Yards, Loose Volume
CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)
CY (EV) = Cubic Yards, Excavated Volume (Measured in Place)
(P)=Planned Quantity Basis of Measurement

ITEM NO.		ITEM		UNIT	APPROX. QUANT.	UNIT PRICE	AMOUNT
1	2021.501	MOBILIZATION		LUMP SUM	1		
2	2101.511	CLEARING AND GRUBBING		LUMP SUM	1		
3	2102.501	PAVEMENT MARKING REMOVAL		SQ FT	123		
4	2104.501	REMOVE FENCE		LIN FT	115		
5	2104.501	REMOVE CURB AND GUTTER		LIN FT	1640		
6	2104.501	REMOVE SEWER PIPE (STORM)		LIN FT	100		
7	2104.501	REMOVE PIPE CULVERTS		LIN FT	125		
8	2104.505	REMOVE BITUMINOUS PAVEMENT		SQ YD	5760		
9	2104.505	REMOVE CONCRETE PAVEMENT		SQ YD	185		
10	2104.509	REMOVE DRAINAGE STRUCTURE		EACH	3		
11	2104.509	REMOVE WOOD POST		EACH	3		
12	2104.509	REMOVE SIGN		EACH	17		
13	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)		LIN FT	80		
14	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)		LIN FT	940		
15	2104.601	RELOCATE MISCELLANEOUS STRUCTURE		LUMP SUM	1		
16	2105.501	COMMON EXCAVATION	(P)	CU YD	9905		
17	2105.507	SUBGRADE EXCAVATION		CU YD	200		
18	2105.511	CHANNEL AND POND EXCAVATION		CU YD	3215		
19	2105.521	GRANULAR BORROW (CV)		CU YD	200		
20	2211.501	AGGREGATE BASE CLASS 5		TON	6575		
21	2360.501	TYPE SP 9.5 WEARING COURSE MIXTURE (3,A)		TON	1653		
22	2360.502	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)		TON	1950		
23	2501.515	18" RC PIPE APRON		EACH	1		
24	2503.541	15" RC PIPE SEWER DESIGN 3006 CLASS III		LIN FT	1709		
25	2503.541	18" RC PIPE SEWER DESIGN 3006 CLASS III		LIN FT	260		
26	2503.602	CONNECT TO EXISTING STORM SEWER		EACH	2		
27	2504.602	ADJUST VALVE BOX		EACH	3		
28	2504.602	ADJUST HYDRANT AND VALVE		EACH	1		
29	2504.602	CONNECT TO EXISTING WATER MAIN		EACH	2		
30	2504.602	HYDRANT		EACH	1		
31	2504.602	6" GATE VALVE & BOX		EACH	1		
32	2504.602	12" GATE VALVE & BOX		EACH	2		
33	2504.603	6" WATERMAIN DUCTILE IRON CLASS 52		LIN FT	97		

SCHEDULE OF UNIT PRICES

RIVERDALE DRIVE EXTENSION IMPROVEMENTS
S.A.P. 119-115-003
CITY OF RAMSEY, MINNESOTA
BMI PROJECT NO. R16.111092

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:
NOTE: BIDS shall include sales tax and all applicable taxes and fees.
BIDDER must fill in unit prices in numerals, make extension for each item, and total.

CY (LV) = Cubic Yards, Loose Volume
CY (CV) = Cubic Yards, Compacted Volume (Measured in Place)
CY (EV) = Cubic Yards, Excavated Volume (Measured in Place)
(P)=Planned Quantity Basis of Measurement

ITEM NO.		ITEM	UNIT	APPROX. QUANT.	UNIT PRICE	AMOUNT
34	2504.603	12" WATERMAIN DUCTILE IRON CLASS 52	LIN FT	2360		
35	2504.608	WATERMAIN FITTINGS	POUND	1040		
36	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	5.2		
37	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 1	LIN FT	6.1		
38	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL 2	LIN FT	43.6		
39	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	3		
40	2506.516	CASTING ASSEMBLY	EACH	14		
41	2506.522	ADJUST FRAME AND RING CASTING	EACH	2		
42	2511.502	RANDOM RIPRAP CLASS III	TON	24		
43	2521.501	6" CONCRETE WALK	SQ FT	750		
44	2531.501	CONCRETE CURB & GUTTER DES B618	LIN FT	5900		
45	2531.501	CONCRETE CURB & GUTTER DES B624	LIN FT	20		
46	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	110		
47	2531.618	TRUNCATED DOMES	SQ FT	90		
48	2563.601	TRAFFIC CONTROL	LUMP SUM	1		
49	2563.601	TRAFFIC CONTROL SUPERVISOR	LUMP SUM	1		
50	2564.531	SIGN PANELS TYPE C	SQ FT	58		
51	2573.502	SILT FENCE, TYPE MS	LIN FT	1126		
52	2573.530	STORM DRAIN INLET PROTECTION	EACH	20		
53	2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	100		
54	2573.535	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1		
55	2574.508	FERTILIZER, TYPE 3	POUND	1610		
56	2575.501	SEEDING	ACRE	4.6		
57	2575.502	SEED, MIXTURE 25-121	POUND	230		
58	2575.502	SEED, MIXTURE 33-262	POUND	26		
59	2575.502	SEED, MIXTURE 35-221	POUND	95		
60	2575.505	SODDING TYPE SALT TOLERANT	SQ YD	545		
61	2575.523	EROSION CONTROL BLANKET CATEGORY 3N	SQ YD	8095		
62	2575.560	HYDRAULIC BONDED FIBER MATRIX	POUND	13750		
63	2582.501	PAVEMENT MESSAGE EPOXY	SQ FT	60		
64	2582.502	4" SOLID LINE EPOXY	LIN FT	6800		
65	2582.502	4" DOUBLE SOLID LINE EPOXY	LIN FT	3130		
66	2582.502	24" SOLID LINE EPOXY	LIN FT	210		

TOTAL AMOUNT BID: $ _____

ARTICLE 9 - BID SUBMITTAL

BIDDER:

_____

By:
[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____

(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

V051915 © Bolton & Menk, Inc. 2016, All Rights Reserved

INITIAL CONTRACTOR VERIFICATION OF COMPLIANCE

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

My company meets each of the minimum criteria in subclauses (1) – (6) of Minn. Stat. § 16C.285, subd. 3, the Responsible Contractor statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a "responsible contractor" as defined in Minn. Stat. § 16C.285, subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, ineligible to be awarded a construction project and may result in termination of a contract awarded to the undersigned. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

The undersigned understands that, if the undersigned is the apparent low bidder, the undersigned will be required to submit a supplemental verification under oath as a condition precedent to the execution of the contract. If the undersigned fails to provide the required supplemental verification, it could forfeit its bid bond.

I have attached a list of all of my company's first-tier subcontractors that it intends to retain for work on the project.

Initial Contractor Verification of Compliance - Riverdale Drive Extension Improvements	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

V030215 © Bolton & Menk, Inc. 2016, All Rights Reserved

SUBCONTRACTORS LIST

SUBCONTRACTOR NAMES **(Legal name of company as registered with the Secretary of State)**	**Name of City Where Company Home Office is Located**

Attach additional sheets if necessary.

Subcontractors List - Riverdale Drive Extension Improvements	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

V030215 © Bolton & Menk, Inc. 2016, All Rights Reserved

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name and Address of Principal Place of Business)*:

OWNER *(Name and Address)*:
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

BID
Bid Due Date:
Description *(Project Name – Include Location)*:
Riverdale Drive Extension Improvements

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (*Attach Power of Attorney*)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

DOCUMENT 00450 - INFORMATION REQUESTED FROM THE LOW BIDDER

(The Low Bidder May Be Requested To Provide This Information After The Bids Are Received But Prior To Issuing The Notice Of Award)

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: _____

_____

_____

Number of years as a Contractor in construction work of this type _____

Names and titles of all officers of Contractor's firm: _____

SUBMIT a list of five (5) construction contracts completed by the Contractor during the last five (5) years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer of supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

- Plant Mix Bituminous
- Aggregates
- Water Appurtenances
- Precast Concrete Pipe,
- Manholes & Catch Basins
- Manhole & Catch Basin Castings

******END OF SECTION******

V051915 © Bolton & Menk, Inc. 2016, All Rights Reserved

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of _____)

I, _____, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

_____
(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

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

Signed: _____
(bidder or his authorized representative)

Items to Be Executed After Bid Opening

for

Riverdale Drive Extension Improvements

SAP 119-115-003

SP 0202-101

City of Ramsey

Ramsey, MN

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Ramsey	Owner's Contract No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	R16.111092
Project:		Contract Name:	
Bidder:			
Bidder's Address:			

TO BIDDER:

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____.

[describe work, alternates, or sections of work awarded]

The Contract Price of the awarded Contract is: $_____[note if subject to unit prices, or cost-plus]

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. [*revise if multiple copies accompany the Notice of Award*]

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [e.g., performance and payment bonds] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Deliver to Owner executed SECTION – 00515 RESPONSIBLE CONTRACTOR NOTICE OF AWARD. SUPPLEMENTAL CONTRACTOR VERIFICATION OF COMPLIANCE in accordance with Minn. Stat. 16C.285 subd.3 Subclauses (1) to (7). Delivery is a condition precedent to execution of this contract and failure to submit this form shall be cause for the Owner to cancel Award of Contract and declare your Bid security forfeited.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions

Owner: City of Ramsey

_____

Authorized Signature

By: _____

Title: _____

Copy: Engineer

SECTION 00515 - RESPONSIBLE CONTRACTOR - NOTICE OF AWARD

SUPPLEMENTAL CONTRACTOR VERIFICATION OF COMPLIANCE

PROJECT TITLE: Riverdale Drive Extension Improvements

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

My company meets each of the minimum criteria of Minn. Stat. § 16C.285, subd. 3, the Responsible Contractor statute.

Pursuant to Stat. § 16C.285, subd. 3(7), my company 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 they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor or motor carrier.

The undersigned agrees that, if it retains additional subcontractors on the project after submitting its verification of compliance, it shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with Minn. Stat. § 16C.285, subd. 3(7), within 14 days of retaining the additional subcontractors.

Upon request, the undersigned shall submit to the contracting authority copies of the signed verifications of compliance from all subcontractors of any tier and all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a "responsible contractor" as defined in Minn. Stat. § 16C.285, subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, ineligible to be awarded a construction project and may result in termination of a contract awarded to the undersigned. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

Supplemental Contractor Verification of Compliance - Riverdale Drive Extension Improvements	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

© Bolton & Menk, Inc. 2016, All Rights Reserved

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT TITLE: Riverdale Drive Extension Improvements

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. … 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 verifications 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.

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	**Name of city where company home office is located**

Additional Subcontractors List - Riverdale Drive Extension Improvements
By signing this document I certify that I am an owner or officer of the company, and I swear under oath that: All additional subcontractors listed on this form have been verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

© Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 00520 - AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between _____ ("Owner") and

_____ ("Contractor").

Owner and Contractor hereby 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: Riverdale Drive Extension Improvements

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Extend Riverdale Drive NW from Traprock Street NW to Ramsey Boulevard NW.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Bolton & Menk, Inc.

3.02 The Owner has retained Bolton & Menk, Inc., 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 the 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, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A. The Work will be substantially completed on or before September 29, 2017, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 27, 2017.

1. Substantial Completion shall be approved once curb & gutter is in place and the first lift of bituminous pavement in place and the roadway is open to traffic.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

© Bolton & Menk, Inc. 2016, All Rights Reserved

1. Substantial Completion: Contractor shall pay Owner $1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item)

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

C. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 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 and Third Wednesday of each month day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.

1. Prior to Substantial 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. No payment shall be made for materials and equipment not incorporated in the Work.

© Bolton & Menk, Inc. 2016, All Rights Reserved

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Progress Payment to Subcontractors*

A. For contracts within the State of Minnesota, MN Statute 471.425 Subd. 4a. shall apply. MN Statute 471.425 Subd. 4a. requires:

1. The prime contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment for undisputed services provided by the subcontractor.

2. The prime contractor shall pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

3. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10. For an unpaid balance of less than $100, the prime contractor shall pay the actual penalty due to the subcontractor.

4. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action."

6.04 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, 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 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, if any, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract

© Bolton & Menk, Inc. 2016, All Rights Reserved

Documents, if any, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.

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 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.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to ___, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. General Conditions (pages 1 to 65, inclusive).
5. Supplementary Conditions (pages ___ to ___, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: ___ [or] the Drawings listed on the attached sheet index.
8. Addenda (numbers ___ to ___, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages ___ to ___, inclusive).
    b. Executed Section 00415 – Responsible Contractor – Proposal Attachment
    c. Executed Section 00515 - Responsible Contractor – Award Attachment
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

© Bolton & Menk, Inc. 2016, All Rights Reserved

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.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – 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. Unless expressly agreed to elsewhere in the Contract, 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, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

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.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

© Bolton & Menk, Inc. 2016, All Rights Reserved

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

© Bolton & Menk, Inc. 2016, All Rights Reserved

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:	CONTRACTOR:
City of Ramsey	
By:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
	License No.: *(where applicable)*
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

******END OF SECTION******

© Bolton & Menk, Inc. 2016, All Rights Reserved

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

NOTICE TO PROCEED

Owner:	City of Ramsey	Owner's Contract No.:	
Contractor:		Contractor's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	R16.111092
Project:	Riverdale Drive Extension Improvements	Contract Name:	
		Effective Date of Contract:	

TO CONTRACTOR:

[_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____] ***or*** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Owner: City of Ramsey

_____

Authorized Signature

By: _____

Title: _____

Date Issued _____

Copy: Engineer

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER (name and address):
City of Ramsey, 7550 Sunwood Drive NW, Ramsey, MN 55303-6140

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: Riverdale Drive Extension Improvements

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (seal)	_____ (seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (attach power of attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint ventures. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER: City of Ramsey, 7550 Sunwood Drive NW, Ramsey, MN 55303-6140

CONSTRUCTION CONTRACT:

Effective Date of the Agreement:
Amount:
Description: Riverdale Drive Extension Improvements

BOND

Bond Number:
Date (not earlier than the Effective Date of the Agreement of the Construction Contract):
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ (seal)	_____ (seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (attach power of attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

   5.1 Claimants who do not have a direct contract with the Contractor,

      5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

      5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

   5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

   7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   7.2 Pay or arrange for payment of any undisputed amounts.

   7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

(2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim**: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract**: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

General Conditions

for

Edition C-700 (Rev 1) EJCDC - 2013

Riverdale Drive Extension Improvements

SAP 119-115-003

SP 0202-101

City of Ramsey

Ramsey, MN

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by







EJCDC® C-700, Standard General Conditions of the Construction Contract.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

Copyright © 2013:

National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

The copyright for this document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1

1.01 Defined Terms 1

1.02 Terminology 5

Article 2 – Preliminary Matters 6

2.01 Delivery of Bonds and Evidence of Insurance 6

2.02 Copies of Documents 6

2.03 Before Starting Construction 6

2.04 Preconstruction Conference; Designation of Authorized Representatives 7

2.05 Initial Acceptance of Schedules 7

2.06 Electronic Transmittals 7

Article 3 – Documents: Intent, Requirements, Reuse 8

3.01 Intent 8

3.02 Reference Standards 8

3.03 Reporting and Resolving Discrepancies 8

3.04 Requirements of the Contract Documents 9

3.05 Reuse of Documents 10

Article 4 – Commencement and Progress of the Work 10

4.01 Commencement of Contract Times; Notice to Proceed 10

4.02 Starting the Work 10

4.03 Reference Points 10

4.04 Progress Schedule 10

4.05 Delays in Contractor's Progress 11

Article 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions 12

5.01 Availability of Lands 12

5.02 Use of Site and Other Areas 12

5.03 Subsurface and Physical Conditions 13

5.04 Differing Subsurface or Physical Conditions 14

5.05 Underground Facilities 15

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.06 Hazardous Environmental Conditions at Site 17
Article 6 – Bonds and Insurance 19
6.01 Performance, Payment, and Other Bonds 19
6.02 Insurance—General Provisions 19
6.03 Contractor's Insurance 20
6.04 Owner's Liability Insurance 23
6.05 Property Insurance 23
6.06 Waiver of Rights 25
6.07 Receipt and Application of Property Insurance Proceeds 25
Article 7 – Contractor's Responsibilities 26
7.01 Supervision and Superintendence 26
7.02 Labor; Working Hours 26
7.03 Services, Materials, and Equipment 26
7.04 "Or Equals" 27
7.05 Substitutes 28
7.06 Concerning Subcontractors, Suppliers, and Others 29
7.07 Patent Fees and Royalties 31
7.08 Permits 31
7.09 Taxes 32
7.10 Laws and Regulations 32
7.11 Record Documents 32
7.12 Safety and Protection 32
7.13 Safety Representative 33
7.14 Hazard Communication Programs 33
7.15 Emergencies 34
7.16 Shop Drawings, Samples, and Other Submittals 34
7.17 Contractor's General Warranty and Guarantee 36
7.18 Indemnification 37
7.19 Delegation of Professional Design Services 37
Article 8 – Other Work at the Site 38
8.01 Other Work 38
8.02 Coordination 39
8.03 Legal Relationships 39

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Article 9 – Owner's Responsibilities 40
9.01 Communications to Contractor 40
9.02 Replacement of Engineer 40
9.03 Furnish Data 40
9.04 Pay When Due 40
9.05 Lands and Easements; Reports, Tests, and Drawings 40
9.06 Insurance 40
9.07 Change Orders 40
9.08 Inspections, Tests, and Approvals 41
9.09 Limitations on Owner's Responsibilities 41
9.10 Undisclosed Hazardous Environmental Condition 41
9.11 Evidence of Financial Arrangements 41
9.12 Safety Programs 41
Article 10 – Engineer's Status During Construction 41
10.01 Owner's Representative 41
10.02 Visits to Site 41
10.03 Project Representative 42
10.04 Rejecting Defective Work 42
10.05 Shop Drawings, Change Orders and Payments 42
10.06 Determinations for Unit Price Work 42
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work 42
10.08 Limitations on Engineer's Authority and Responsibilities 42
10.09 Compliance with Safety Program 43
Article 11 – Amending the Contract Documents; Changes in the Work 43
11.01 Amending and Supplementing Contract Documents 43
11.02 Owner-Authorized Changes in the Work 44
11.03 Unauthorized Changes in the Work 44
11.04 Change of Contract Price 44
11.05 Change of Contract Times 45
11.06 Change Proposals 45
11.07 Execution of Change Orders 46
11.08 Notification to Surety 47
Article 12 – Claims 47

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

12.01 Claims 47
Article 13 – Cost of the Work; Allowances; Unit Price Work 48
13.01 Cost of the Work 48
13.02 Allowances 50
13.03 Unit Price Work 51
Article 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 52
14.01 Access to Work 52
14.02 Tests, Inspections, and Approvals 52
14.03 Defective Work 53
14.04 Acceptance of Defective Work 53
14.05 Uncovering Work 53
14.06 Owner May Stop the Work 54
14.07 Owner May Correct Defective Work 54
Article 15 – Payments to Contractor; Set-Offs; Completion; Correction Period 55
15.01 Progress Payments 55
15.02 Contractor's Warranty of Title 58
15.03 Substantial Completion 58
15.04 Partial Use or Occupancy 59
15.05 Final Inspection 59
15.06 Final Payment 59
15.07 Waiver of Claims 61
15.08 Correction Period 61
Article 16 – Suspension of Work and Termination 62
16.01 Owner May Suspend Work 62
16.02 Owner May Terminate for Cause 62
16.03 Owner May Terminate For Convenience 63
16.04 Contractor May Stop Work or Terminate 63
Article 17 – Final Resolution of Disputes 64
17.01 Methods and Procedures 64
Article 18 – Miscellaneous 64
18.01 Giving Notice 64
18.02 Computation of Times 64
18.03 Cumulative Remedies 64

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.04 Limitation of Damages 65
18.05 No Waiver 65
18.06 Survival of Obligations 65
18.07 Controlling Law 65
18.08 Headings 65

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

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

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

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

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

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

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

5.01 *Availability of Lands*

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

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

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

5.03 *Subsurface and Physical Conditions*

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

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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

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

7.08 *Permits*

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

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

7.09 *Taxes*

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

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

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

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

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

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

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

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

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

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

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

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

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

9.07 *Change Orders*

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

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner's Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

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

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

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

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

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

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

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

11.02 *Owner-Authorized Changes in the Work*

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

11.03 *Unauthorized Changes in the Work*

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

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

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

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

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

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

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

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

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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

D. *Payment Becomes Due*:

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

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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

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

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Headings*

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

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Supplementary Conditions

for

Edition C-700 EJCDC® - 2013

Riverdale Drive Extension Improvements

SAP 119-115-003

SP 0202-101

City of Ramsey

Ramsey, MN

SECTION 00800 - SUPPLEMENTARY CONDITIONS

TO THE STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT
SUPPLEMENTARY CONDITIONS - GENERAL COMMENTS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions which are not so amended or supplemented remain in full force and effect.

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

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-4.03 REFERENCE POINTS

Delete Paragraph 4.03.A of the General Conditions in its entirety and insert the following Paragraph 4.03.A in its place:

4.03.A. The OWNER will provide engineering surveys to establish reference points for construction as described in Section 01720, Field Engineering, of the Specifications.

SC-5.03 SUBSURFACE AND PHYSICAL CONDITIONS

Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

5.03.A. The following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner:

1. Soil borings and geotechnical reports:

    a. Report dated January 14, 2016, prepared by Northern Technologies, Inc. entitled: Geotechnical Exploration and Engineering Review. The “technical data” contained in such report upon which Contractor may rely are those indicated in the definition of Technical Data in the General Conditions.

    b. The subsurface conditions and ground water levels (or lack thereof) indicated in any soil boring log is only representative of the conditions present at the time the soil borings were taken and at the location of the respective soil boring. The soil conditions can be expected to vary in areas away from the soil boring locations and the ground water levels can be expected to vary in different location and seasonally

5.03B. Copies of reports and drawings identified in SC-5.03 that are not included with the Bidding Documents may be examined at 7533 Sunwood Drive NW, Suite 206, Ramsey, MN 55303, (763) 433-2851, fax (763)427-0833 during regular business hours.

SC-5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS

Delete subparagraphs 5.06.A.1 and 5.06.A.2 in their entirety and insert the following:

5.06.A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

© Bolton & Menk, Inc. 2016, All Rights Reserved

SC-6.02 INSURANCE – GENERAL PROVISIONS

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

6.02.B.1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.03 Contractor's Insurance

Delete paragraph SC-6.03.J in its entirety and insert the following:

6.03.J. The coverage requirements for specific policies of insurance, including the requirements of SC 6.03.K.2.a, must be met by such policies, with exception that an Excess or Umbrella Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

SC-6.03 Add the following new paragraph immediately after Paragraph 6.03.J:

6.03.K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

Employer's Liability:		
Bodily injury, each accident	$	1,000,000.00
Bodily injury by disease, each employee	$	1,000,000.00
Bodily injury/disease aggregate	$	1,000,000.00

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate		2,000,000.00
Products - Completed Operations Aggregate	$	2,000,000.00
Each Occurrence (Bodily Injury and Property Damage)	$	1,500,000.00
Personal and Advertising Injury	$	1,500,000.00

a. The aggregate limits under SC-6.03.K.2 (Commercial General Liability) be maintained fully available for this Contract by obtaining and maintaining a Designated Construction Project General Aggregate Limit endorsement, or equivalent

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:		
Each person	$	1,000,000.00
Each accident	$	1,000,000.00
Property Damage:		
Each accident	$	1,000,000.00

5. Contractor's Pollution Liability:

© Bolton & Menk, Inc. 2016, All Rights Reserved

Per Occurrence	$	N/A
General Aggregate	$	N/A

☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

SC-6.05 PROPERTY INSURANCE

Add the following to the list of requirements in Paragraph 6.05.A, after item 13, as numbered items:

14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorney's fees and engineering or other consultants' fees, if not otherwise covered;

SC-7.08 PERMITS

The following Paragraph 7.08.B shall be added immediately after Paragraph 7.08.A:

7.08.B. If the OWNER has obtained, or has applied for, the necessary construction permits from any regulatory agencies, they will be addressed in Section 01410, Regulatory Requirements, of the Specifications. CONTRACTOR shall obtain and pay for all construction permits, licenses and bonds, not specifically highlighted as previously obtained, or applied for, in the referenced Section.

SC-7.11 RECORD DOCUMENTS

The following Paragraphs 7.11.B through 7.11.C shall be added immediately after Paragraph 7.11.A:

7.11.B. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modification of the work to proceed without lengthy and expensive site measurement, investigation, and examination.

7.11.C. Prior to submitting a request for final payment, submit the final Project Record Documents to the Engineer and/or Owner for approval. Approval of the Record Documents shall not constitute final acceptance of the completed project.

SC-7.12 SAFETY AND PROTECTION

The following Paragraph 7.12.A.4 shall be added immediately after Paragraph 7.12.A.3:

7.12.A.4. The OWNER, ENGINEER or their representatives may indicate potential safety hazards noticed at the construction site. However, the CONTRACTOR shall remain the only party liable for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

SC-7.20 PROGRESS PAYMENTS TO SUBCONTRACTORS

Add the following Paragraph 7.20 immediately after Paragraph 7.19

7.20 Progress Payments to Subcontractors

A. For contracts involving payment with public funds within the State of Minnesota, including but not limited to cities, counties, towns, school districts, political subdivisions or agencies of local government, within ten days after receipt of payment has been made to the Prime Contractor, the Prime Contractor shall make payment to all Subcontractors for undisputed services provided by the Subcontractor. The Prime Contractor shall pay interest of 1.5% per month or for any part of a month to the Subcontractor on any

© Bolton & Menk, Inc. 2016, All Rights Reserved

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 Prime Contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a Prime Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

SC-8.02 COORDINATION

Delete Paragraph 8.02.A and 8.02.B in its entirety and replace with the following:

8.02.A. Owner does not intend to contract with others for the performance of other work on the Project at the Site.

SC-8.04 CLAIMS BETWEEN CONTRACTORS

Add the following new paragraphs immediately after paragraph 8.03:

8.04 Claims Between Contractors

8.04.A. Should Contractor cause damage to the work or property of any other contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Owner, Engineer, or the construction coordinator, then Contractor (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.

8.04.B. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner, Engineer, the construction coordinator and the officers, directors, partners, employees, agents and other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including, but not limited to, fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any other contractor against Owner, Engineer, consultants, or the construction coordinator to the extent said claim is based on or arises out of Contractor's performance of the Work. Should another contractor cause damage to the Work or property of Contractor or should the performance of work by any other contractor at the Site give rise to any other Claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer, or the construction coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer, or the construction coordinator on account of any such damage or Claim.

8.04.C. If Contractor is delayed at any time in performing or furnishing the Work by any act or neglect of another contractor, and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, Contractor may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be Contractor's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

SC-10.03 PROJECT REPRESENTATIVE

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

10.03.B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

© Bolton & Menk, Inc. 2016, All Rights Reserved

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

    a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

    b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Start-ups:

© Bolton & Menk, Inc. 2016, All Rights Reserved

a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. Records:

a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

c. Maintain records for use in preparing Project documentation.

11. Reports:

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

© Bolton & Menk, Inc. 2016, All Rights Reserved

10.03.C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-13.03. UNIT PRICE WORK

Delete Paragraph 13.03.E. in its entirety and insert the following in its place:

13.03.E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the original bid amount of a particular item of Unit Price Work amounts to five (5) percent or more of the total Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than twenty (20) percent from the estimated quantity of such item indicated in the Agreement; and
2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if Contractor believes that Contractor has incurred additional expense as a result thereof or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, either Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

SC-15.01.B.4 APPLICATIONS FOR PAYMENT

Add the following Paragraph 15.01.B.4 immediately after Paragraph 15.01.B.3.

15.01.B.4. All out-of-state contractors shall comply with all State of Minnesota surety deposit requirements. The OWNER may withhold an additional sum of 8 percent of the amount due the CONTRACTOR from each payment and forward it to the Department of Revenue until the CONTRACTOR's state tax obligations are considered fulfilled unless the CONTRACTOR can show reason for exemption. Exemption will be granted provided the out-of-state CONTRACTOR meets the exemption guidelines established for the Minnesota Department of Revenue. All necessary forms may be obtained from the Minnesota Department of Revenue, Mail Station 4450, St. Paul, Minnesota 55146-4450, or phone 1-800-657-3777 or online at: http://www.revenue.state.mn.us/businesses/withholding/Pages/Forms.aspx .

SC-15.01.C. REVIEW OF APPLICATIONS

Delete Paragraph 15.01.C.1.

© Bolton & Menk, Inc. 2016, All Rights Reserved

SC-15.01.D.1 PAYMENT BECOMES DUE

Delete Paragraph 15.01.D.1 in its entirety and replace with the following:

15.01.D.1 The time period for payment shall be in accordance with the Agreement.

SC-15.04 PARTIAL UTILIZATION

Add the following Paragraph 15.04.B immediately after Paragraph 15.04.A.4 of the General Conditions. Paragraph 15.04.B modifies Paragraph 15.04.A of the General Conditions and reference is made thereto.

15.04.B. Nothing in Paragraph 15.04.A shall obligate the CONTRACTOR to apply for a Certificate of Substantial Completion for any part of this Project. The provisions for partial utilization of the Project, if any, are established by the Specifications and no Certificate of Substantial Completion will be issued for partial utilization occurring within the terms of the Specifications. Partial utilization of the Project not covered by the Specifications shall be in accordance with Paragraph 15.04.A and its sub-paragraphs. If a Certificate of Substantial Completion is not issued, Substantial Completion shall be when final payment is due in accordance with Paragraph 15.06.D.

SC-15.06.A.4. WITHHOLDING OF INCOME TAX AT SOURCE

Add the following Paragraph 15.06.A.4. Immediately following Paragraph 15.06.A.3 of the General Conditions and immediately before 15.06.B:

15.06.A.4. "Final payment will not be made to the CONTRACTOR until a certificate showing that the CONTRACTOR has complied with the provisions of M.S.A. 290.92 requiring withholding of income tax on wages at the source. Said certificate shall be executed by the Commissioner of Revenue. Forms for certification may be obtained from the Commissioner of Revenue, Centennial Building, St. Paul, Minnesota 55145."

SC-15.08 CORRECTION PERIOD

Modify Paragraphs 15.08.A of the General Conditions to change all references for the correction period length from one year to two years, except for luminaries, which is five years.

Add the following Paragraph 15.08.F immediately after Paragraph 15.08.E:

15.08.F. For purposes of this Paragraph 15.08, the date of Substantial Completion shall be interpreted as the date when final payment is due in accordance with Paragraph 15.06.B and 15.06.C, and the two year correction period shall commence on the date when final payment is due in accordance with Paragraph 15.06.B and 15.06.C, unless otherwise modified by the Specifications or by Written Agreement.

******END OF SECTION******

© Bolton & Menk, Inc. 2016, All Rights Reserved

STATE FUNDED ONLY CONSTRUCTION CONTRACTS
SPECIAL PROVISIONS DIVISION A - LABOR

I. INTRODUCTION

A. **Policy Statement.** It is in the public interest that public buildings and other public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works projects be compensated according to the real value of the services they perform.[1]

B. **State and Federal Regulations Govern.** This Contract is subject to the Minnesota Prevailing Wage Act[2], Minnesota Fair Labor Standards Act[3], Minnesota Rules[4], Minnesota Department of Labor and Industry (MnDLI) Wage Decision(s), MnDLI Truck Rental Rate Schedule and the Federal Fair Labor Standards Act.[5]

C. **Purpose.** These provisions: (1) outline your obligations under state and federal laws, rules and regulations; (2) explain the requirements necessary to demonstrate compliance; and (3) explain the processes that the Department will undertake to ensure compliance.

D. **Questions or Resources.** Please visit the Minnesota Department of Transportation (MnDOT) Labor Compliance Unit (LCU) website at: www.dot.state.mn.us/const/labor.

II. DEFINITIONS

Many of the terms used in these provisions are defined in MnDOT's Standard Specifications for Construction,[6] unless defined below.

A. **Apprentice.** A Worker at least 16 years of age who is employed to learn an apprenticeable trade or occupation in a registered apprenticeship program.[7]

B. **Bona Fide.** Made or carried out in good faith; authentic.[8]

C. **Certified Payroll Report (CPR).** A report comprised of two components; (1) a payroll report, and (2) a statement of compliance report.[9]

D. **Contractor.** An individual or business entity that is engaged in construction or construction service-related activities including trucking activities either directly or indirectly through a Contract, or by Subcontract with the Prime Contractor, or by a further Subcontract with any other person or business entity performing Work.[10]

E. **Employer.** An individual, partnership, association, corporation, business trust, or other business entity that hires a Worker.[11]

F. **Fringe Benefit.** An employment benefit given in addition to a Worker's wages or salary.[12]

G. **Independent Truck Owner/Operator (ITO).** An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project.[13]

---

[1] Minn. Stat. 177.41
[2] Minn. Stat. 177.41 to 177.44
[3] Minn. Stat. 177.21 to 177.35
[4] Minn. R. 5200.1000 to 5200.1120
[5] 29 U.S.C. 201, et seq.
[6] MnDOT Standard Specifications for Construction, Section 1103
[7] Minn. Stat. 178.011, Subdivision 2
[8] The American Heritage College Dictionary, Third Edition, 2000
[9] Minn. R. 5200.1106, Subpart 10
[10] Minn. R. 5200.1106, Subpart 2(D)
[11] Minn. Stat. 177.42, Subdivision 7
[12] The American Heritage College Dictionary, Third Edition, 2000
[13] Minn. R. 5200.1106, Subpart 7(A)

H. **Journeyworker.** A person who has attained a level of skill, abilities, and competencies recognized within and industry as having mastered the skills and competencies required for the trade or occupation.[14]

I. **Prime Contractor.** An individual or business entity that enters into a Contract with the Department.[15]

J. **Subcontract.** A Contract that assigns some obligations of a prior Contract to another party.[16]

K. **Substantially In Place.** Mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited.[17]

L. **Total Prevailing Wage Rate.** The sum of the prevailing hourly "basic" and "fringe" rate that is established in a Wage Decision.

M. **Trucking Broker (Broker).** An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users (Contractor) of such services, contracting to obtain such services from providers (ITO/MTO) of trucking services, dispatching the providers (ITO/MTO) of the services to do Work as required by the users (Contractor) of the services, receiving payment from the users (Contractor) in consideration of the trucking services provided, and making payment to the providers (ITO/MTO) for the services.[18]

N. **Trucking Firm/Multiple Truck Owner (MTO).** Any legal business entity that owns more than one vehicle and hires the vehicles out for services to Trucking Brokers or Contractors on public works projects.[19] A MTO also includes: (1) a legal business entity that is not primarily owned by the operator of the truck; and (2) a legal business entity that owns one truck that is operated by two or more individuals.

O. **Truck Rental Rate Schedule.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly Total Prevailing Wage Rate and operating cost for various types of trucks that perform hauling activities (Work) under a Contract that is funded in whole or in part with state funds.[20]

P. **Wage Decision.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly basic rate of pay and hourly Fringe Benefits for various labor classifications that perform Work under a Contract that is funded in whole or in part with state funds.[21]

Q. **Work (Work).** All construction activities associated with a public works project, including any required hauling activities on-the-site-of or to-or-from a public works project and conducted pursuant to a Contract, regardless of whether the construction activity or Work is performed by the Prime Contractor, subcontractor, Trucking Broker, Trucking Firm (MTO), ITO, independent contractor, or employee or agent of any of the foregoing entities.[22]

R. **Worker (Laborer or Mechanic).** A Worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.[23]

[14] Minn. Stat. 178.011, Subdivision 9
[15] Minn. R. 5200.1106, Subpart 2(C)
[16] The American Heritage College Dictionary, Third Edition, 2000
[17] Minn. R. 5200.1106, Subpart 5(C)
[18] Minn. R. 5200.1106, Subpart 7(C)
[19] Minn. R. 5200.1106, Subpart 7(B)
[20] Minn. R. 5200.1105
[21] Minn. R. 5200.1020 to 5200.1060
[22] Minn. R. 5200.1106, Subpart 2(A)
[23] Minn. R. 5200.1106, Subpart 5(A)

III. APPLICATION & UNDERSTANDING

A. **Provisions & Prevailing Wage Rates Apply.** These provisions, along with the prevailing Wage Decision(s) that are incorporated into the Contract, apply to all Contractors contracting to do all or part of the Work.[24]

B. **Truck Rental Rates Apply.** The Truck Rental Rate Schedule incorporated into the Contract applies to all hired trucking entities that perform covered hauling activities related to the project.[25]

C. **Prevailing Wage Terms Must Be Included in All Contracts.** The Prime Contractor is required to ensure that all subcontractors performing Work receive the Contract Wage Decision(s), Truck Rental Rate Schedule, and a copy of these provisions with their written Subcontracts, agreements and/or purchase orders.[26]

D. **Responsible for Understanding All Requirements.** Each Contractor is responsible for understanding all laws, rules, regulations, plans, and specifications that are incorporated physically, or by reference, into the Contract.[27]

E. **E-Verify.** For services valued in excess of $50,000, the Contractor certifies that as of the date of services performed on behalf of State, the Contractor will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work under the contract. The Prime Contractor is responsible to collect all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with the Prime Contractor and made available to the State upon request.

IV. VENDOR REGISTRATION

Vendor Registration Required. A Contractor that performs Work, supplies material, or product must be registered with MnDOT. The Contractor must complete and submit a vendor form[28] to the MnDOT LCU[29], along with all applicable documentation that is required. This registration process is separate and distinct from other state agency requirements.

V. LABOR CLASSIFICATIONS

A. **Labor Classification Assignment.** A Worker must be paid at least the Total Prevailing Wage Rate in the same or most similar trade or occupation.[30] To determine the appropriate labor classification for a Worker, a Contractor must refer to the Wage Decision(s) incorporated into the Contract, the labor classification descriptions for laborers and special crafts established in Minnesota Rules or the United States Department of Labor's Dictionary of Occupational Titles.[31]

B. **Labor Classification Clarification & Disputes.** A Contractor needing assistance in determining a labor classification must submit a Classification Clarification Request[32] to the MnDOT LCU for a written decision. If the Contractor chooses to contest the classification assignment, it must provide written notice to the MnDOT LCU. The MnDOT LCU will forward the matter to the MnDLI for a final ruling.

C. **Performing Work in Multiple Labor Classifications.** For Workers performing Work in multiple labor classifications, the Contractor must compensate at a minimum the Total Prevailing Wage Rate, and report the hours worked, in each applicable labor classification.[33]

---

[24] Minn. Stat. 177.44, Subdivision 1
[25] Minn. Stat. 177.44, Subdivision 3
[26] MnDOT Standard Specifications for Construction, Section 1801
[27] MnDOT Standard Specifications for Construction, Section 1701
[28] www.dot.state.mn.us/const/labor/documents/forms/contractorform2016.pdf or www.dot.state.mn.us/const/labor/documents/forms/truckvendorform2016.pdf
[29] lcusupport.dot@state.mn.us
[30] Minn. Stat. 177.44, Subdivision 1
[31] Minn. R. 5200.1101 and 1102 and US DOL Dictionary of Occupational Titles
[32] http://www.dot.state.mn.us/const/labor/documents/forms/classification-clarification-request.pdf
[33] Minn. Stat. 177.44, Subdivision 1

VI. WAGE DECISION(S) & WAGE RATE(S)

A. **Applicability of a Highway and Heavy Wage Decision.** A highway and heavy Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct or maintain a highway or other public works project, such as a road, street, airport runway, bridge, power plant, dam or utility[34] that is external to a sheltered enclosure (structure). This includes, but is not limited to, the following Work: site clearing; grading; excavating backfilling; paving; curbs; gutters; sidewalks; culverts; bridges; lighting systems; traffic management systems; installing of utilities out from an exterior meter; fuel islands; communication towers; or other activities similar to highway and/or heavy Work.

B. **Applicability of a Commercial Wage Decision.** A commercial Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct a sheltered enclosure (structure) with walk-in access for the purpose of housing persons, machinery, equipment or supplies.[35] This includes, but is not limited to, the following Work: constructing foundations, aprons, stoops; framing walls; installing windows, doors, tiling, plumbing, electrical, HVAC systems; roofing; installing utilities into the building from an exterior meter.

C. **Pay According to Wage Decision(s).**

1. **Contract with One Wage Decision.** If the Contract contains one Wage Decision, the Contractor must examine the Wage Decision and compensate the Worker at a minimum the Total Prevailing Wage Rate for the appropriate labor classification(s).

2. **Contract with Multiple Highway/Heavy Wage Decisions.** If the Contract contains multiple Highway/Heavy Wage Decisions, the Contractor must examine each Wage Decision and compensate the Worker, at a minimum, the Total Prevailing Wage Rate that is the greatest[36] for the appropriate labor classification(s).

3. **Contract with Highway/Heavy and Commercial Wage Decision(s).** If the Contract contains a Highway/Heavy and Commercial Wage Decision(s), the Contractor must first determine which Wage Decision is applicable to the Worker. The Contractor must then compensate the Worker, at a minimum, the Total Prevailing Wage Rate for the appropriate labor classification(s).

D. **Must Pay Total Prevailing Wage Rate.** A Contractor must compensate each Worker, at a minimum, the Total Prevailing Wage Rate(s) for all hours worked on the project for the appropriate labor classification(s).[37]

E. **Missing Wage Rate.** If a Wage Decision fails to include a wage rate for a labor classification(s) that will be utilized on a project, the Contractor must obtain a wage rate prior to furnishing an estimate, quote or bid.[38]

1. **Wage Rate Request.** A Contractor must complete a Request for Rate Assignment form[39] and submit it to the MnDOT LCU[40] for processing.

2. **No Contract Price Adjustment for Missing Wage Rate.** If MnDLI determines that a higher wage rate applies, the Department will not reimburse the Contractor.

F. **Salaried Worker.** A salaried Worker is not exempt from these Provisions. A Contractor must convert the Worker's salary to an average hourly rate of pay by dividing the Worker's salary by the total number of hours Worked (government and non-government) during the pay period.[41] A salaried Worker must be included on a CPR.

---

[34] Minn. R. 5200.1010, Subdivision 3
[35] United States Department of Labor All Agency Memorandum #130
[36] Minn. Stat. 177.44, Subdivision 4
[37] Minn. Stat. 177.44,Subdivision 1
[38] Minn. R. 5200.1030, Subpart 2a(C)
[39] http://www.dot.state.mn.us/const/labor/documents/forms/request-for-rate-assignment.doc
[40] lcusupport.dot@state.mn.us
[41] Refer to Appendix A

G. **Reduction in Standard (Private) Contractual Regular Rate of Pay Prohibited.** A Contractor must not reduce a Worker's standard, contractual regular rate of pay when the prevailing wage rate(s) certified by the MnDLI is less.[42]

H. **Prohibited Payment Practices.** A Contractor is prohibited from taking (accepting) a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.[43]

I. **Prohibited Deductions.** Direct or indirect deductions from a Worker's wages will not be allowed for:[44]

1. **Uniforms.** Purchased or rented uniforms or specifically designed clothing that is required by the Employer, by the nature of employment, or by statute, or as a condition of employment.

2. **Equipment.** Purchased or rented equipment used in employment. The cost of the Worker's use of equipment used outside of employment, such as tools, a motor vehicle, cell phone, may be deducted only if an agreement between the Employer and employee existed prior to the purchase of the equipment.

3. **Supplies.** Consumable supplies required in the course of employment.

4. **Travel Expenses.** Travel expenses in the course of employment except those incurred in traveling to and from the employee's residence and place of employment.

J. **Permissible Payroll Deductions.** Deduction(s) voluntarily consented to, or authorized, by the Worker in writing, and in advance of the period in which work is done, is allowable, along as the deduction(s) is bona fide and in the best interested of the Worker.[45]

VII. HOURS OF WORK

A. **Work Performed Under the Contract.** A Worker performing Work is subject to prevailing wage for all hours associated with the Contract[46], unless the Worker is exempt under state law.[47]

B. **Wait Time Subject to Prevailing Wage.** A Worker who is required to remain on the project and is waiting to Work because of the fault of the Contractor is considered "engaged to wait" and subject to prevailing wage for the time spent, unless the Worker is completely relieved of duty and free to leave the project for a defined period of time.[48]

C. **On-Call Time Subject to Prevailing Wage.** A Contractor that requires a Worker to remain on the project (or so close to the project that the Worker cannot use the time effectively for the Worker's own purposes) the Worker is considered "on-call."[49] On-call time is paid time, unless the Worker is completely relieved of duty and free to leave the project for a defined period of time.[50]

D. **Travel Time (Compensable).** The following examples are considered hours worked and the Employer must compensate the Worker under the Fair Labor Standards Act:

1. **Travel all in a Day's Work.** Time a Worker spends traveling from place-of-work to Project Site, Project Site to place-of-work, or between project sites, during working hours.[51]

2. **Travel Away from Home Community (One Day).** Time a Worker spends traveling to - and returning from - the other city. The Employer is allowed to subtract the time the Worker would normally spend traveling from home to work.[52] **(see Subpart E(1) of this section)**

[42] Minn. Stat. 181.03, Subdivision 1(2)
[43] Minn. R. 5200.1106, Subpart 6
[44] Minn. Stat. 177.24, Subdivision 4(1-4); Minn. R. 5200.1106, subpart 4
[45] United States Department of Labor Field Operation Handbook, Section 15f07(b)
[46] Minn. Stat. 177.44, Subdivision 1
[47] Minn. Stat. 177.44, Subdivision 2 or Minn. R. 5200.1106, Subpart 4
[48] United States Department of Labor Fact Sheet #22
[49] Minn. R. 5200.0120, Subpart 2
[50] Minn. R. 5200.0120, Subpart 3
[51] United States Department of Labor Fact Sheet #22
[52] United States Department of Labor Fact Sheet #22

3. **Travel Away from Home Community (Overnight).** Time a Worker spends traveling away from - and back to – their home community. The Employer is allowed to subtract the time the Worker would normally spend traveling from home to work.[53] **(see Subpart E(1) of this section)**

E. **Travel Time (Non-Compensable).** The following examples are not considered hours worked and the Employer does not need to compensate the Worker:

1. **Travel from Home to Work.** Time a Worker spends traveling from home-to-work, or work-to-home, before the workday begins, or after the workday ends.[54]

2. **Passenger in a Vehicle.** Time a Worker spends as a passenger in a vehicle traveling away from home community, outside of regular working hours, on any day of the week. This exemption only applies to a Worker that is not performing any work-related duties during the time as a passenger.[55]

VIII. FRINGE BENEFITS

A. **Funded Fringe Benefit Plan Criteria.** In order for a funded Fringe Benefit (e.g., health/medical insurance, disability insurance, life insurance, pension, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:[56]

1. a contribution irrevocably made by a Contractor on behalf of an Worker to a financially responsible trustee, third person, fund, plan, or program;

2. carried out under a financially responsible plan or program;

3. legally enforceable;

4. communicated in writing to the Worker; and

5. made available to the Worker once he/she has met all eligibility requirements.

B. **Unfunded Fringe Benefit Plan Criteria.** In order for a unfunded Fringe Benefit (e.g., vacation, holiday, sick leave, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:[57]

1. reasonably anticipated to provide a benefit;

2. a commitment that can be legally enforced;

3. carried out under a financially responsible plan or program;

4. communicated in writing to the Worker; and

5. made available to the Worker once he/she has met all eligibility requirements.

C. **Fringe Benefit Contributions for Hours Worked.** A Contractor that provides Fringe Benefits to a Worker must make contributions, not less than quarterly[58], for all hours worked,[59] including overtime hours, unless it's a defined benefit or contribution plan that provides for immediate participation and immediate or essentially immediate vesting **(see subpart D2 of this section)**.[60]

[53] United States Department of Labor Fact Sheet #22
[54] United States Department of Labor Fact Sheet #22
[55] United States Department of Labor Fact Sheet #22
[56] Minn. Stat. 177.42, Subdivision 6
[57] Minn. Stat. 177.42, Subdivision 6
[58] 29 CRF, Part 5.5(a)(1)(i)
[59] Government and non-government Work
[60] United States Department of Labor Field Operation Handbook, Section 15f14(f)(1)

D. **Hourly Fringe Benefit Credit.** An hourly Fringe Benefit credit toward the Total Prevailing Wage Rate must be determined separately for each Worker[61] based on one or more of the following methods:

1. **Monthly, Quarterly or Annual Computation Methods.** A Contractor must compute its monthly, quarterly or annual cost[62] of a particular Fringe Benefit and divide that amount by the estimated total number of hours worked (government and non-government) during the time frame used.[63] Typical plans that require monthly, quarterly or annual computations include but are not limited to: health/medical insurance, disability insurance, life insurance, vacation, holiday, sick leave and defined benefit or contribution pension plans that do not provide for immediate participation and immediate or essentially immediate vesting.

2. **Fringe Benefit Credit not Requiring Monthly, Quarterly or Annual Computation Methods.** A defined benefit or contribution pension plan that allows for a higher hourly rate of contribution for government work (prevailing wage) than non-government (non-prevailing wage) will be fully credited only if the plan provides for immediate participation and immediate or essentially immediate vesting.[64]

E. **Wages In Lieu of Fringe Benefits.** A Contractor that does not provide full Fringe Benefits must compensate a Worker the difference between the Total Prevailing Wage Rate and the rate actually paid for the appropriate labor classification(s).[65] The compensation paid is considered wages and subject to tax liabilities.

1. **Overtime**. The cash equivalent (wages paid) made in lieu of Fringe Benefits is excluded from the overtime calculation requirement, unless the cash equivalent (wages paid) is part of the Worker's standard straight time wage.[66]

F. **Administrative Costs Not Creditable.** Administrative expenses incurred by a Contractor in connection with the administration of a Bona Fide Fringe Benefit plan are not creditable towards the Total Prevailing Wage Rate.[67]

G. **Federal, State & Local Fringe Benefit Credit Prohibited.** No credit is allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.[68]

H. **Transportation, Board and Lodging Costs Not Fringe Benefits.** Payments for the cost of transportation, board and lodging are not Fringe Benefits.[69] A Contractor that sends a Worker away from home to perform work outside the Worker's normal commuting distance so that, as a practical matter, the Worker can return home on the weekend only, must incur the cost of transportation, meals and lodging.[70]

IX. OVERTIME

A. **Overtime after 8 Hours per Day or 40 Hours per Week.** A Contractor must not permit or require a Worker to work longer than the prevailing hours of labor unless the Worker is paid for all hours in excess of the prevailing hours at a rate of at least 1.5 times the hourly basic rate of pay.[71] The prevailing hours of labor is defined as not more than 8 hours per day and more than 40 hours per week.[72]

[61] United States Department of Labor Field Operation Handbook, Section 15f11(c)
[62] United States Department of Labor Field Operation Handbook, Section 15f12(a-d)
[63] Refer to Appendix B
[64] United States Department of Labor Field Operation Handbook, Section 15f14(f)(1)
[65] United States Department of Labor Field Operation Handbook, Section 15f11(c)
[66] 2010 United States Department of Labor Field Operation Handbook, Section 15k06
[67] United States Department of Labor Field Operation Handbook, Section 15f18
[68] Minn. Stat. 177.42, Subdivision 6
[69] Minn. Stat. 177.44, Subdivision 4(4); Minn. R. 5200.0900, Subpart 1; Minn. R. 5200.0700, Subpart 1.
[70] 2010 United States Department of Labor Field Operation Handbook, Section 15f19
[71] Minn. Stat. 177.44, Subdivision 1 and Refer to Appendix D
[72] Minn. Stat. 177.42, Subdivision 4

B. **Wages in Lieu of Fringe Benefits Overtime.** Wages paid in Lieu of Fringe Benefits must be paid for all hours worked under the contract.

C. **Multiple Labor Classifications and Overtime.** A Worker employed in multiple labor classifications throughout a workweek must be compensated at the applicable labor classification overtime rate in effect during the hours worked in excess of 8 hours per day or 40 hours per week.

D. **Federal Fair Labor Standards Act (FLSA) and Overtime.** A Contractor subject to the FLSA may be subject to additional overtime compensation requirements.

X. PAYROLLS AND STATEMENTS

A. **Reporting.** Each Contractor that is performing Work must submit a CPR(s) to the Department.

1. **Payroll Report (Paper).** Each Contractor performing Work must submit a paper (written) payroll report to the Department. The payroll report is available on the MnDOT LCU website.[73]

2. **Statement of Compliance (Paper).** Each Contractor's paper (written) payroll report must include a paper (written) "Statement of Compliance Form". The "Statement of Compliance Form" must: (1) state whether or not Fringe Benefits are provided to a Worker; (2) provide a description of each benefit, the hourly contribution made on behalf of each Worker, along with fund/plan information; and (3) a signature attesting that the payroll and Fringe Benefit information provided is truthful and accurate.[74]

3. **Electronic Reporting.** If the Contract is subject to electronic reporting, each Contractor performing Work must submit a CPR(s) using the AASHTOWare, Civil Rights Labor (CRL) system. Refer to the **Special Provisions Division S – "Electronic Submission of Payrolls and Statements"** which is incorporated into and found elsewhere in the Contract for detailed requirements.

B. **Biweekly Payroll Reporting and Payment of Wages.** A CPR(s) must be submitted no later than 14 calendar days after the end of each Contractor's pay period[75] to the Department. A Contractor must pay its employees at least once every 14 calendar days.[76]

C. **Payroll Report Data.** Each payroll report must include all Workers that performed Work and provide at a minimum the following information:[77]

1. Contractor's name, address, and telephone number.
2. State project number.
3. Contract number (if applicable).
4. Project number.
5. Payroll report number.
6. Project location.
7. Workweek end date.
8. Each Worker's name, home address, and social security number.[78]
9. Labor classification(s) title(s) and optional three-digit code for each Worker.

[73] www.dot.state.mn.us/const/labor/certifiedpayroll.html
[74] Minn. R. 5200.1106, Subpart 10
[75] Minn. Stat. 177.43, Subdivision 3
[76] Minn. Stat. 177.30 (a)(4)
[77] Minn. Stat. 177.30 (a)(1-4) and Minn. R. 5200.1106, Subpart 10
[78] Minn. R. 5200.1106, Subpart 10A & Minn. Stat. 13.355, Subdivision 1

10. Hours worked daily and weekly in each labor classification, including overtime hours, for each Worker.

11. Wage rate paid to each Worker for straight time and overtime.

12. Authorized legal deductions for each Worker.

13. Project gross amount, weekly gross amount, and net wages paid to each Worker.

D. **Prime Contractor to Ensure Compliance.** The Prime Contractor must review the CPR(s) submitted by each lower tier Contractor and sign the "Statement of Compliance Form".[79] The Prime Contractor must ensure that each lower tier Contractor's CPR(s) include all Workers that performed Work and accurately reflect labor classifications, hours worked, regular and overtime rates of pay, gross earnings for the project and Fringe Benefits.[80]

E. **Retention of CPR(s).** The Prime Contractor must keep its written CPR(s), including those of all lower tier Contractors, for three (3) years after the final payment is issued.[81]

F. **Retention of Employment-Related Records.** Each Contractor must keep employee records, including, but not limited to: Fringe Benefit statements, time cards, payroll ledgers, check registers and canceled checks[82] for at least three (3) years after the final payment is issued.[83] Other laws may have longer retention requirements.

G. **Detailed Earning Statement.** At the end of each pay period, each Contractor must provide every Worker, in writing or by electronic means, an accurate, detailed earnings statement.[84]

H. **Reports and Records Request.** Upon a request from the Department, the Prime Contractor must promptly furnish copies of CPR(s) for its Workers and those of all lower tier Contractors, along with employment-related records, documents, and agreements that the Department considers necessary to determine compliance.[85]

XI. APPRENTICES, TRAINEES AND HELPERS

A. **Apprentice.** An Apprentice will be permitted to Work at less than the prevailing basic hourly rate only if the Apprentice is:

1. Registered with the U.S. Department of Labor (DOL), Bureau of Apprenticeship and Training or MnDLI Division of Voluntary Apprenticeship.[86]

2. Performing Work of the trade, as described in the apprenticeship agreement.[87]

3. Compensated according to the rate specified in the program for the level of progress.[88]

4. Supervised by a Journeyworker from the same company, in accordance with the program ratio requirements.[89]

B. **Ratio Requirement.** If an approved apprenticeship program fails to define a ratio allowance, the first Apprentice must be supervised by a Journeyworker within the same trade or occupation. Any subsequent Apprentice must be supervised by an additional three Journeyworkers.[90]

[79] MnDOT Standard Specifications for Construction, Section 1701
[80] MnDOT Standard Specifications for Construction, Section 1801
[81] Minn. Stat. 177.30 (a)(5)
[82] Minn. R. 5200.1106, Subpart 10
[83] Minn. Stat. 177.30 (a)(5)
[84] Minn. Stat. 181.032
[85] Minn. Stat. 177.44, Subdivision 7; Minn. Stat. 177.33(a)(5)
[86] Minn. R. 5200.1070, Subpart 1
[87] 29 CFR, Part 29.2(j)
[88] Minn. R. 5200.1070, Subpart 1 and Refer to Appendix C
[89] Minn. Stat. 178.036, Subdivision 5
[90] Minn. Stat. 178.036, Subdivision 5

C. **Failure to Comply with Apprenticeship Requirements.** If a Contractor fails to demonstrate compliance with the terms established in this section, the Contractor must compensate the Apprentice not less than the applicable Total Prevailing Wage Rate for the actual classification of labor performed.[91]

D. **Trainee and Helper.** A trainee or helper is not exempt from prevailing wage under state law. The Contractor must assign the trainee or helper a labor classification that is the "same or most similar"[92] and compensate the trainee or helper for the actual Work performed regardless of the trainee's or helper's skill level.

XII. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

A. **Independent Contractor.** An independent contractor (IC) that is not an Independent Truck Owner/Operator (ITO), who is performing Work must be properly classified and compensated.[93] The IC must submit a CPR(s) to the Department. If the IC does not receive an hourly wage, but instead a weekly, biweekly, monthly or quarterly distribution for performance, the IC must calculate its hourly rate of pay by dividing the weekly, biweekly, monthly, or quarterly company distribution by all hours worked during that time frame and report the information on a CPR. If necessary, the Department may request documentation from the IC to determine how the hourly wage rate was calculated.[94]

B. **Owners, Supervisors and Foreman.** An owner, supervisor, or foreman performing Work is subject to prevailing wage and must be properly classified, compensated and reported.[95]

XIII. TRUCKING

A. **Covered Hauling Activities.** A Contractor must ensure that all Workers, including hired Trucking Brokers, MTOs and ITOs are paid the applicable Total Prevailing Wage Rate or truck rental rate for the following Work:

1. The hauling of material to and from a Prime Contractor's material operation that is not a separately owned commercial establishment.[96]

2. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the truck leaves the work site at some point.[97]

3. The delivery of materials from a non-commercial establishment to the project and the return haul to the starting location either empty or loaded.[98]

4. The delivery of materials from another construction project site to the public works project and the return haul, either empty or loaded. Construction projects are not considered commercial establishments.[99]

5. The hauling required to remove any materials from the project to a location off the project site and the return haul, either empty or loaded from other than a commercial establishment.[100]

6. The delivery of materials or products by trucks hired by a Contractor, subcontractor, or agent thereof, from a commercial establishment.[101]

[91] Minn. R. 5200.1070, Subpart 3
[92] Minn. Stat. 177.44, Subdivision 1
[93] Minn. Stat. 177.44, Subdivision 1
[94] Minn. Stat. 177.30(a)(5); Minn. Stat. 181.723; United States Department of Labor Field Operation Handbook, Section 15f08
[95] Minn. Stat. 177.44, Subdivision 1
[96] ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2
[97] Minn. R. 5200.1106, Subpart 3B(1)
[98] Minn. R. 5200.1106, Subpart 3B(2)
[99] Minn. R. 5200.1106, Subpart 3B(3)
[100] Minn. R. 5200.1106, Subpart 3B(4)
[101] Minn. R. 5200.1106, Subpart 3B(5)

7. The delivery of mineral aggregate materials by or for a commercial establishment, which is deposited "Substantially in Place", and the return haul to the off-site facility either empty or loaded.[102]

B. **Hauling Activities Not Subject to Prevailing Wage or Truck Rental Rates.** A Contractor may exclude a Worker, including hired Trucking Brokers, MTOs and ITOs from prevailing wage or truck rental rates for the Work described in (1-2) of this section. However, this Work is considered hours worked and subject to standard compensation.

1. The delivery of processed or manufactured goods to a public works project by Workers hired by or employed directly for a commercial establishment, unless it is the delivery of mineral aggregate that is deposited Substantially in Place.[103]

2. The delivery of oil offsite, to a Prime Contractor's permanent (commercial) asphalt mixing facility that is not to, from, or on the project Work site.[104]

C. **Repair, Maintenance & Waiting to Load Time.** An ITO and MTO must be paid the truck rental rate for time spent repairing or maintaining equipment, and for waiting to load or unload if the repair, maintenance, or wait time is the fault of the Trucking Broker, Contractor, its agent or employees.[105]

D. **Month End Trucking Report.** A Contractor that acquires the services of an ITO or MTO must submit a "MnDOT – MTO and/or ITO Month-End Trucking Report", and a "MnDOT – Month-End Trucking Statement of Compliance Form" to the Department for each month hauling activities are performed under the Contract.[106] The forms are available on the MnDOT LCU website.[107]

E. **Broker Fee.** A Trucking Broker contracting to provide trucking services to a user (Contractor)[108] must receive payment from the user (Contractor) in consideration of the trucking services provided.[109] Broker fees must not be charged to ITOs and MTOs.[110]

F. **MTO Request to Sublet Form.** A Contractor that hires a MTO must provide a "MTO Request to Sublet Form" to the Department. The form is available on the MnDOT LCU website.[111]

XIV. OFF-SITE FACILITIES

A. **Off-Site Facility Activities Subject to Prevailing Wage.** A Contractor must ensure that all Workers performing Work at a covered off-site facility are paid the applicable Total Prevailing Wage Rate for the following Work:

1. The processing or manufacturing of material at a Prime Contractor's off-site facility that is not a separately held commercial establishment.[112]

2. The processing or manufacturing of material at an off-site facility that is not considered a commercial establishment.[113]

B. **Off-Site Facility Activities Not Subject to Prevailing Wage.** A Contractor may exclude a Worker from prevailing wage for the following work:

1. The processing or manufacturing of material or products by or for a commercial establishment.[114]

---

[102] Minn. R. 5200.1106, Subpart 3B(6)
[103] Minn. R. 5200.1106, Subpart 4(C)
[104] J.D. Donovan, Inc. vs. Minnesota Department of Transportation, 878 N.W.2d 1 (2016)
[105] Minn. R. 5200.1106, Subpart 8(A)(1)
[106] Minn. R. 5200.1106, Subpart 10
[107] http://www.dot.state.mn.us/const/labor/forms.html
[108] Minn. R. 5200.1106, Subpart 7(C)(1)
[109] Minn. R. 5200.1106, Subpart 7(C)(4)
[110] Minn. R. 5200.1106, Subpart 6, Minn. R. 5200.1106, Subpart 7(A)(3)
[111] http://www.dot.state.mn.us/const/labor/documents/Contractdocs/mtosubletform.pdf
[112] ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2
[113] Minn. R. 5200.1106, Subpart 3(A)
[114] Minn. R. 5200.1106, Subpart 4(A)

2. The work performed by Workers employed by the owner or lessee of a gravel or borrow pit that is a commercial establishment, even if the screening, washing or crushing machines are portable.[115]

XV. SUBCONTRACTING PART OF THE CONTRACT

The Prime Contractor must include the Contract Special Provisions, Wage Decision(s) and Truck Rental Rate Schedule in all Subcontracts, agreements and purchase orders with lower tier Contractors.[116] This requirement also applies to all lower tier subcontractors.

XVI. SITE OF WORK REQUIREMENTS

A. **Poster Board.** The Prime Contractor must construct and display a poster board containing all required posters. The poster board must be accurate, legible, and accessible to all project Workers from the first day of Work until the project is one hundred percent (100%) complete.[117] A poster board at an off-site location, or inside a construction trailer, does not meet this requirement.

B. **How to Obtain a Poster Board.** The Prime Contractor may obtain the required posters and the necessary contact information that is required to be inserted on each poster by visiting the MnDOT LCU website.[118]

C. **Employee Interviews.** The Contractor must permit representatives from the Department or other governmental entities[119] to interview Workers at any time during working hours on the project.[120]

XVII. CHILD LABOR

A. **No Worker under the Age of 18.** No Worker under the age of 18 is allowed to perform Work on a Project Site, except pursuant to Section XVII B below.[121]

B. **Parental Supervision.** A Worker under the age of 18 may perform Work on a Project Site if all of the following criteria are met:

1. The Contractor (Employer) is not subject to FLSA.
2. The Worker is employed in a corporation owned solely by one or both parents.
3. The Worker is supervised by the parent(s).
4. The Worker is not working in a hazardous occupation.[122]

C. **Removal of Minor from Project.** The Engineer or inspector may remove a Worker that appears to be under the age of 18 from the Project Site until the Contractor or Worker can demonstrate proof of age and compliance with all applicable federal and state regulations.[123]

XVIII. NON-COMPLIANCE AND ENFORCEMENT

A. **Case-by-Case Enforcement.** The Department has the authority to enforce the prevailing wage law on a case-by-case.[124]

B. **Prime Contractor Responsible for Unpaid Wages.** The Prime Contractor will be held liable for any unpaid wages to its Workers or those of any lower tier Contractor.[125]

---

[115] Minn. R. 5200.1106, Subpart 4(B)
[116] MnDOT Standard Specifications for Construction, Section 1801
[117] Minn. Stat. 177.44, Subdivision 5
[118] www.dot.state.mn.us/const/labor/posterboards
[119] MnDLI, U.S. DOL, , U.S. Department of Transportation, Federal Highways Administration
[120] MnDOT Standard Specifications for Construction, Section 1511
[121] Minn. R. 5200.0910, Subpart F; 29 CFR Part 570.2(a)(ii)
[122] Minn. R. 5200.0930, Subpart 4
[123] Minn. Stat. 181A.06, Subdivision 4; MnDOT Standard Specifications for Construction, Section 1701
[124] *See* International Union of Operating Engineers, Local 49 v. MnDOT, No. C6-97-1582, 1998 WL 74281, at *2 (Minn. App. Feb. 24, 1998)
[125] MnDOT Standard Specifications for Construction, Section 1801

C. **Enforcement Options.** If evidence shows that a Contractor has violated prevailing wage requirements, or these Special Provisions, the Department may, after written notice, implement one or more of the following:

1. **Withholding Payment.** The Department may withhold from the Prime Contractor payments relating to prevailing wage underpayments.[126]

2. **Non-Responsible Contractor.** The Department may reject a bid from a Prime Contractor that has received two (2) or more Determination Letters within a three (3) year period from the Department finding an underpayment by the Contractor to its own employees.[127]

3. **Default.** The Department may take the prosecution of the Work out of the hands of the Prime Contractor, place the Contractor in default, and terminate the Contract for failure to comply.[128]

4. **Suspension or Debarment.** The Department may refer violations and matters of non-compliance by a Contractor to the Minnesota Department of Administration for suspension or debarment proceedings.[129]

5. **County Attorney.** The Department may refer suspected criminal violations by Contractor to the appropriate local county attorney for prosecution.[130]

6. **Financial Penalties.** Any Contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than $300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.[131] A Contractor may be fined up to $1,000 for each failure to maintain records.[132]

7. **False Claims Act Violation.** All required payroll and certification reports are legal documents; knowing falsification of the documents by a Contractor may result in civil action and/or criminal prosecution[133] and may be grounds for debarment proceedings.[134]

8. **Compliance Order.** The Department may request that MnDLI issue a compliance order to a Contractor for violations of the state prevailing wage law. If the Contractor is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.[135]

9. **Private Right of Action.** The Department may direct an employee to pursue a civil action in district court against its Employer for failure to comply with the proper payment of wages.[136] If the Employer is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.[137]

10. **Fringe Benefits; Misdemeanor.** A Contractor that is obligated to deposit Fringe Benefit contributions on behalf of a Worker into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions is guilty of a gross misdemeanor or other violations under federal law. [138]

[126] MnDOT Standard Specifications for Construction, Section 1906
[127] Minn. Stat. 16C.285
[128] MnDOT Standard Specifications for Construction, Section 1808
[129] Minn. R. 1230.1150, Subpart 2(A)(4)
[130] Minn. Stat. 177.44, Subdivision 7
[131] Minn. Stat. 177.44, Subdivision 6
[132] Minn. Stat. 177.30(b)
[133] Minn. Stat. 15C.02; , Minn. Stat. 161.315; Minn. Stat. 177.32; Minn. Stat. 177.43, Subdivision 5, Minn. Stat. 609.63
[134] Minn. Stat. 161.315 and Minn. Stat. 609.63
[135] Minn. Stat. 177.43, Subdivision 6a
[136] Minn. Stat. 177.27, Subdivision 8
[137] Minn. Stat. 177.27, Subdivision 10
[138] Minn. Stat. 181.74, Subdivision 1

THE FOLLOWING APPENDICES ARE FOR EXPLANATORY PURPOSES ONLY. FOR SPECIFIC QUESTIONS, PLEASE CONTACT LCU.[139]

APPENDIX A SALARIED WORKER WAGE COMPUTATION

Salaried Workers. In order to convert the Worker's salary into an hourly rate of pay, divide the employee's weekly, bi-weekly or monthly earnings by the total number of hours Worked (government and non-government), including overtime hours for the time period used.[140]

$800.00 (weekly salary) / 40 (total weekly hours) = $20.00

$1,600.00 (bi-weekly salary) / 80 (total bi-weekly hours) = $20.00

$3,200.00 (monthly salary) / 160 (total monthly hours) = $20.00

APPENDIX B FRINGE BENEFIT CREDIT

Fringe Benefit Credit Calculation. The Employer contributes monthly ($600.00) for medical insurance on behalf of a Worker. In order to calculate the projected hourly credit that the Employer can take, the Employer should: (1) add the monthly contributions for each Worker, (2) multiply by twelve (12) months, and (3) divide the total cost of the benefit by the total hours worked (government and non-government)[141] (see annual example below). Quarterly and monthly examples are also provided.

Annual: **($600.00) x (12 months) = $7,200.00**
($7,200.00) / (2080 hours) = $3.46 per hour credit

Quarterly: **($600.00) x (3 months) = $1,800.00**
($1,800.00) / (520 hours) = $3.46 per hour credit

Monthly: **($600.00) x (1 month) = $600.00**
($600.00) / (173 hours) = $3.47 per hour credit

End of Year Self-Audit. At the end of the calendar year, the Contractor must conduct an audit to determine if the hourly fringe benefit credit taken for each Worker was accurate. The Contractor must calculate the total annual fringe benefits paid on behalf of each Worker and divide that amount by the total number of hours worked (government and non-government) by that Worker. If the hourly fringe benefit credit was less than what was reported on a CPR, the contractor must compensate the Worker the hourly difference, multiplied by the total hours worked under the Contract.

APPENDIX C APPRENTICE RATE OF PAY

State Requirements. The Apprentice must be compensated according his/her level of progress, which is expressed as a percentage of the Journeyworker wage that is established in the program.

Journeyworker Wage Established in Program = $25.00

Apprentice Level of Progress = 60%

($25.00) * (.60) = $15.00

[139] lcusupport.dot@state.mn.us or (651) 366-4238
[140] United States Department of Labor Field Operation Handbook, Section 15f08
[141] United States Department of Labor Field Operation Handbook, Section 15f12

Overtime Hourly Rate of Pay. Here is the formula to calculate the required minimum overtime.[142]

OT = (PW * .5) + (HW) + (RF) + (F)

Definition of OT Acronyms

OT: overtime.
PW: the basic hourly prevailing wage rate established in a federal and/or state prevailing Wage Decision.
HW: hourly wage rate paid to a Worker.
RF: remaining fringe, which means the difference between the Contract hourly Fringe Benefit rate and the actual hourly Fringe Benefit rate paid by the Contractor to a third party on behalf of a Worker.
F: Fringe Benefit contributions that are bona-fide and contributed by an Employer to a third party on behalf of a Worker.

The Total Prevailing Wage Rate for a Worker is $30.00, which is comprised of an hourly basic rate of $20.00 and an hourly fringe rate of $10.00. The table below includes various hourly basic and Fringe Benefit payments that a Contractor could potentially make to a Worker.

OT CALCULATION FORMULA AND EXAMPLES
OT = (PW * .5) + (HW) + (RF) + (F)

Hourly Wage Paid	Fringe Benefits Paid	Payment To Employee (PW * .5) + (HW) + (RF)	Fringe Payment + (F)	Total Payment = OT
$ 20.00	$ 10.00	($ 20.00 * .5) + ($ 20.00) + ($ 0.00) = $ 30.00	+ $ 10.00	= $ 40.00
$ 18.00	$ 12.00	($ 20.00 * .5) + ($ 18.00) + ($ 0.00) = $ 28.00	+ $ 12.00	= $ 40.00
$ 22.00	$ 8.00	($ 20.00 * .5) + ($ 22.00) + ($ 0.00) = $ 32.00	+ $ 8.00	= $ 40.00
$ 30.00	$ 0.00	($ 20.00 * .5) + ($ 30.00) + ($ 0.00) = $ 40.00	+ $ 0.00	= $ 40.00
$ 24.00	$ 4.00	($ 20.00 * .5) + ($ 24.00) + ($ 2.00) = $ 36.00	+ $ 4.00	= $ 40.00

Regarding the last example the Contractor would be required to pay an additional $2.00 to the Worker, which is wages in lieu of fringe for a straight time hourly rate of $26.00 not $24.00.

A Contractor subject to the Fair Labor Standards Act (FLSA) may be subject to additional overtime compensation requirements.

[142] United States Department of Labor Field Operation Handbook, Section 15k

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS

THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2016-11-07 Revised: 2017-03-06

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate.

Violations should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

Refer questions concerning the prevailing wage rates to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)				
101 LABORER, COMMON (GENERAL LABOR WORK)	2016-11-07	30.00	17.44	47.44
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2016-11-07	29.95	17.49	47.44
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2016-11-07	21.17	13.99	35.16
104 FLAG PERSON	2016-11-07	30.00	17.44	47.44
105 WATCH PERSON	2016-11-07	26.60	16.89	43.49
106 BLASTER	2016-11-07	22.08	6.87	28.95
107 PIPELAYER (WATER, SEWER AND GAS)	2016-11-07	32.50	17.44	49.94
108 TUNNEL MINER	2016-11-07	30.70	17.44	48.14
109 UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2016-11-07	30.70	17.44	48.14
110 SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2016-11-07	30.00	17.44	47.44
111 TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2016-11-07	30.00	17.44	47.44

112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2016-11-07	16.28	4.07	20.35

SPECIAL EQUIPMENT (201 - 204)

201	ARTICULATED HAULER	2016-11-07	33.54	18.90	52.44
		2017-05-01	33.74	19.70	53.44
202	BOOM TRUCK	2016-11-07	33.54	18.90	52.44
		2017-05-01	33.74	19.70	53.44
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2016-11-07	21.17	13.99	35.16
204	OFF-ROAD TRUCK	2016-11-07	33.54	18.90	52.44
		2017-05-01	33.74	19.70	53.44
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2016-11-07	31.45	17.95	49.40

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

GROUP 2		2016-11-07	34.39	18.90	53.29
		2017-05-01	34.59	19.70	54.29

302 HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)

303 CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)

304 ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)

305 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)

306 GRADER OR MOTOR PATROL

307 PILE DRIVING (HIGHWAY AND HEAVY ONLY)

308 TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)

GROUP 3	2016-11-07	33.84	18.90	52.74
	2017-05-01	34.04	19.70	53.74

309 ASPHALT BITUMINOUS STABILIZER PLANT

310 CABLEWAY

311 CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)

312 DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)

313 DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

314 DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER

315 FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)

316 LOCOMOTIVE CRANE OPERATOR

317 MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE

318 MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)

319 TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)

320 TANDEM SCRAPER

321 TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)

322 TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)

GROUP 4	2016-11-07	33.54	18.90	52.44
	2017-05-01	33.74	19.70	53.44

323 AIR TRACK ROCK DRILL

324 AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)

325 BACKFILLER OPERATOR

326 CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)

327 BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)

328 BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)

329 BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS

330 CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS

331 CHIP HARVESTER AND TREE CUTTER

332 CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE

333 CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)

334 CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)

335 CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT

336 CURB MACHINE

337 DIRECTIONAL BORING MACHINE

338 DOPE MACHINE (PIPELINE)

339 DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)

340 DUAL TRACTOR

341 ELEVATING GRADER

342 FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)

343 FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)

344 FRONT END, SKID STEER OVER 1 TO 5 C YD

345 GPS REMOTE OPERATING OF EQUIPMENT

346 HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)

347 HYDRAULIC TREE PLANTER

348 LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)

349 LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)

350 MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE

351 MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)

352 PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE

353 PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)

354 PIPELINE WRAPPING, CLEANING OR BENDING MACHINE

355 POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)

356 POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES

357 PUGMILL

358 PUMPCRETE (HIGHWAY AND HEAVY ONLY)

359 RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)

360 SCRAPER

361 SELF-PROPELLED SOIL STABILIZER

362 SLIP FORM (POWER DRIVEN) (PAVING)

363 TIE TAMPER AND BALLAST MACHINE

364 TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)

365 TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)

366 TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)

367 TUB GRINDER, MORBARK, OR SIMILAR TYPE

368 WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)

GROUP 5	2016-11-07	30.50	18.90	49.40
	2016-11-07	30.50	18.90	49.40
	2017-05-01	30.70	19.70	50.40

369 AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)

370 BITUMINOUS ROLLER (UNDER EIGHT TONS)

371 CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)

372 FORM TRENCH DIGGER (POWER)

373 FRONT END, SKID STEER UP TO 1C YD

374 GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)

375 HYDRAULIC LOG SPLITTER

376 LOADER (BARBER GREENE OR SIMILAR TYPE)

377 POST HOLE DRIVING MACHINE/POST HOLE AUGER

378 POWER ACTUATED AUGER AND BORING MACHINE

379 POWER ACTUATED JACK

380 PUMP (HIGHWAY AND HEAVY ONLY)

381 SELF-PROPELLED CHIP SPREADER (FLAHERTY OR SIMILAR)

382 SHEEP FOOT COMPACTOR WITH BLADE . 200 H.P. AND OVER

383 SHOULDERING MACHINE (POWER) APSCO OR SIMILAR TYPE INCLUDING SELF-PROPELLED SAND AND CHIP SPREADER

384 STUMP CHIPPER AND TREE CHIPPER

385 TREE FARMER (MACHINE)

GROUP 6	2016-11-07	29.29	18.90	48.19
	2017-05-01	29.49	19.70	49.19

387 CAT, CHALLENGER, OR SIMILAR TYPE OF TRACTORS, WHEN PULLING DISK OR ROLLER

388 CONVEYOR (HIGHWAY AND HEAVY ONLY)

389 DREDGE DECK HAND

390 FIRE PERSON OR TANK CAR HEATER (HIGHWAY AND HEAVY ONLY)

391 GRAVEL SCREENING PLANT (PORTABLE NOT CRUSHING OR WASHING)

392 GREASER (TRACTOR) (HIGHWAY AND HEAVY ONLY)

393 LEVER PERSON

394 OILER (POWER SHOVEL, CRANE, TRUCK CRANE, DRAGLINE, CRUSHERS, AND MILLING MACHINES, OR OTHER SIMILAR HEAVY EQUIPMENT) (HIGHWAY AND HEAVY ONLY)

395 POWER SWEEPER

396 SHEEP FOOT ROLLER AND ROLLERS ON GRAVEL COMPACTION, INCLUDING VIBRATING ROLLERS

397 TRACTOR, WHEEL TYPE, OVER 50 H.P., UNRELATED TO LANDSCAPING

TRUCK DRIVERS

GROUP 1	2016-11-07	30.10	15.65	45.75
	2017-05-01	30.65	16.60	47.25

601 MECHANIC . WELDER

602 TRACTOR TRAILER DRIVER

603 TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)

GROUP 2	2016-11-07	29.55	15.65	45.20
	2017-05-01	30.10	16.60	46.70

604 FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK

GROUP 3	2016-11-07	28.95	14.80	43.75

605 BITUMINOUS DISTRIBUTOR DRIVER

606 BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)

607 THREE AXLE UNITS

GROUP 4	2016-11-07	28.95	14.80	43.75

608 BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)

609 DUMP PERSON

610 GREASER

611 PILOT CAR DRIVER

612 RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS

613 TWO AXLE UNIT

614 SLURRY OPERATOR

615 TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)

616 TRACTOR OPERATOR, UNDER 50 H.P.

SPECIAL CRAFTS

701	HEATING AND FROST INSULATORS	2016-11-07	42.90	22.05	64.95
		2017-06-01	43.90	23.05	66.95
702	BOILERMAKERS	2016-11-07	35.15	27.02	62.17
703	BRICKLAYERS	2016-11-07	36.05	19.68	55.73
704	CARPENTERS	2016-11-07	36.85	18.39	55.24
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
706	CEMENT MASONS	2016-11-07	36.65	18.07	54.72
707	ELECTRICIANS	2016-11-07	39.62	26.89	66.51
		2017-05-01	40.93	27.43	68.36
711	GROUND PERSON	2016-11-07	35.22	16.68	51.90
712	IRONWORKERS	2016-11-07	36.00	24.90	60.90
713	LINEMAN	2016-11-07	42.18	17.82	60.00
714	MILLWRIGHT	2016-11-07	35.13	21.03	56.16

		2017-05-01	37.08	21.03	58.11
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2016-11-07	38.25	19.39	57.64
		2017-05-01	40.05	19.39	59.44
716	PILEDRIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2016-11-07	36.85	18.39	55.24
717	PIPEFITTERS . STEAMFITTERS	2016-11-07	43.35	25.54	68.89
		2017-05-01	45.45	25.54	70.99
719	PLUMBERS	2016-11-07	44.01	21.94	65.95
		2017-05-01	46.01	21.94	67.95
721	SHEET METAL WORKERS	2016-11-07	40.88	25.10	65.98
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
724	TILE SETTERS	2016-11-07	29.65	22.44	52.09
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2016-11-07	10.00	0.00	10.00
728	WIRING SYSTEMS INSTALLER	2016-11-07	25.84	12.40	38.24
		2017-07-01	26.49	12.40	38.89
729	ASBESTOS ABATEMENT WORKER	2016-11-07	30.08	16.46	46.54
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVWAGE@STATE.MN.US			

DEPARTMENT OF LABOR AND INDUSTRY **January 25, 2016**
LABOR STANDARDS UNIT

NOTICE OF CERTIFICATION OF TRUCK RENTAL RATES AND EFFECTIVE DATE PURSUANT TO MINNESOTA RULES, PART 5200.1105

From April 6, 2015, to June 5, 2015, the Department of Labor and Industry (DLI) conducted a truck operational cost survey. On January 25, 2016, the Commissioner of DLI certified the minimum truck rental rates for highway projects in the state's ten highway and heavy construction areas for trucks and drivers operating "four or more axle units, straight body trucks," "three axle units," "tractor only" and "tractor trailers." The certification followed publication of the Notice of Determination of Truck Rental Rates in the *State Register* on November 16, 2015, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on December 3, 2015.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference is for DLI to obtain further input regarding the proposed rates before the rates are certified. Approximately 8 individuals attended the informal conference. None of the attendees at the informal conference commented on the Determination of the Construction Truck Rental Rates or contacted the department with comments regarding the rates prior to the date of this Certification.

Truck rental rates are determined by adding the certified prevailing wage driver rate in each region to the statewide operating cost survey data. The minimum hourly truck rental rate for the four types of trucks in each area is certified to be as follows:

3 Axle Units

	Effective Date	Certified 607 Driver Rate	Surveyed Operating Cost	Determined Truck Rental Rate
Region 1	Certification date	$40.60	$37.35	$77.95
Region 2	Certification date	$34.26	$37.35	$71.61
Region 3	Certification date	$36.91	$37.35	$74.26
	May 1, 2016	$38.36	$37.35	$75.71
Region 4	Certification date	$40.63	$37.35	$77.98
Region 5	Certification date	$43.65	$37.35	$81.00
	May 1, 2016	$44.85	$37.35	$82.20
Region 6	Certification date	$41.45	$37.35	$78.80
	May 1, 2016	$42.90	$37.35	$80.25
Region 7	Certification date	$36.91	$37.35	$74.26
	May 1, 2016	$38.36	$37.35	$75.71
Region 8	Certification date	$13.77	$37.35	$51.12
Region 9	Certification date	$43.65	$37.35	$81.00

	May 1, 2016	$45.10	$37.35	$82.45
Region 10	Certification date	$13.77	$37.35	$51.12

4 or More Axle Units

	Effective Date	Certified 604 Driver Rate	Surveyed Operating Cost	Determined Truck Rental Rate
Region 1	Certification date	$40.70	$50.82	$91.52
Region 2	Certification date	$37.06	$50.82	$87.88
	May 1, 2016	$38.51	$50.82	$89.33
Region 3	Certification date	$37.06	$50.82	$87.88
	May 1, 2016	$38.51	$50.82	$89.33
Region 4	Certification date	$23.88	$50.82	$74.70
Region 5	Certification date	$28.17	$50.82	$78.99
Region 6	Certification date	$41.55	$50.82	$92.37
	May 1, 2016	$43.00	$50.82	$93.82
Region 7	Certification date	$37.40	$50.82	$88.22
Region 8	Certification date	$16.32	$50.82	$67.14
Region 9	Certification date	$43.75	$50.82	$94.57
	May 1, 2016	$45.20	$50.82	$96.02
Region 10	Certification date	$16.02	$50.82	$66.84

Tractor

	Effective Date	Certified 602 Driver Rate	Surveyed Operating Cost	Determined Tractor Only Truck Rental Rate	Plus Trailer Operating Cost	Determined Tractor Trailer Rental Rate
Region 1	Certification date	$43.90	$49.17	$93.07	$11.46	$104.53
	May 1, 2016	$45.35	$49.17	$94.52	$11.46	$105.98
Region 2	Certification date	$37.57	$49.17	$86.74	$11.46	$98.20
	May 1, 2016	$39.02	$49.17	$88.19	$11.46	$99.65
Region 3	Certification date	$27.10	$49.17	$76.27	$11.46	$87.73
Region 4	Certification date	$24.45	$49.17	$73.62	$11.46	$85.08
Region 5	Certification date	$26.27	$49.17	$75.44	$11.46	$86.90
Region 6	Certification date	$39.45	$49.17	$88.62	$11.46	$100.08

Region 7	Certification date	$27.55	$49.17	$76.72	$11.46	$88.18
Region 8	Certification date	$37.57	$49.17	$86.74	$11.46	$98.20
	May 1, 2016	$39.02	$49.17	$88.19	$11.46	$99.65
Region 9	Certification date	$44.30	$49.17	$93.47	$11.46	$104.93
	May 1, 2016	$45.75	$49.17	$94.92	$11.46	$106.38
Region 10	Certification date	$24.50	$49.17	$73.67	$11.46	$85.13

The minimum truck rental rate for these four types of trucks in the state's ten highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Ken B. Peterson,

COMMISSIONER

(1910) FUEL ESCALATION CLAUSE

The provisions set forth in Mn/DOT 1910 are hereby supplemented with the following:

These provisions provide for compensation adjustments in the cost of motor fuels (diesel and gasoline) consumed in prosecuting the Contract work. The Engineer will calculate the Fuel Cost Adjustments. Payments or credits will be applied to partial and final payments for work items set forth herein.

For this purpose, the Department will establish a Base Fuel Index (BFI) for fuel to be used on the Project. The Base Fuel Index will be the average of the high and low rack prices shown for No. 2 ultra low sulfur fuel oil in the "OPIS Energy Group" tabulation titled "RackFax, Minneapolis, MN, OPIS Direct Gross No. 2 Distillate Fuels" ***for the day of the Contract letting***.

A Current Fuel Index (CFI) in cents per gallon will be established for each month. The CFI will be the average of the high and low rack prices shown for No. 2 ultra low sulfur fuel oil in the "OPIS Energy Group" tabulation titled "RackFax, Minneapolis, MN, OPIS Direct Gross No. 2 Distillate Fuels" averaged for the beginning and ending dates of the monthly period being adjusted.

The Engineer will compute the ratio of the Current Fuel Index to the Base Fuel Index (CFI/BFI) each month. If that ratio falls between 0.85 and 1.15, no fuel adjustment will be made that month. If the ratio is less than 0.85, a credit to the Department will be computed. If the ratio is greater than 1.15, additional payment to the Contractor will be computed.

Credit or additional payment will be computed as follows:

(1) The Engineer will estimate the quantity of work done in that month under each of the Contract items listed below.

(2) The Engineer will compute the gallons of fuel used in that month for each of the Contract items listed below by applying the unit fuel usage factors shown.

(3) The Engineer will summarize the total gallons (Q) of fuel used in that month for the applicable items.

(4) The Engineer will determine the Fuel Cost Adjustment (FCA) from the following formulas:

If the Current Fuel Index (CFI) is greater than the Base Fuel Index (BFI), the following formula shall be used to determine the amount of Fuel Cost Adjustment to be paid to the Contractor.

$$FCA = [(CFI/BFI) - 1.15] \times Q \times BFI$$

If the Current Fuel Index (CFI) is less than the Base Fuel Index (BFI), the following formula shall be used to determine the amount of Fuel Cost Adjustment to be credited to the Department.

FCA = [(CFI/BFI) – 0.85] x Q x BFI

Where FCA = Fuel Cost Adjustment (cents)
CFI = Current Fuel Index (cents per gallon)
BFI = Base Fuel Index (cents per gallon)
Q = Monthly total gallons of fuel

Basis of Payment

A Fuel Cost Adjustment payment to the Contractor will be made as a lump sum each payment period based on the last published CFI. A Fuel Cost Adjustment credit to the Department will be deducted as a lump sum each payment period from any monies due the Contractor. Upon completion of the work under the Contract, any difference between the estimated quantities previously paid and the final quantities will be determined. The CFI in effect on the day of completion of the Contract will be applied to the quantity differences in accordance with the procedures set forth above.

Schedule of Work Items
(Only items shown will be considered for compensation adjustments.)

	Item	Unit	Gallons of Fuel per Unit	Unit	Gallons of Fuel per Unit
(1) Earthwork:					
2105.501	Common Excavation	Cu. Yd	0.17	m^3	0.22
2105.503	Rock Excavation	Cu. Yd	0.27	m^3	0.35
2105.505	Muck Excavation	Cu. Yd	0.17	m^3	0.22
2105.507	Subgrade Excavation	Cu. Yd	0.17	m^3	0.22
2105.515	Unclassified Excavation	Cu. Yd	0.23	m^3	0.30
2105.521	Granular Borrow (EV)	Cu. Yd	0.17	m^3	0.22
	Granular Borrow (CV)	Cu. Yd	0.19	m^3	0.25
	Granular Borrow (LV)	Cu. Yd	0.14	m^3	0.18
2105.522	Select Granular Borrow (EV)	Cu. Yd	0.17	m^3	0.22
	Select Granular Borrow (CV)	Cu. Yd	0.19	m^3	0.25
	Select Granular Borrow (LV)	Cu. Yd	0.14	m^3	0.18
2105.523	Common Borrow (EV)	Cu. Yd	0.17	m^3	0.22
	Common Borrow (CV)	Cu. Yd	0.19	m^3	0.25
	Common Borrow (LV)	Cu. Yd	0.14	m^3	0.18
2105.535	Topsoil Borrow (EV)	Cu. Yd	0.17	m^3	0.22
	Topsoil Borrow (CV)	Cu. Yd	0.19	m^3	0.25
	Topsoil Borrow (LV)	Cu. Yd	0.14	m^3	0.18
2106.607	Common Embankment (CV)	Cu. Yd	0.19	m^3	0.25
2106.607	Granular Embankment (CV)	Cu. Yd	0.19	m^3	0.25
2106.607	Select Granular Embankment(CV)	Cu. Yd	0.19	m^3	0.25
2106.607	Select Granular Embankment Modified (__ %) (CV)	Cu. Yd	0.19	m^3	0.25
2106.607	Excavation – Rock	Cu. Yd	0.27	m^3	0.35
2106.607	Excavation – Muck	Cu. Yd	0.17	m^3	0.22

Item		Unit	Gallons of Fuel per Unit	Unit	Gallons of Fuel per Unit
(2) Aggregate Base:					
2211.501	Aggregate Base	Ton	0.55	t	0.61
2211.502	Aggregate Base (LV)	Cu. Yd	0.77	m^3	1.01
2211.503	Aggregate Base (CV)	Cu. Yd	0.99	m^3	1.29
2211.607	Open Graded Aggregate Base (CV)	Cu. Yd	0.99	m^3	1.29
(3) Aggregate Shouldering:					
2221.501	Aggregate Shouldering	Ton	0.55	t	0.61
2221.502	Aggregate Shouldering (LV)	Cu. Yd	0.77	m^3	1.01
2221.503	Aggregate Shouldering (CV)	Cu. Yd	0.99	m^3	1.29
(4) Concrete Pavements:					
2301.511	Structural Concrete	Cu. Yd	0.98	m^3	1.28
2301.513	Structural Concrete HE	Cu. Yd	0.98	m^3	1.28
2301.604	Structural Concrete	Sq. Yd.	0.027*t	m^2	0.00128*t
(5) Bituminous Pavements:					
2350.501	Type ( ) Wearing Course Mixture ( )	Ton	0.90	t	0.99
2350.502	Type ( ) Non-Wearing Course Mixture ( )	Ton	0.90	t	0.99
2350.503	Type ( ) ( ) Course ( ), (t)" Thick	Sq. Yd	0.051*t		
2350.503	Type ( ) ( ) Course (,), (t) mm Thick			m^2	0.0024*t
2360.501	Type SP ( ) Wearing Course Mixture ( )	Ton	0.90	t	0.99
2360.502	Type SP ( ) Non-Wearing Course Mixture (,)	Ton	0.90	t	0.99
2360.503	Type SP ( ) ( ) Course (,), (t)" thick	Sq. Yd	0.051*t		
2360.503	Type SP ( ) ( ) Course (,), (t) mm thick			m^2	0.0024*t
(6) Pipe: ***					
2501.511	__ ____ Pipe Culvert ___	Lin. Ft.	0.70	m	2.30
2501.521	__ ____ Pipe Arch Culvert ___	Lin. Ft.	0.70	m	2.30
2501.561	__ ____ Pipe Culvert Des 3006 ___	Lin. Ft.	0.70	m	2.30
2501.603	__ Pipe Culvert	Lin. Ft.	0.70	m	2.30
2503.511	__ ____ Pipe Sewer ___	Lin. Ft.	0.70	m	2.30
2503.521	__ ____ Pipe Arch Sewer ___	Lin. Ft.	0.70	m	2.30
2503.541	__ ____ Pipe Sewer Des 3006 ___	Lin. Ft.	0.70	m	2.30
2503.603	__ ____ Pipe Sewer	Lin. Ft.	0.70	m	2.30

t = thickness (in inches or mm)

NOTE: No price adjustments will be made on fuel used for drying and heating aggregates.
*** No price adjustment will be made for pipes less than 12" in diameter or jacked pipes.

CONDITIONS OF THE CONTRACT

for

Riverdale Drive Extension Improvements

SAP 119-115-003

SP 0202-101

City of Ramsey

Ramsey, MN

SECTION 01110 - SUMMARY OF WORK

PART 1 -- GENERAL

1.1 PROJECT LOCATION

A. The project is located in Ramsey, MN. The project location is shown on the vicinity map in the design drawing set.

1.2 PROJECT DESCRIPTION

A. The project involves but is not limited to the complete construction of public improvements for the reconstruction of several streets. Individual elements of work shall include, but are not limited to:

1. Removal of bituminous pavement, concrete curb and gutter, sidewalk and driveways, pipe and other miscellaneous items.
2. Clearing and grubbing.
3. Street excavation.
4. Watermain construction.
5. Storm sewer construction.
6. Concrete walk construction.
7. Concrete curbing and driveway pavement construction.
8. Bituminous street construction
9. Turf restoration and erosion control construction
10. Traffic Control.
11. Other miscellaneous work shown on the plans or specified herein.

1.3 CONTRACTOR USE OF PROJECT SITE

A. The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials and field offices. No materials shall be stored in a location as to limit access to the affected public. Any damage caused by Contractor operations to private property, including but not limited to, parking lots, trees, shrubs, material spatter, etc. shall promptly be corrected at the Contractor's expense.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 OPERATIONAL LIMITATIONS AND REQUIREMENTS

A. The Contractor shall confine its work within the limits of the easements, public rights-of-way, and/or construction limits as shown on the plans. If the Contractor desires additional space, it shall be the Contractor's responsibility to acquire easements and/or permission, as desired.

3.2 BARRICADES

A. The Contractor shall furnish and install any necessary barricades to protect the public or workers during the project. Barricades to keep public out of construction areas shall be left in place until removed by

V040111 © Bolton & Menk, Inc. 2016, All Rights Reserved

Contractor after they are no longer required for protection. The Contractor is responsible to secure the site at all times during the demolition.

B. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:

The Engineer
The Owner
Local Law Enforcement Agencies

C. The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work **or be subject to a $ 100 per hour deduction from the time of notification for non-attention to project security and safety**.

3.3 SAFETY HAZARDS

A. The Owner, Engineer or their representatives may indicate potential safety hazards noticed at the Construction site. However, the Contractor shall remain the only party liable for the maintenance of safe construction practices.

3.4 INTERFERENCE WITH TREES

A. The Contractor may be required to trim tree branches that overhang the work zone as specifically identified during construction by the Engineer, where branches are likely to be broken or excessively damaged by construction equipment and activities. Branches which are accidentally damaged during construction shall be trimmed immediately. All trimmed ends shall be coated with an appropriate coating material.

B. The Contractor shall protect existing trees within close proximity of the construction from stripping and root damage. Roots extending into excavations shall be cut before excavating in their vicinity. Roots cut or otherwise damaged shall be coated with an appropriate protective dressing prior to backfilling.

C. No direct compensation for tree protection and interference shall be made, unless specifically identified in the Schedule of Unit Prices.

******END OF SECTION******

V040111 © Bolton & Menk, Inc. 2016, All Rights Reserved

PROPOSED PROJECT SCHEDULE

Project Title: Riverdale Drive Extension Improvements

BMI Project No.: R16.111092

Contractor Proposed Completion:

Contract Substantial Completion:

Contract Final Completion:

The Contractor is REQUIRED to highlight the critical path sequence (CPM).

Weeks Following 'Notice to Proceed'	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
ACTIVITY **DATE:**																		

The Contractor is REQUIRED to highlight the critical path sequence (CPM).

******END OF SECTION******

V091514 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01270 - MEASUREMENT & PAYMENT

PART 1 -- GENERAL

1.1 SUMMARY

A. Methods of measurement and payment for all items not individually specified shall be according to the appropriate referenced specification standard.

1.2 MEASUREMENT & PAYMENT

A. **Payment for Hauled Materials**: No compensation will be paid for any weigh ticket received after the date shown on the ticket unless prior arrangements are made with the Engineer.

B. **Payment for Stored Materials:** No compensation will be paid for materials delivered to the site and not incorporated into the project.

C. **Payment for Major Lump Sum Items:** The Contractor shall submit a schedule of values for major items of construction that are bid as lump sum. The schedule shall identify major sections of work and the percentage of the bid price applied to each. Payment shall be made according to the percentage complete of each major section of work.

1.3 SUBMITTALS

A. The Contractor shall submit to the Engineer a "Certificate of Conformance" statement stating that the scale used to weigh hauled materials has been tested and calibrated for the current construction season. This Certificate shall be from MnDOT or other reliable scale servicing company. Providing a certified scale and obtaining such "Certificate of Conformance" is the sole responsibility of the Contractor and all costs associated are considered incidental to the materials being supplied.

B. **Hauled Materials:** The Contractor shall furnish numbered weigh tickets which list the Date, Project, Type of Material, Gross Weight, Tare Weight, Material Weight in tons, and Truck Number for each load brought to the construction site. If the individual pay items are identified on a unit weight basis, the Contractor shall provide the Engineer with a summary type spreadsheet which provides accumulative job totals of all aggregate and bituminous materials hauled to the project. This spreadsheet shall be submitted to the Engineer on a weekly basis.

C. **Procured Materials:** The Contractor shall furnish an insurance bond showing the type of material, the amount of material, the valuation of the material, the stored location, the project, the date, the name and address of the surety.

D. **Compacted Volume Materials:** When measurement is specified by the CUBIC YARD, (CY) COMPACTED VOLUME (CV), will be determined by length, width and depth measurements of the material in its placed and compacted position, according to the placement dimensions as shown in the Contract or as designated by the Engineer.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

******END OF SECTION******

V011714 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01310 – COORDINATION

PART 1 -- GENERAL

1.1 SEQUENCE OF CONSTRUCTION

A. A written project management scheduling tool (i.e., critical path (CPM), detailed bar chart, etc.) shall be employed by the Contractor for cost value reporting, planning and scheduling of all work required under the Contract Documents. This schedule shall show the order in which the Contractor proposes to execute the work with dates on which it proposes to start the various phases of the work and the estimated completion date of each phase. The Contractor shall submit a preliminary version of its intended schedule within 10 working days following the *Notice of Award* on the attached form or on a form of its own choosing. **The Contractor is required to show the initial critical path (CPM) of tasks to be performed.**

B. Unless otherwise approved by the Engineer, the schedule shall also include an anticipated payment schedule for the volume of work to be completed each month. This schedule shall indicate the Contractor's intention and ability to complete the work within the contract times, as specified in Article 4 of the Agreement.

C. The Preconstruction Conference as outlined in Section 01315 will not be conducted until the schedule is submitted. In addition, no construction staking shall be provided until the schedule is submitted by the Contractor and reviewed by the Engineer.

1.2 WORKING HOURS

A. Except in connection with safety or emergency situations, all work at the site shall be performed during daylight hours.

B. The Contractor shall notify the Owner and Engineer of any work planned on Saturday, Sunday, or any legal holidays at least 48 hours prior to such work.

C. The Contractor shall coordinate any construction or hauling activity in the vicinity of churches, schools, medical facilities, and funeral homes. The Contractor shall be cognizant of the disruptive effects of continued construction during funerals. The Owner reserves the right to temporarily stop construction within one block of, and during the time of, any funeral procession. No compensation shall be granted to the Contractor due to temporary delays caused by funerals.

1.3 TRAFFIC CONTROL

A. See reference S-12 – Maintenance and Control of Traffic.

1.4 COORDINATION WITH BUSINESSES AND PRIVATE PROPERTY OWNERS ADJACENT TO THE PROJECT

A. The Contractor shall notify all property owners and occupants adjacent to the project 2 days in advance to allow moving machinery and/or vehicles or other items that may be blocked in or damaged due to the upcoming construction in the area. Access to the properties shall be restored as soon as possible after each phase of construction.

1.5 COORDINATION WITH UTILITY COMPANIES

A. The Contractor is responsible for working with public and private utility companies in protecting and/or relocating existing or new utility lines located near and affected by this construction.

V040110 © Bolton & Menk, Inc. 2016, All Rights Reserved

1. Coordination with the utility companies is very important and should be considered in planning the work and the associated extra costs involved.

2. Private utility companies are responsible for their own lines and are so obligated under City Code Agreements to protect and/or relocate their utilities, if required to install new City owned utilities in a given area.

B. The Contractor shall consult with the City's maintenance personnel when working around or performing the required sanitary sewer installations.

C. The Contractor shall also work with the City's maintenance personnel to provide for scheduled water shut-downs in a given area and to provide for continued water service to the properties along the project throughout the duration of the project.

D. The Contractor shall work with all utility companies, as necessary, to allow for installation and for maintenance of service of gas, power, lighting, telephone, cable TV, etc. in the boulevards or across the streets prior to final shaping of aggregate base and/or topsoil. This coordination with the utility companies is the responsibility of the Contractor and is considered incidental to the construction and no additional compensation shall be granted.

1.6 COOPERATION WITH FIRE & EMERGENCY DEPARTMENTS

A. The Contractor shall coordinate all work requiring shutting down water service or limiting access to buildings by emergency equipment with the fire & emergency departments. This shall include notification of the daily construction schedule by the Contractor.

1.7 COOPERATION WITH OTHER CONTRACTORS

A. The Contractor shall cooperate with other contractors performing construction on other projects in the vicinity of this Project, including but not limited to allowing access for the delivery of equipment and materials.

1.8 COORDINATION WITH SERVICE PROVIDERS

A. The Contractor shall coordinate with the postal service, recycling service, garbage collection service, school bus service, etc. to maintain continual uninterrupted service to all residences and businesses throughout the duration of the project.

B. The Contractor shall temporarily relocate mailboxes, haul recycling and garbage for residents to a designated pick up location, etc., as required by the subject service provider. All equipment materials and labor required to coordinate with service providers and maintain services shall be incidental to the Contract.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

******END OF SECTION******

V040110 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01315 - PROJECT MEETINGS

PART 1 -- GENERAL

1.1 SUMMARY

A. Pre-construction Conference

1. Prior to the start of the work, a joint meeting will be held with representatives of the Contractor, the Owner, the Engineer, and any other interested parties. This meeting is intended to introduce the various key personnel from each organization and to discuss the start of the work, order of work, labor and legal requirements, insurance requirements, method of payment, shop drawing requirements, protection of existing facilities, location of disposal and stockpile areas, and other pertinent items associated with the project.

2. The Contractor shall be prepared to discuss his proposed detailed construction progress schedule. The construction schedule shall be subject to the review of the Owner, Engineer and applicable agencies.

B. Construction Progress Meetings

1. These meetings will require the attendance of the Contractor's Project Manager or other designated staff authorized by the Contractor to discuss project status and negotiate agreements between the Contractor and Owner. Failure of the Contractor to attend scheduled project meetings as required may result in project delays expensed by the Contractor.

2. Meetings will be held between the Owner, Contractor and Engineer for the purpose of reviewing the project schedule or the status of the project. These meetings will be arranged by the Owner, and/or Engineer, as deemed necessary.

C. Safety Meetings

1. The Owner, Engineer or their representatives shall be allowed to attend Contractor’s onsite safety meetings. The Contractor shall be responsible for meeting content and coordination and shall inform the Owner, Engineer or their representatives of the time and location of the meeting a minimum of two business days prior to the meeting.

2. The Contractor shall make additional copies of any safety related handouts or materials for distribution to the Owner, Engineer or their representatives. However, the Contractor shall remain the only party responsible for the maintenance of project safety materials.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

******END OF SECTION******

V042611 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01330 – SUBMITTALS

PART 1 -- GENERAL

1.1 SUMMARY

A. The Contractor shall submit three (3) copies of all required submittals and sample items as noted below. The Engineer will review them with reasonable promptness. The Contractor shall make all required corrections and file with the Engineer three (3) corrected sets for final review. If the Contractor requires more than two (2) reviewed copies, the Contractor shall submit additional sets.

B. The responsibility for completeness of submittals lies with the Contractor. If the Engineer and/or Owner sign the submittal with no exception taken, such action shall not absolve the responsibilities of the Contractor in any way.

C. Emailed submittals to the Engineer in pdf format will be accepted.

1.2 ITEMS TO BE SUBMITTED

1. Written Progress Management Schedule Tool (as defined in Section 01310) - to be reviewed at the Preconstruction Conference. See Article 4 of 00520 Agreement for contractual time requirements.
2. Minnesota Pollution Control Agency (MPCA) - General Storm Water Permit for Construction Activity (MN R100001) – Reference Section 02370 – Erosion & Sediment Control.
3. Concrete Mix Design
4. Bituminous Mix Design (wear and non-wear)
5. Gradation Test Results from 2 separate tests, as required in Source Quality Control provisions of individual sections contained herein, from material stockpiles of aggregates to be used on this project. These tests may be run by the Contractor or its supplier during aggregate production.
6. Geotextile Fabrics - Certificates of Compliance.
7. Storm Sewer
   (a) Manhole and catch basin structure - shop drawings.
   (b) Manhole and catch basin casting - shop drawings.
   (c) Piping and fittings - Certificates of Compliance.
8. Watermain and Water Service Lines
   (a) Hydrants - Certificates of Compliance.
   (b) Valves & boxes - Certificates of Compliance.
   (c) Pipe & fittings - Certificates of Compliance.
9. Seeding - Certificates of Compliance for seed mixture.

1.3 MATERIAL SAFETY DATA SHEETS

A. The Contractor shall submit two copies of Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) for each material on site to the OWNER.

B. The Contractor shall maintain an orderly file of material safety data sheets at the job site.

V062612 © Bolton & Menk, Inc. 2016, All Rights Reserved

1.4 RECORD DRAWINGS

A. The CONTRACTOR shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed. Sanitary and water service tie-in or stub-out locations shall show station and distances left or right of the survey control centerline. Existing sanitary and water service piping material type and size at the tie-in locations shall be noted also.

B. All manholes, watermain bends and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment.

C. All work shall be clearly shown and the record drawings shall be satisfactory to the OWNER in order to insure that adequate information is indicated to show the actual construction. The complete set of the record drawings shall be submitted to the ENGINEER prior to submittal of the final Application for Payment. Failure of the CONTRACTOR to maintain an up-to-date set of record drawings on the project site shall be reason to withhold payments. All underground lines shall be determined from the record drawings.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 SUBMITTAL ROUTING

A. All submittals shall be approved by the Contractor prior to submission to the Engineer.

B. A Letter of Transmittal that identifies the submitted item and the review action required shall accompany all submittals.

1. The Contractor shall be responsible for filling in the following information on the Letter of Transmittal:
   (a) Date.
   (b) Submittal No.
   (c) Identify what is being sent checking the appropriate box.
   (d) No. Copies Submitted.
   (e) Identify the Specification Section the attached information relates to.
   (f) Subject of Shop Drawing or Other Submittal.
   (g) Check whether the Shop Drawings are or are not in compliance.
      (1) If not in compliance, list the features which are not.
   (h) Sign and Date.

3.2 RESPONSIBILITY

A. The Engineer's review of a submittal shall not relieve the Contractor from the responsibility for deviation from the drawings and specifications unless the Contractor has, in writing, called the Engineer's attention to the deviations at the time of submission; nor shall it relieve the Contractor from the responsibility of errors in the submittals.

B. All submittals shall be reviewed by the Engineer prior to their incorporation into the project. If materials are installed without prior review, they will be subject to removal, at the Contractor's expense, if the material is found to be non-conforming to the Specifications.

****** END OF SECTION ******

V062612 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01410 - REGULATORY REQUIREMENTS

PART 1 -- GENERAL

1.1 SUMMARY

A. Applicable codes and standards referred to in these specifications shall establish minimum requirements for equipment, materials, construction and shall be superseded by more stringent requirements of drawings and specifications when and where they occur.

B. All equipment furnished and installed under the contract shall be designed, fabricated, assembled, installed, and placed into service. The equipment will conform to the applicable provisions of the Federal and State Safety and Health Standards, including but not limited to Federal Occupational Safety and Health Regulations for Construction; the Division of Environmental Health, Minnesota Department of Health; the Minnesota Pollution Control Agency; the Department of Natural Resources; the Minnesota Department of Transportation, Division of Highways; the Minnesota Industrial Commission and ordinances of the City that apply to this work.

C. All construction methods and tools shall comply with commonly accepted standards for safety and health of personnel engaged on construction, including but not limited to Federal Occupational Safety and Health Regulations for Construction; the Division of Environmental Health, Minnesota Department of Health; the Minnesota Pollution Control Agency; the Department of Natural Resources; the Minnesota Department of Transportation, Division of Highways; the Minnesota Industrial Commission and ordinances of the City that apply to this work.

D. Any conflicts between specifications and applicable codes and standards shall be referred to the Engineer.

1.2 PERMITS OBTAINED BY OWNER

A. The Owner has applied for the following permits from appropriate authorities. Permission to proceed will be required prior to execution of Contract. The Contractor shall perform all work and conduct itself in full accordance with the requirements of the applicable permit:

1. Minnesota Pollution Control Agency (MPCA) - General Storm Water Permit for Construction Activity (MN R100001)
2. Minnesota Health Department - Extension of water mains.
3. Minnesota Department of Transportation (MnDOT) - Work within right-of-way.

B. The Contractor shall be responsible for meeting any bonding or insurance requirements which may be required as a condition to any permit, listed above.

1.3 PERMITS OBTAINED BY CONTRACTOR

A. The Contractor shall secure and pay the cost of any other permits not mentioned above, which may be required including but not limited to:

1. Work within City right-of-way permit.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

******END OF SECTION******

V092712 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01420 - SPECIFICATION REFERENCE AND WORKS CONSULTED

PART 1 -- GENERAL

The references listed in this section are not all inclusive. There may be other references in individual specification sections that are not listed in this Section.

Portions of referenced specifications not specifically affected by the supplemented information of modification shall remain in effect as originally written.

It is the Contractor's responsibility to have these and all other referenced specifications listed in individual Sections available onsite and to be familiar with them.

1.1 ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC)

A. Documents with the EJCDC copyright notice in the footer are used in this Project Manual under a licensing agreement with EJCDC. The text of these documents has not been changed or modified by Bolton & Menk, Inc.

B. EJCDC documents were consulted in the creation of the Project Manual Sections listed below. These documents have been altered from the original EJCDC text and the EJCDC footer has been removed in compliance with the EJCDC license agreement. Those portions of the text that originated in copyrighted EJCDC documents remain subject to the EJCDC copyright.

1. 00100 – Advertisement for Bids
2. 00200 – Instructions to Bidders
3. 00410 – Bid Form
4. 00520 – Agreement
5. 00800 – Supplemental Conditions
6. 00941 – Change Order

1.2 SOIL DISTURBING ACTIVITIES

A. Minnesota Pollution Control Agency (MPCA) - General Storm Water Permit for Construction Activity (MN R100001) available at: http://www.pca.state.mn.us/water/stormwater/stormwater-c.html

1.3 WATERMAIN, SANITARY SEWER AND STORM SEWER CONSTRUCTION

A. "Standard Specifications" as published by the City Engineers Association of Minnesota, (CEAM) 2013 Edition available at: http://www.ceam.org

B. American Water Works Association (AWWA) Standards: http://www.awwa.org/

C. THREADED ITEMS - All threaded items furnished under this contract, including but not limited to mechanical joint connectors, flanged joint connectors, mainline valves, saddles, corporation stops, curb stops, hydrants, and air release valves shall be furnished to the nominal size as specified with ENGLISH threads.

1.4 GRADING, STREET AND SURFACE IMPROVEMENTS

A. All of Divisions II and III, and any specifically referenced Division I sections of the Minnesota Department of Transportation (MnDOT), "Standard Specifications for Construction", 2016 Edition, together with all the Supplemental Specifications: http://www.dot.state.mn.us/pre-letting/spec/

V052815 © Bolton & Menk, Inc. 2016, All Rights Reserved

B. MnDOT Technical Memoranda in force 30 calendar days prior to bid date and referencing the use of English units of measure: http://www.dot.state.mn.us/design/tools/index.html

C. MnDOT Standard Plans: http://standardplans.dot.state.mn.us/

D. MnDOT Standard Details: http://standardplates.dot.state.mn.us/

E. Whenever the word "Contracting Authority," "Department" or "Owner" is used in the sense of ownership as part of any of the MnDOT Documents, it shall mean Owner as defined in the Agreement.

1.5 STATE AID FOR LOCAL TRANSPORTATION (SALT) SCHEDULE OF MATERIALS CONTROL

A. This contract requires strict adherence to 2017 Schedule of Materials Control (SALT): A copy of the Schedule of Materials Control is available at: http://www.dot.state.mn.us/stateaid/construction.html

1.6 MINNESOTA CONCRETE FLATWORK SPECIFICATIONS

A. LRRB Minnesota Concrete Flatwork Specifications: http://www.dot.state.mn.us/stateaid/plans-specs.html

1.7 TRAFFIC CONTROL

A. The Minnesota Manual of Uniform Traffic Control Devices (MMUTCD) shall apply to this project and is available at: http://www.dot.state.mn.us/trafficeng/publ/mutcd/.

B. The MnDOT's Temporary Traffic Control Zone Layouts Field available at: http://www.dot.state.mn.us/trafficeng/publ/fieldmanual/.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

A. The Contractor shall have access to the reference documents at the site at all times during the construction either in paper or digital format:

******END OF SECTION******

V052815 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01425 – ABBREVIATIONS

PART 1 -- GENERAL

1.1 WHEREVER THE FOLLOWING ABBREVIATIONS ARE USED, THEY SHALL HAVE THE MEANINGS INDICATED:

A. AASHTO American Association of the State Highway and Transportation Officials

B. ACI American Concrete Institute

C. AI The Asphalt Institute

D. ASTM American Society for Testing and Materials

E. AWWA American Water Works Association

F. CEAM City Engineer's Association of Minnesota

G. CLFMI Chain Link Fence Manufacturers Institute

H. MnDOT Minnesota Department of Transportation

I. OSHA Occupational Safety and Health Administration

J. PCA Portland Cement Association or Minnesota Pollution Control Agency (context obvious)

K. SWPPP Storm Water Pollution Prevention Plan

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

******END OF SECTION******

© Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01450 - QUALITY CONTROL

PART 1 -- GENERAL

1.1 SCOPE OF TESTS

A. All materials, equipment, installation, and workmanship included in this contract, if so required by the Engineer, shall be tested and inspected to prove compliance with the contract requirements.

B. All tests and inspections shall be completed under the direct supervision of a licensed professional engineer. All tests and inspections shall be the responsibility as identified in the individual sections of these specifications and shall be reported directly to the Owner and Engineer.

C. No tests specified herein shall be applied until the item to be tested has been inspected and approval given for the application of such tests.

D. Tests and inspections shall include all those specified in the individual sections and shall be compensated in accordance with the individual sections.

E. Tests and inspection, unless otherwise specified or accepted, shall be in accordance with the recognized standards of the industry.

F. Soil compaction testing performed by the Owner is deemed to be for the convenience of the Owner for documentation of the progress and performance of the work. Soil compaction testing results will be made available to the Contractor. However, the Owner and Engineer make no representations that the number of tests taken will be sufficient to accurately characterize the condition of any trench, and the Contractor shall take any supplemental test it deems necessary to monitor its own performance. The Owner may, at its discretion, eliminate soil and compaction testing on any part or the entire project. The presence or absence of soil and compaction testing or the approval of the results thereof shall in no way reduce the Contractor's obligation to correct trench settlement as described in these Special Provisions.

1.2 FINAL TESTING AND START-UP

A. If, under test, any portion of the work fails to fulfill the contract requirements and is altered, renewed or replaced, tests on that portion so altered, removed, replaced, together with all other portions of the work as are affected thereby, shall, if so required by the Engineer, be repeated within reasonable time and in accordance with the specified conditions and the Contractor shall pay to the Owner all reasonable expenses incurred by the Owner as a result of the carrying out of such tests.

1.3 TESTING AND LABORATORY SERVICES

A. Independent Testing Laboratory

1. Where in the individual sections of this Specification, tests or inspections are required to be furnished by the Contractor by an independent testing laboratory, the Contractor shall employ and arrange for, at its expense, the services of an approved independent testing laboratory satisfactory to the Engineer to perform the testing utilizing recognized standard procedures and criteria.

B. Reports and Certificates

1. The Contractor shall submit reports and certificates of all inspections and test to the Engineer in duplicate. The reports and certificates become the property of the Owner.

C. Sample Materials

V040110 © Bolton & Menk, Inc. 2016, All Rights Reserved

1. The Contractor shall furnish all sample materials required for these tests and shall deliver the same without charge to the testing laboratory or other designated agency when and where directed by them.

D. Additional Tests

1. In addition to those tests required by the individual technical specifications and/or referenced specifications:

(a) Additional tests required beyond these required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the work is defective, the Contractor shall pay all costs of the additional tests and shall correct the work. If the work is satisfactory, the Owner will pay for the additional tests.

(b) The Owner may perform televised inspection of any and/or all under construction included in this project, at its own expense, at any time prior to final payment. All deficiencies discovered in the course of such investigation shall be corrected at the Contractor's expense and, the Owner's satisfaction, prior to final payment.

1.4 ENGINEER'S REPRESENTATIVES AND TESTING

A. The Engineer may provide a Resident Project Representative (RPR) to ascertain that the work is accomplished properly and in accordance with the plans and specifications. The RPR shall have full access to the work and shall be given full cooperation. The RPR shall have the authority, subject to the final decision of the Engineer, to reject any defective work or material. The RPR shall have no authority to permit any deviation from the plans and specifications except on written order from the Engineer.

B. The presence of the Engineer or any RPRs, however, shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Engineer or any RPRs.

1.5 SITE INVESTIGATION AND CONTROL

A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the work due to his failure to comply with this requirement.

B. The Contractor shall inspect related and appurtenant work and shall report in writing to the Engineer any conditions, which will prevent proper completion of the work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair or replacement caused by unsuitable conditions shall be performed by the Contractor at his sole cost and expense.

1.6 RIGHT OF REJECTION

A. The Engineer, acting for the Owner, shall have the right, at all time and places, to reject any articles or materials to be furnished hereunder which in any respect, fail to meet the requirements of these specifications, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the work at the site. If the Engineer or RPR, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, deliver, or erection, may be rejected by the Engineer for the Owner.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

******END OF SECTION******

V040110 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01500 – MOBILIZATION

PART 1 -- GENERAL

1.1 SUMMARY

A. This section covers the mobilization of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to construct the project, including but not limited to, the demobilization associated with closing the project, removing all equipment, removing excess materials, and general clean-up.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Mobilization shall be measured by the LUMP SUM and paid in accordance with the following schedule.

1. On the first partial estimate that shows work performed on at least one major contract item, 25 percent of the amount bid for Mobilization will be paid, but not more that 3 percent of the original Contract amount.
2. On subsequent partial estimates, payment shall be made at the same percentage as the value of work completed to date relative to the original Contract amount, except that payment shall not be reduced from the original 25 percent. Materials on hand shall be excluded from the payment ratio computation.
3. At such time that 95 percent of the original Contract amount is earned, full payment for Mobilization shall be made.

1.3 SPECIFICATION REFERENCES

A. MnDOT Specification Section 2021 shall apply to mobilization.

B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

******END OF SECTION******

V040110 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01562 - AIR, LAND AND WATER POLLUTION

PART 1 -- GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary for the prevention of air, land and water pollution as indicated on the plans or as specified herein or as directed by the Engineer.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:

1. Payment for the prevention of air and land pollution shall be incidental to the project and no separate compensation will be granted

2. Payment for all work associated with the prevention of water pollution and erosion control shall be incidental to the project and no separate compensation will be granted, unless payment for such work is specifically identified in Section 02370 of these Specifications.

B. SPECIFICATION REFERENCES

1. MnDOT Specification Section1717 shall apply to the prevention of air, land and water pollution.

2. MnDOT Specification Section 2573 shall apply to storm water management.

3. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 GENERAL

A. The Contractor shall provide and maintain all sanitary accommodations for use by employees.

B. All solid waste material shall be disposed by the Contractor in accordance with the local and State solid waste disposal regulations.

3.2 DUST CONTROL

A. The Contractor shall perform dust control operations necessary to proactively prevent the production of dust in amounts to cause nuisance or damage to property, vegetation, animals, or persons in the vicinity of the construction.

B. The Contractor shall keep the surface of construction work areas and unpaved haul roads moist by spraying with uncontaminated water so as to prevent, not just reduce, airborne dust.

C. The Contractor shall suspend construction or haul traffic when the Contractor cannot prevent airborne dust until such time as dust control can be re-established to the required levels.

D. The Contractor shall be responsible for any damage resulting from dust originating from the construction. The dust abatement measures shall be continued until the Contractor is relieved of further responsibility under these Contract provisions.

V040110 © Bolton & Menk, Inc. 2016, All Rights Reserved

E. Requests by the Owner or Engineer for additional water to be placed for dust control shall be accomplished within 4 hours of notification and shall also include evenings and weekends as required or deemed necessary by the Owner or the Engineer. **Failure to perform the work requested within the 4 hours may result in the Owner or Engineer arranging for dust control by others. A contract deduction shall be made equal to the total of all costs to perform dust control so arranged, including not limited to labor, materials, equipment and administrative costs.**

3.3 USE OF CHEMICALS

A. Reference Storm Water Pollution Prevention Plan (SWPPP).

******END OF SECTION******

V040110 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01720 - FIELD ENGINEERING

PART 1 -- -- GENERAL

1.1 STAKING

A. Unless otherwise specified in the specific sections, Owner shall provide engineering surveys to establish reference points for construction as follows:

1. Storm Sewer: Staking will be furnished and set by the Engineer at 50 foot spacing (usually offset for construction) for the control of the underground construction herein described. Cuts to the proposed pipeline grade will be furnished by the Engineer. Manholes and catch basins will be staked with an offset and a witness with a cut to the lowest structure invert.

2. Watermain: The staking interval for watermain shall be 50 feet. Cuts to the proposed pipeline grade will be furnished by the Engineer. Location staking shall be provided for valves and fittings. Hydrants will be staked with an offset and a witness with a cut to the ground elevation at the hydrant.

3. Street Grading and Top of Curb: A control line (usually offset from the curb line) with cuts and fills to proposed grade at 50 foot spacing on tangents, and 25 foot spacing on horizontal or vertical curves, shall be furnished and set on both sides for control of the construction herein described.

4. Site Grading: Centerline stakes, with cut or fill to finished grade will be provided at 50 foot spacing. Stakes with cut or fill to finished grade will be provided for; contours representing grade breaks at 100 foot spacing along the contour, contours representing the top and bottom of ponds at 100 foot spacing along the contour, and for building pad corners (usually offset from the actual corner).

5. The Contractor shall give the Engineer sufficient notice, normally two working days, to provide staking for the orderly progress of the work and shall provide clear line of sight for all staking.

6. The stakes are an integral part of the project and the Contractor shall protect and preserve all such stakes and marks, and may be charged with the expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence. Stakes that are destroyed due to vandalism, erosion or other incidents shall be re-staked by the Engineer, at the Contractor's expense.

7. In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Engineer of such error or inconsistency and shall not proceed with the work until such stake, grade, or mark shall have been verified or corrected by the Engineer.

8. All other line and grade staking shall be the responsibility of the Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc. The survey cost of establishing stakes requested by the Contractor for the convenience of the Contractor, beyond those cited as basic project control, will be charged to the Contractor or withheld from the amounts due to the Contractor.

B. Unless otherwise stated in the applicable section of the Specifications or waived by the Engineer, the Contractor shall provide Blue Tops prior to final paving for subgrade and aggregate base construction.

1.2 SPECIFICATION

A. Water Distribution System - See CEAM 2600.3 (A2).

B. Pipe Sewers - See CEAM 2621.3 (A2).

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

******END OF SECTION******

V040110 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 01770 - PROJECT CLOSEOUT

PART 1 -- GENERAL

1.1 FINAL INSPECTION

A. After the cleaning up of the work, premises, and all other areas and structures connected with the performance of the contract, the work as a whole, shall be examined by the Engineer and Owner; and, any workmanship or materials found not meeting the requirements of the specifications shall be identified and included on a punch list given to the Contractor.

B. The Contractor shall, at its own expense, promptly remove, replace, repair, or otherwise correct the deficiencies with good and satisfactory workmanship and material to the satisfaction of the Owner and Engineer.

C. In the event that the Contractor does not satisfactorily remove, replace, repair, or otherwise correct the deficiencies within thirty (30) calendar days after receipt of the punch list, the Owner reserves the right to employ the services of other contractors and/or service organizations to conduct the necessary work and deduct any and all associated costs from final payment to the Contractor. The entry of such other agents on the project to perform this work will not relieve the Contractor from any of its warranty, maintenance or start-up obligations.

1.2 PROJECT ACCEPTANCE

A. The project shall be accepted after the final examination has been conducted and all settlement, defects, damages, etc., discovered during the previous examination have been remedied.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

****** END OF SECTION ******

V040110 © Bolton & Menk, Inc. 2016, All Rights Reserved

SECTION 02510 - DOMESTIC WATER SYSTEM

PART 1 -- GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to watermain and service line construction as indicated on the drawings or as specified herein.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Measurement and compensation for the following items shall be paid according to the referenced specification or as modified below:

1. Water main

(a) No exception to the referenced specification is made.

2. Hydrants

(a) No exception to the referenced specification is made.

3. Valves and Valve Boxes

(a) No exception to the referenced specification is made.

4. Fittings

(a) Unless otherwise noted on the plans, watermain fittings will be measured by the pound without joint accessories. The standard weight of watermain fittings, for payment purposes, shall be as published in AWWA C-153, as follows:

Bends, Caps, Plugs & Sleeves							
	Fitting Weights, lbs. (AWWA C153)						
	Bends – MJ x MJ, (degrees)				Caps	Plugs	Sleeves[1]
Size	90	45	22.5	11.25	MJ x MJ	MJ x MJ	MJ x MJ
3	19	16	15	14	8	8	18
4	25	22	18	16	9	10	20
6	39	32	31	30	15	16	33
8	57	46	46	42	22	26	46
10	89	70	64	58	32	36	62
12	108	86	80	67	42	46	76
14	210	160	136	93	66	75	140
16	264	202	172	148	92	95	170
18	335	250	255	205	114	121	200
20	400	305	310	245	125	135	255
24	565	405	412	315	166	175	335
[1]Weights are based on the use of long sleeves.							

V092214 © Bolton & Menk, Inc. 2017, All Rights Reserved

Tees, Crosses & Reducers									
		Fitting Weights, lbs. (AWWA C153)					Fitting Weights, lbs. (AWWA C153)		
Run	Branch	Tee	Cross	Reducers	Run	Branch	Tee	Cross	Reducers
Large	Small	MJ x MJ	MJ x MJ	MJ x MJ	Large	Small	MJ x MJ	MJ x MJ	MJ x MJ
4	4	32	40	-	18	6	275	-	-
6	4	46	62	24	18	8	295	-	190
6	6	56	75	-	18	10	315	-	195
8	4	60	84	32	18	12	335	-	180
8	6	72	98	36	18	14	380	-	190
8	8	86	105	-	18	16	405	-	195
10	4	78	98	46	18	18	435	-	-
10	6	90	121	47	20	6	315	-	-
10	8	105	135	50	20	8	345	-	-
10	10	120	145	-	20	10	370	-	220
12	4	94	119	58	20	12	395	-	205
12	6	110	138	58	20	14	440	-	200
12	8	125	149	57	20	16	465	-	200
12	10	140	187	61	20	18	505	-	225
12	12	160	213	-	20	20	535	-	-
14	4	172		-	24	6	415	-	-
14	6	182	210	100	24	8	445	-	-
14	8	206	231	100	24	10	470	-	-
14	10	228	255	100	24	12	500	-	305
14	12	234	269	100	24	14	550	-	310
14	14	280	299		24	16	580	-	320
16	6	228	250	124	24	18	625	-	305
16	8	248	264	124	24	20	660	-	300
16	10	264	286	124	24	24	720	-	-
16	12	280	312	112					
16	14	316	-	140					
16	16	322	385	-					

(b) The weight for fittings not listed in the tables above shall be in accordance with AWWA C153. The weight for fittings not listed in the tables above or in AWWA C153 shall be the actual weight of the fitting(s) furnished and installed based on acceptable documentation provided by the Contractor.

B. The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. The costs shall be included in the unit price bid for the water system items, as indicated. Such items of work include but are not limited to:

1. The furnishing and installing polyethylene encasement material, include in the price bid for water main.
2. Concrete blocking or metal ties, include in the price bid for water main.
3. Valve umbrella anchorage assembly, include in the unit price bid for valves.
4. Locating and connecting to an existing water main or a hydrant, include in the price bid for water main.
5. Locating and connecting to an existing water service line, include in the price bid for water main.

V092214 © Bolton & Menk, Inc. 2017, All Rights Reserved

6. Compaction, hydrostatic, leakage, disinfecting, coliform bacteria and conductivity testing, include in the price bid for water main.
7. Furnishing and installing thrust block, tie rods, joint restraints and sacrificial zinc anode caps as shown on the plans and as specified.
8. Turning hydrant heads to a location as directed by the Engineer, include in the price bid for hydrants.
9. If a separate bid item for temporary water service is NOT included in the Schedule of Unit Prices, providing continuous temporary water service to affected users, include in the price bid for water main.
10. The wood and/or metal parts necessary to identify the ends of the unattached service lines and curb stops are included in the price bid for water services.
11. If a separate bid item for bypass pumping is NOT included in the Schedule of Unit Prices, providing temporary bypass pumping / control of storm water flows around the construction zone, include in the price bid for watermain.
12. The painting or re-painting of hydrants with scratches and/or abrasions, include in the price bid for hydrants.
13. Providing temporary corporations, copper pipe, plugs, etc. for hydrostatic watermain testing, include in the unit price bid for watermain.
14. The cost to furnish and install copper water service couplings, include in the unit price bid for water service pipe.
15. If the watermain is to be installed inside a casing pipe, furnishing and placing the carrier pipe, carrier pipe support materials, sand fill and grout seals, include in the unit price bid for watermain.

1.3 SPECIFICATION REFERENCES

A. Reference CEAM Specification No. 2611 shall apply to the water main and service line construction, except as modified herein.

B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. Work plan for temporary service.

PART 2 -- PRODUCTS

2.1 OPEN CUT WATERMAIN MATERIAL

A. The following water pipe materials will be allowed for use on this project:

1. All watermain under 8” diameter shall be ductile iron pipe, Class 53. Watermain 8” and larger shall be ductile iron pipe, class 52. The ductile iron pipe watermain shall be in accordance with the provisions of CEAM 2611.2A1.
2. All trenches shall be excavated so that the pipe may be laid accurately to grade with a minimum of 7-1/2 feet of earth cover over the top of the pipe, unless noted otherwise on the drawings.
3. All rubber gasket joints shall be in accordance with A.W.W.A Specification C111. All joints shall be push on or mechanical joint type.
4. All joints shall be provided with copper straps for the purpose of conducting electric current. Lead tip gasket alone is not an acceptable method of conductivity. Straps shall be capable of carrying 600 amps.
5. Water service shall not be interrupted before 9:00 a.m. on any day. If water service interruption seriously interferes with the day-to-day operations of a commercial-industrial business, the Contractor

V092214 © Bolton & Menk, Inc. 2017, All Rights Reserved

will be required to conduct his operations at a time that has the least impact on the business. No additional compensation will be due the Contractor for working after hours to complete this work.

2.2 WATERMAIN FITTING MATERIALS

A. The following pressure pipe fitting materials will be allowed for use on this project:

1. Mechanical Class 350 ductile iron fittings shall be used.

2. All fittings shall be coated with a 6-8 mil nominal thickness fusion bonded epoxy conforming to the requirements of ANSI/AWWA C550 and C116/A21.16.

3. All fittings, valves, hydrants and restraining rods shall be protected by using sacrificial zinc anode caps, ASTM B418 6 oz. Large Zinc Anode Caps as manufactured by Trumbull Industries Inc., or an approved equal. Contractors shall supply 2 anode caps per mechanical joint gland installed.

4. All fittings, valves, hydrants, etc., shall be secured utilizing COR-BLUE T-BOLTS as manufactured by NSS Industries or approved equal.

5. All Restraining devices (megalugs) shall be coated with a 6-8 mil nominal thickness, fusion bonded epoxy conforming to the requirements of ANSI/ AWWA C550 and C116/A21.16.

6. Adaptors, back-up rings and oversize sleeves shall be provided for transitions and connections to dissimilar types of pipe materials. All sleeve fittings shall be long mechanical joint.

7. All fittings shall have been manufactured in the year of construction or prior calendar year.

8. Quality control of all fitting manufacturers shall conform to the requirements of International Organization for Standardization (ISO).

2.3 FIRE HYDRANTS

A. Hydrants shall be Waterous Pacer model WB-67-250, UL, 250psi rating, traffic flange with break off section as shown on the detail drawings, and conforming to the provisions of CEAM 2611.2B. All hydrants shall have flex-stake markers 4-feet in length or as approved by the owner. The top nut of the hydrant shall be 2.5 ft above adjacent grade.

B. The drain holes shall be securely plugged where the static groundwater table is higher than the drain hole location on the hydrant. Plugged hydrants shall be marked by painting the 5” cap yellow.

C. All hydrants shall have been manufactured in the year of construction or prior two calendar years.

1. All hydrant extensions shall be manufactured by the same manufacturer as the hydrant.

2. The local fire department shall be contacted before ordering hydrants to obtain the correct nozzle threads and type of operating nut and cap bolts.

2.4 VALVE AND VALVE HOUSING

A. All water valves shall have been manufactured in the year of construction or prior two calendar years.

B. All nuts and bolts shall be 304 stainless steel.

C. Valve Housing

1. Valve boxes shall be three piece adjustable screw type boxes 60”-90” extension, with a 5 ¼” shaft size. The word “water” shall be imprinted on each lid. One (1) valve wrench shall be supplied to the utility department for each five (5) valves required on the Project.

2. Valves shall have a valve nut extension installed. The extension shall terminate with in one-foot (1’) of the finished grade.

3. All valve box assemblies shall be furnished with a valve umbrella anchorage assembly. The valve umbrella anchorage assembly shall be manufactured by Adaptor, Inc., Oak Crest, WI, or equivalent.

V092214 © Bolton & Menk, Inc. 2017, All Rights Reserved

4. High Density Polyethylene valve housings will not be allowed on this project.

D. Gate Valves

1. Valve twelve inches (12”) in size and smaller shall be resilient wedge valves by Kennedy, Clow, Mueller or approved equal. Valves shall conform to AWWA C509-80 standards and shall be installed on line with accompanying valve boxes. All valves shall be of mechanical ends with underground operator. The operator shall close the valve in a clockwise direction.

E. Valve Markers

1. All valves not located in the streets shall be marked with a 5’ tall Blue Carsonite marker as approved by the City.

2.5 RESTRAINED JOINT RETAINER GLANDS

A. Where stainless steel is not used restrained joint retainer glands shall be coated with a 6-8 mil nominal thickness fusion bonded epoxy conforming to the requirements of ANSI/AWWA C550 and C116/A21.16 or approved equal.

2.6 POLYETHYLENE ENCASEMENT

A. The Contractor shall furnish and install polyethylene encasement for the entire main and all appurtenances in accordance with the referenced specification.

PART 3 -- EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. Temporary Service

1. Before proceeding with the project, the Contractor shall establish a work plan and submit the plan to the utility personnel and Engineer for review and comment. The plan shall outline the method to be used to maintain service to the affected consumers and estimate the duration of any anticipated interruptions of service. The plan shall include provisions to fully disinfect all temporary piping, valves and fittings in accordance with CEAM Specification No. 2611. The Contractor is the sole party responsible to notify the Utility and consumers who may be affected by limitations and/or interruption of water service. Planned service interruptions shall not exceed six (6) hours in any 72 hour period unless previously approved by the Utility.

2. The Contractor shall coordinate watermain shut-downs with the water utility at least 24 hours prior to the requested shut-down.

3. If the Contractor fails to provide water service to affected residents within the constraints specified above, an amount equal to $ 500.00 may be deducted from the amount due the Contractor for each occurrence.

3.2 INSTALLATION OF PIPE AND FITTINGS

A. Aligning and Fitting of Pipes

1. The Contractor, together with the utility's personnel, shall jointly examine and operate all curb stops and mainline valves prior to final acceptance.

2. Anchoring of Pipe

(a) A thrust block of cast-in-place concrete, which covers the installed fitting, is not permitted. Restrained joint retainer glands shall be provided at all bends, tees, hydrants, valves and plugged crosses or wherever the watermain changes direction or dead ends

B. Polystyrene Insulation

V092214 © Bolton & Menk, Inc. 2017, All Rights Reserved

1. The Contractor shall install polystyrene insulation in those areas where the watermain or services may be susceptible to frost or freezing, or as directed by the Engineer.

2. Rigid foam insulation shall be placed between the watermain and storm or sanitary sewer where adequate vertical clearance cannot be maintained. The insulation shall be placed on a bed of sand and sand shall be placed above the insulation to isolate the insulation from rocks and other sharp objects. The ultimate thickness of insulation required shall be achieved by using 2 layers of insulation, the second layer shall be placed perpendicular to first layer and the joints shall be offset.

C. Water Service Installation

1. The Contractor shall imprint the concrete face of curb at the locations of the utility service locations in accordance with City standards.

2. The Contractor shall keep accurate records as to the location of the service connections, as specified in the referenced specification. Final payment for the project will not be made until the information is in the possession of the Owner.

3. No warranty is expressed or implied as to the location, size or material type of existing service lines. The Contractor shall furnish and install all fittings required to make the connections.

4. The Contractor shall install new service pipe, at 7.5 foot bury depth, from the tee to the property line, or as shown on the plans, or as directed by the Engineer.

5. The water services shall be hydrostatically tested and disinfected

D. Polyethylene Encasement

1. The Contractor shall furnish and install polyethylene encasement for the entire main and all appurtenances in accordance with the referenced specification.

3.3 FIELD QUALITY CONTROL

A. Electrical Conductivity Test

1. Conductive Pipe Materials

(a) See the referenced Specification CEAM 2611.3.F

2. Non-conductive Pipe Materials

(a) The conductivity requirements shall be to demonstrate the electrical continuity of the tracer wire.

3.4 HYDROSTATIC TESTING AND DISINFECTION

A. Hydrostatic tests shall be conducted in accordance with the referenced specification. Individual tests from valve to valve are required. These tests shall be conducted prior to the bacteriological tests required with the disinfection of the main. No drop in pressure will be allowed during the last two hours of the pressure test.

B. The Contractor shall disinfect the watermain in accordance with the provisions of AWWA Standard Specification C-651, Disinfecting Watermains. After performing and obtaining passing hydrostatic test results, two samples of the water, taken 24 hours apart, shall be taken from each section of the new pipe and sent to an approved testing laboratory to establish the bacteriological conditions prior to placing the line in service. In the event unsatisfactory results are obtained, the Contractor shall take whatever steps are necessary to correct the sanitary conditions. The Contractor shall then re-take the bacteriological tests until satisfactory results are obtained.

******END OF SECTION******

V092214 © Bolton & Menk, Inc. 2017, All Rights Reserved

INDEX--SP2016BOOK

SP2016#	ITEM#	DATA	PAGE
S-1		CONTACT INFORMATION	3
S-2		EQUAL PAY	3
S-3		RESPONSIBLE CONTRACTOR	3
S-4		COMPLIANCE WITH TAX LAW REQUIREMENTS	4
S-5		EMERALD ASH BORER COMPLIANCE	4
S-6		USE OF ADHESIVE ANCHORS	5
S-7		(1203) ACCESS TO PROPOSAL PACKAGE	5
S-8		(1206) PREPARATION OF PROPOSAL	5
S-9		(1209) DELIVERY OF PROPOSALS	5
S-10		(1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS	6
S-11		(1212) OPENING OF PROPOSALS	6
S-12		(1404) MAINTENANCE OF TRAFFIC AND (2563) TRAFFIC CONTROL	6
S-13		(1514) MAINTENANCE DURING CONSTRUCTION	16
S-14		(1701) LAWS TO BE OBSERVED (WET LANDS)	16
S-15		(1714) RESPONSIBILITY FOR DAMAGE CLAIMS	17
S-16		(1716) CONTRACTORS RESPONSIBILITY FOR WORK	17
S-17		(1717) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT	17
S-18		(1718) FURNISHING RIGHT-OF-WAY	19
S-19		(1802) TRAINING FOR CONSTRUCTION TRUCK OPERATORS	19
S-20		PROSECUTION OF WORK (ADA)	20
S-21		(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME	23
S-22		(1910) COST ESCALATION	23
S-23		(2051) MAINTENANCE AND RESTORATION OF HAUL ROADS	23
S-24		(2101) CLEARING AND GRUBBING	24
S-25		(2102) PAVEMENT MARKING REMOVAL	24
S-26		(2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES	25
S-27		(2104) RELOCATE MISCELLANEOUS STRUCTURE	25
S-28		(2105) EXCAVATION AND EMBANKMENT	25
S-29		(2211) AGGREGATE BASE	25
S-30		(2357) BITUMINOUS TACK COAT	26
S-31		(2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY)	26
S-32		(2461) STRUCTURAL CONCRETE	28

S-33 (2462) PRECAST CONCRETE....48
S-34 (2503) CONNECT TO EXISTING STORM SEWER....52
S-35 (2404) CONNECT TO EXISTING WATERMAIN....52
S-36 (2504) ADJUST HYDRANT AND VALVE....52
S-37 (2504) HYDRANT....52
S-38 (2504) INSTALL VALVE AND BOX....53
S-39 (2504) ADJUST VALVE BOX....53
S-40 (2504) WATERMAIN PIPE AND FITTINGS....53
S-41 (2504) POLYSTYRENE INSULATION....53
S-42 (2506) MANHOLES AND CATCH BASINS....54
S-43 (2521) CONCRETE WALK (ADA)....54
S-44 (2531) CONCRETE CURB AND GUTTER (ADA)....55
S-45 (2531) TRUNCATED DOMES....56
S-46 (2563) TRAFFIC CONTROL SUPERVISOR....57
S-47 (2573) STORM WATER MANAGEMENT....58
S-48 (2575) ESTABLISHING TURF AND CONTROLLING EROSION....59
S-49 (3137) COARSE AGGREGATE FOR PORTLAND CEMENT CONCRETE....60
S-50 (3138) AGGREGATE FOR SURFACE AND BASES COURSES....61
S-51 FINAL ESTIMATE AND FINAL PAYMENT....62

DIVISION S

S-1 CONTACT INFORMATION

Direct questions about this Project, including pre-bid questions, to Kevin Kielb, P.E., Bolton & Menk, Inc. at 651-968-7760.

S-2 EQUAL PAY

The Department cannot execute a contract in excess of $500,000 with a business that has 40 or more employees on a single day during the prior 12 months in this state or a state where the business has its primary place of business, unless the business has an equal pay certificate or has certified in the Electronic Bid File that the business is exempt. Bidders may find more information on the Equal Pay Certificate Requirement at Minnesota Statutes Section 363A.44 or at this website:

http://mn.gov/mdhr/compliance/equal_pay.html

S-3 RESPONSIBLE CONTRACTOR

The Department cannot award a construction contract in excess of $50,000 unless the bidder is a "responsible contractor" as defined in Minnesota Statutes §16C.285, subdivision 3.

A bidder must verify it meets the minimum criteria detailed in the law. A bidder must submit its verification electronically by completing the "Responsible Contractor" section in the "Officers and Acknowledgements" Folder within the Electronic Bid File. A company officer must certify statements in that section. Bidders only need to complete the electronic verification; DO NOT email, fax, or send paper forms to the Department. The Department will not accept emailed, faxed or other paper submissions and will only accept electronic verifications.

A bidder must obtain a verification from each subcontractor it will have a direct contractual relationship with. At the Department's request, a bidder must submit signed subcontractor verifications. A contractor or subcontractor must obtain an annual verification from each motor carrier it has a direct contractual relationship with. A motor carrier must give immediate written notice if it no longer meets the minimum responsible contractor criteria. The requirement for subcontractor verifications does not apply to:

- Design professionals licensed under Minnesota Statutes §326.06; and
- A business or person that supplies materials, equipment, or supplies to a subcontractor on the Project, including performing delivering and unloading services in connection with the supply of materials, equipment, and supplies. But, a business or person must submit a verification if it delivers mineral aggregate such as sand, gravel, or stone that will be incorporated into the Work by depositing the material substantially in place, directly or through spreaders, from the transporting vehicle.

A bidder or subcontractor who does not meet the minimum criteria specified in the statute, or who fails to verify compliance with the criteria, is not a "responsible contractor" and is ineligible to be awarded the Contract for this Project or to work on this Project. Submitting a false verification makes the bidder or subcontractor ineligible to be awarded a construction contract for this Project. Additionally, submitting a false statement may lead to contract termination. If only one bidder submits a bid, the Department may, but is not required to, award a contract even if that bidder does not meet the minimum criteria.

S-4 COMPLIANCE WITH TAX LAW REQUIREMENTS

The Department cannot make final payment to the Contractor until the Contractor demonstrates that it and all its subcontractors have complied with the Income Tax withholding requirements of Minnesota Statutes, section 290.92 for wages paid for work performed under the contract. To establish compliance, the Contractor must submit a "Contractor Affidavit" either online or in paper form (IC134) to the Minnesota Department of Revenue. The contractor will receive written certification of compliance when the Department of Revenue determines that all withholding tax returns have been filed and all withholding taxes attributable to the work performed on the contract have been paid. The Contractor must then provide this written certification to the Department to receive final payment.

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

The Department of Revenue, in association with the Department of Employment and Economic Development, offers a free seminar to help contractors understand tax law requirements. The Department strongly urges the Contractor and all subcontractors to attend the "Employment Taxes & Employer Responsibilities Seminar" or similarly offered classes. You can find a schedule and more information on the Department's website at: www.revenue.state.mn.us/businesses/withholding/Pages/EducationandOutreach.aspx.

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

S-5 EMERALD ASH BORER COMPLIANCE

REVISED 01/08/16

All or part of this Project is located in a county which the Minnesota Department of Agriculture (MDA) has placed under an Emerald Ash Borer Quarantine. Contractor may contact MDA at 1-888-545-6684 or visit the Emerald Ash Borer website at http://www.mda.state.mn.us/plants/pestmanagement/eab.aspx to find more information. The Contractor must comply with the following requirements.

S-5.1 The Contractor **will not:**

(1) Offer any part of an Ash tree (Fraxinus spp.) from a quarantined area to any industry or individual without an Emerald Ash Borer Compliance Agreement with MDA; or
(2) Make available any part of an ash tree or any non-coniferous (hardwood) species with bark from the quarantined area for use as firewood; or
(3) Transport any part of an ash trees, in any form, outside of a quarantined county without complying with an Emerald Ash Borer Compliance Agreement with MDA; or
(4) Transport any part of ash trees, in any form, outside the state of MN without contacting John.o.haanstad@aphis.usda.gov to obtain the United States Department of Agriculture's and the MDA's joint approval of the Emerald Ash Borer Compliance Agreement.

S-5.2 The Contractor **will**:

(1) Dispose of ash trees according to the Emerald Ash Borer Compliance Agreement; and
(2) Use the ash wood chips within the construction limits for erosion control, construction exit pads, or other project related needs.

S-5.3 The Department will not directly compensate the Contractor for compliance with these requirements.

S-6 USE OF ADHESIVE ANCHORS

Do not use adhesive anchors in sustained tension. Contractor may use adhesive anchors, in a non-direct tensile application, such as metal rail attachment.

S-7 (1203) ACCESS TO PROPOSAL PACKAGE

MnDOT 1203 is hereby deleted from the MnDOT Standard Specifications.

S-8 (1206) PREPARATION OF PROPOSAL

The provisions of MnDOT 1206 are supplemented and/or modified with the following:

S-8.1 MnDOT 1206.1 is hereby deleted from the MnDOT Standard Specifications.

S-8.2 MnDOT 1206.2 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

1206.2 ALLOWABLE SUBSTITUTIONS

For all Proposals the Bidder shall use the following method:

(1) Submit a Proposal on the Bid Schedule forms provided by the Department. The Bidder shall:
(1.1) Submit a Unit Price in numeric figures for each Pay Item for which a quantity is shown. Assume a numeric quantity of "1" for each "Lump Sum" Pay Item, except as not required in the case of alternate Pay Items,
(1.2) Show the extensions resulting from Unit Prices multiplied by the shown quantities in the specified column, and
(1.3) Add the extended Pay Item amounts to show the total amount of the Proposal.

The Bidder shall write the figures in ink or provide typed or computer printed figures. In the case of a discrepancy between a Unit Price and extension in a Proposal, the Unit Price will govern.

If a Bidder fails to provide a Unit Price for any Pay Item on the Bid Schedule, except for "Lump Sum" Pay Items, the Department will reject the Proposal.

If a Pay Item in the Proposal requires the Bidder to choose an alternate Pay Item, the Bidder shall indicate its choice in accordance with the Specifications for that Pay Item.

An authorized representative of the Bidder must sign the Proposal.

S-9 (1209) DELIVERY OF PROPOSALS

The provisions of MnDOT 1209 are modified with the following:

When submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," of these Special Provisions, the Bidder shall deliver the Proposal and the Proposal Guaranty in a sealed envelope. The Bidder shall mark the sealed envelope with the name of the Bidder, the Project number, and the letting date. The Bidder shall deliver the sealed envelope to the Department as specified in the Advertisement for Bids as follows:

(1) To the address specified,
(2) In care of the official receiving the Proposals, and
(3) By the date and time for opening Proposals.

The Bidder shall return paper copies of the following with the submitted Proposal:

(1) Proposal title sheet;
(2) The complete "Schedule of Prices," with all changes made in ink and initialed;
(3) Form 21126D, "Proposal Signature Page" attached to the back of the Proposal, with signatures and all Addenda acknowledged;
(4) Form CM 32-34, "EEO Clause;"
(5) Non-collusion affidavit; and
(6) Any other forms included in the Proposal Package.

If the Department receives a Proposal after the date and time for opening Proposals, the Department will return the Proposal to the Bidder unopened.

S-10 (1210) REVISION OF PROPOSAL PACKAGE OR WITHDRAWAL OF PROPOSALS

The provisions of MnDOT 1210 are deleted and replaced with the following:

When submitting a Proposal in accordance with 1206.2, "Allowable Substitutions," of these Special Provisions, the Bidder may revise or withdraw its Proposal after delivery to the Department if the Department receives the Bidder's written request for withdrawal or revision before the date and time for opening Proposals.

The Department reserves the right to revise the Proposal Package at any time before the date and time for opening Proposals. The Department will issue a numbered and dated Addendum for any revision of the Proposal Package. The Department will post each Addendum as announced in an e-mail or other method of notification to each Bidder on the Department's list of Bidders.

The Department will include each Addendum with all Proposal Forms issued to the Bidder after the date of the Addendum.

If revisions made by an Addendum require change to Proposals or reconsideration by the Bidder, the Department may postpone opening Proposals. If the Department postpones opening Proposals, the Department will specify the new date and time for opening Proposals in the Addendum.

The Bidder shall acknowledge receipt of each Addendum in the proposal.

S-11 (1212) OPENING OF PROPOSALS

The provisions of MnDOT 1212 are modified with the following:

S-11.1 MnDOT 1212 is hereby deleted from the MnDOT Standard Specifications and replaced with the following:

1212 OPENING OF PROPOSALS

The Department will open Proposals at the time, date, and place defined in the Proposal Package and the Advertisement for Bids.

S-12 (1404) MAINTENANCE OF TRAFFIC AND (2563) TRAFFIC CONTROL

REVISED 02/07/17

All traffic control devices shall conform and be installed in accordance to:

- the "Minnesota Manual on Uniform Traffic Control Devices" (MN MUTCD);
- Part 6, "Field Manual for Temporary Traffic Control Zone Layouts" (Field Manual);
- the Speed Limits in Work Zones Guideline
- the Minnesota Flagging Handbook;
- the MnDOT Standard Signs and Markings Manual;

And the provisions of MnDOT 1404 and 1710, the Plan, and these Special Provisions.

The Contractor shall furnish, install, maintain, and remove all traffic control devices required to provide safe movement of vehicular traffic through the Project during the life of the Contract from the start of Contract operations to the completion thereof. The Engineer will have the right to modify the requirements for traffic control as deemed necessary due to existing field conditions. The highways shall be kept open to traffic at all times, except as modified below.

Traffic control devices include, but are not limited to, barricades, warning signs, trailers, flashers, cones, and drums, as required and sufficient barricade ballasts to maintain barricade stability.

S-12.1 TRAFFIC CONTROL

(A) If traffic control layouts are not present in the Plan, or if the Contractor modifies the layout or sequence from the Plan, the Contractor shall submit the proposed traffic control layout to the Engineer, for approval, at least seven (7) days prior to the start of construction. The Contractor does not need to submit layouts that can be found in the Field Manual. All other layouts that are not found in the plan or Field Manual shall be submitted. At least 24 hours prior to placement, all traffic control devices shall be available on the Project for inspection by the Engineer. The Contractor shall modify his/her proposed traffic control layout and/or devices as deemed necessary by the Engineer.

(B) The Contractor shall be responsible for the immediate repair or replacement of all traffic control devices that become damaged, moved or destroyed, of all lights that cease to function properly, and of all barricade ballasts that are damaged, destroyed, or otherwise fail to stabilize the barricades. The Contractor shall further provide sufficient surveillance of all traffic control devices at least once every 24 hours.

The Contractor shall furnish names, addresses, and phone numbers of at least three (3) individuals responsible for the placement and maintenance of traffic control devices. These individuals shall be "on call" 24 hours per day, seven days per week during the times any traffic control devices, furnished and installed by the Contractor, are in place. The required information shall be submitted to the Engineer at the Pre-construction Conference.

The Contractor shall also furnish the names, addresses, and phone numbers of those individuals to the following:

1.	City of Ramsey/Public Works Department	763-427-8254
2.	Local Police Department	763-427-6812
3.	Local Fire Department	763-427-4452
4.	City of Ramsey Clerk	763-427-1410

The Contractor shall, at the pre-construction conference, designate a Work Zone Safety Coordinator who shall be responsible for safety and traffic control management in the Project work zone. The Work Zone Safety Coordinator, shall be either an employee of the Contractor such as a superintendent or a foreman, or an employee of a firm which has a subcontract for overall work zone safety and traffic control management for the Project. The responsibilities of the Work Zone Safety Coordinator shall include, but not be limited to:

- Coordinating all work zone traffic control operations of the Project, including those of the Contractor, subcontractors and suppliers.
- Establishing contact with local school district, government, law enforcement, and emergency response agencies affected by construction before work begins.
- Maintaining a record of all known crashes within a work zone. This record should include all available information, such as: time of day, probable cause, location, pictures, sketches, weather conditions, interferences to traffic, etc. These records shall be made available to the Engineer upon request.

(C) The Contractor shall inspect, on a daily basis, all traffic control devices, which the Contractor has furnished and installed, and verify that the devices are placed in accordance with **the Traffic Control Layouts,** these Special Provisions, and/or the MN MUTCD. Any discrepancy between the placement and the required placement shall be immediately corrected.

The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning any request for improving or correcting traffic control devices. **If the Contractor is negligent in correcting the deficiency within one hour of notification the Contractor shall be subject to an hourly charge assessed at a rate of $250.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

The Contractor is required to meet the traffic control device quality standards as determined in the Field Manual. The Contractor shall immediately replace traffic control devices that are deemed unacceptable. Signs that are dirty and result in a noticeable loss of reflectivity at night are also considered unacceptable and shall be cleaned or replaced. The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning the notification of unacceptable traffic control devices. **If the Contractor is negligent in correcting the deficiency within one day of notification the Contractor shall be subject to a daily charge assessed at a rate of $500 for each day or any portion thereof with which the Engineer determines that the Contractor has not complied.**

(D) The person performing the inspection in paragraph (C) above shall be required to make a daily log. This log shall also include the date and time any changes in the stages, phases, or portions thereof go into effect. The log shall identify the location and verify that the devices are placed as directed or corrected in accordance with the Plan. All entries in the log shall include the date and time of the entry and be signed by the person making the inspection. The Engineer reserves the right to request copies of the inspection logs, as he deems necessary.

The Contractor shall provide copies of the inspection logs on a weekly basis on a day of the week determined by the Engineer. Additionally the Engineer may request copies of the logs at any time he deems necessary. **If the Contractor is negligent in providing the inspection logs on the predetermined weekly date or at the Engineer's request, the Contractor shall be subject to a daily charge assessed at a rate of $250.00 per day for each day or any portion thereof with which the Engineer determines that the Contractor has not complied.**

(E) If, at any time, the Contractor fails to, in a timely manner, properly furnish, install, maintain or remove any of the required traffic control devices, the Department reserves the right to correct the deficiency. **Each time the Department takes such corrective action, the costs thereof, including mobilization, plus $5,000 will be deducted from monies due or coming due the Contractor.**

S-12.2 GENERAL REQUIREMENTS

(A) All portable sign assemblies shall be perpendicular to the ground. No roll-up signs will be allowed unless authorized by the Engineer. No traffic control device (signs, channelizing devices, arrowboards, etc.) shall be weighted so they become hazardous to motorists and workers. The approved ballast system for devices mounted on temporary portable supports is sandbags, unless it is designed, crash tested, and approved for the specific device. During freezing conditions, the sand for bags shall be mixed with a de-icer to prevent the sand from freezing. The sandbags shall be placed and maintained at the base of the traffic control device to the satisfaction of the Engineer.

When signs will remain in the same location for more than 30 consecutive days the signs shall be post mounted. This would not include portable signs, which are set up and taken down at the beginning and end of each work shift. The signs must be post mounted according to the Typical Temporary Sign Framing and Installation Detail Sheet found in the Plan or in these Special Provisions.

(B) When signs are installed, they shall be mounted on posts driven into the ground at the proper height and lateral offset as detailed in the MN MUTCD. **When signs are removed, the sign posts and stub posts shall also be removed from the Right of Way within two (2) weeks or the Contractor shall be subject to a daily charge assessed at a rate of $100.00 per day for each day or portion thereof with which the Engineer determines that the Contractor has not complied.**

(C) All temporary rigid signs shall be fabricated with an approved retroreflective sheeting material of the appropriate color, and be listed under the Approved/Qualified Products List (APL/QPL) for either "Sheeting for Rigid Temporary Work Zone Signs, Delineators, and Markers (Type IX and XI) " or "Sheeting for Rigid Permanent Signs, Delineators, and Markers (Type IX and XI)". Signs remaining inplace that still apply during temporary operations need no change in sign sheeting.

Signs shall have an easily identifiable marking on the face to make the identification of approved retroreflective sign sheeting on temporary rigid signs in the field easier. This marking verifies that the sign sheeting has been approved for temporary rigid signs. Temporary rigid signs 4 sq. feet and under in size and all barricades and route markers will be exempt from this marking. The appropriate marking shall be used for each type of the approved sheeting types. Refer to the instructions for the marking of temporary signs that are on the APL or directly at the following link: http://www.dot.state.mn.us/products/signing/pdf/typelabel.pdf

The sheeting materials APL/QPL, including the retroreflective sheeting types, is located at http://www.dot.state.mn.us/products/signing/sheeting.html

(D) At the beginning of the Project, the Contractor shall store at least 10 extra Type III barricades and 10 extra retroreflective drums, at a convenient location within the Project limits, to be used at the discretion of the Engineer. Furnishing and erecting these traffic control devices shall be incidental.

(E) **In Place Signing**

All in place signs and delineators that interfere with the Contractor's normal operation shall be relocated outside of the work area or removed by the Contractor at the direction of the Engineer. **This includes any other sign that interfere with the Contractor's operation.** Signs that are removed and will be reused are to be stored in such a manner as to protect the sign from scratching, fading, or other harmful ~~a~~ffects until said signs are reinstalled. Upon completion of work at each sign location, or at the direction of the Engineer, the signs shall be replaced as near to their original locations as possible or to a location designated by the Engineer. **Signs and structures damaged by the Contractor shall be replaced by him at his own expense.**

The reinstalled sign posts shall be plumb and the sign panels shall be level. The minimum mounting height shall be 7 feet above the elevation of the traveled roadway. The minimum embedment length of the stub posts shall be 3.5 feet. The splice between the stub post and the riser post shall be a minimum of 12 inches. **The Contractor will be assessed a $100 charge for each sign that does not comply with the In Place Signing requirements. In addition the Contractor will be required to correct the deficiency at his own cost within 2 weeks of being notified by MnDOT. If the deficiency has not been corrected within 2 weeks, the Contractor will be charged $50 per sign per day until the deficiency has been corrected.**

All costs incurred to relocate, salvage, and reinstall in place signing shall be incidental.

(F) Open excavation adjacent to the existing pavement will not be permitted on opposite sides of the roadway at the same time.

(G) **The Contractor shall provide protective devices necessary to protect traffic from excavations, drop-offs, falling objects, splatter or other hazards that may exist during construction. This work shall be incidental.** The Contractor will not be allowed to suspend material, equipment, tools and personnel over traffic unless a lane closure is established below. All costs associated with the lane closure will be considered incidental.

(H) The Contractor will not be permitted to park vehicles or construction equipment in a location that obstructs any traffic control device. The parking of workers' private vehicles will not be allowed within the Project limits unless so approved by the Engineer.

Note 1 of Layout 2 of the Field Manual is hereby deleted. The Contractor will not be allowed to load or unload material or equipment on the shoulders of the roadway without a full shoulder closure using appropriate signs, barricades and channelizing devices as directed by the Engineer.

(I) The Contractor will not be allowed to store materials or equipment within 30 feet of through traffic unless approved by the Engineer. If materials or equipment must be stored within 30 feet of through traffic, the Contractor shall provide Type B channelizers, barricades or barriers, placed near the object to warn and protect traffic.

(J) **High Visibility Apparel**

All workers within the road Right-of-Way who are exposed to either traffic or to construction equipment shall wear reflectorized high-visibility safety apparel.

High-visibility safety apparel means personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and meets the minimum performance Class 2 requirements of the ANSI/ISEA 107 – 2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear".

Additional Requirements: ANSI/ISEA 107-2004 Class 3 Requirements (Class 2 Vest with Class E Long Pants)

- Flaggers– In addition to an ANSI Class 2 vest, shirt, or jacket, flagger shall wear high visibility Class E long pants and a hat.
- Nighttime and Low Light Conditions – All workers working at night or in low light conditions shall wear high visibility Class E long pants in addition to an ANSI Class 2 vest, shirt, or jacket and retro-reflective headgear.

All high visibility apparel must be worn in the manner for which it was designed. All apparel worn on the torso must be closed in the front to provide contiguous 360 degree visibility. If a worker's high-visibility apparel becomes faded, worn, torn, dirty, or defaced, reducing the conspicuity of the apparel, the apparel shall be removed from service and replaced with new apparel.

The Contractor will be subject to a non-compliant charge for failure to adhere to the clothing requirements as listed above. Non-compliance charges, for each incident, will **assessed at a rate of $500.00 per incident** that the Engineer determines that the Contractor has not complied.

(K) **Night Work**

When work will be performed between the official hours of sunset and sunrise, all appropriate practices for night work will apply.

The Contractor shall provide sufficient numbers of light plants to illuminate the work area as determined by the Engineer. All costs incurred to provide such light plants shall be incidental.

The Contractor shall provide a sufficient amount of 2 inch wide highly reflective vehicle marking tape to be applied to Contractor vehicles and equipment. This tape shall be considered incidental and shall be on the Approved Products List for "Conspicuity Vehicle Sheeting (Type VII)" as found at: http://www.dot.state.mn.us/products/signing/sheeting.html. Vehicle examples to be marked with tape are Contractor rollers, paver, millers and other equipment normally found in the lane closure.

The State will **assess monetary deductions in the amount of $1000.00 for each Calendar Day** or portion thereof, that the Contractor fails to provide sufficient numbers of light plants as described in this Section

S-13. As light plants may be dedicated or otherwise made available to the Project, this assessment will be chargeable even if reasons beyond the control of the Contractor such as breakdowns, late delivery of materials, weather delays, or other unanticipated problems cause the work to be accomplished in non-daylight hours.

All costs incurred to provide workers present speed limits shall be incidental.

(L) The Contractor shall provide a Traffic Control Supervisor. Payment and measurement will be made as provided in Section S-46 (TRAFFIC CONTROL SUPERVISOR) of these Special Provisions.

(M) In temporary traffic control zones only, a 12" x 18" black on white "Keep Right" sign, may be used in lieu of the sizes stated in the MnDOT Standard Signs and Markings Manual.

S-12.3 VEHICLE WARNING LIGHT SPECIFICATION

All Contractors, subcontractors' and suppliers' mobile equipment, operating within the limits of the Project with potential exposure to passing traffic, shall be equipped with operable warning lights that meet the appropriate requirements of the SAE specifications. This would include closed roads that are open to local traffic only. This also includes any vehicle that enters the traveled roadway at any time. The SAE specification requirements are as follows:

Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles- SAE Specification J845.

Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles - SAE Specification J595.

Lights shall be mounted so that at least one light is visible at all times from a height of 3.5 feet and from a 60 foot radius about the equipment. In order to meet the 360 degree at 60 foot radius requirements supplemental lighting may be used. All supplemental lights must be SAE Class 1 certified. This specification is to be used for both day and night time operations. All costs incurred to provide warning lights shall be at no cost to the Department. These warning lights shall also be operating and visible when a vehicle decelerates to enter a construction work zone and again when a vehicle leaves the work zone and enters the traveled traffic lane.

Non-compliance with the above requirements will be **assessed a rate of $100.00 per incident** that the Engineer determines that the Contractor has not complied.

S-12.4 LANE CLOSURE REQUIREMENTS

(A) Temporary lane closures or other traffic restrictions by the Contractor, during work hours and consistent with the time restrictions, will be permitted only during those hours and at those locations approved by the Engineer. **Requests for temporary lane closures shall be made at least 2 business days prior to the closure.** When a temporary lane closure is used by the Contractor, the closure shall be incidental work.

1. Both accesses to Holiday Gas Station shall be open at all times. Two way traffic at the intersection of Ramsey Blvd and Riverdale Drive shall be maintained at all times.

The Contractor shall contact the Regional Transportation Management Center (RTMC) at 651-234-7093 at the time when a freeway lane or ramp closure begins and again at the time when the freeway lane or ramp closure ends. The Contractor shall also contact the RTMC at the beginning and end times of full freeway roadway closures.

(B) Work that will restrict or interfere with traffic will not be permitted between the hours of 5 A.M. and 9 A.M. and between the hours of 3 P.M. and 6 P.M. **Work that will restrict or interfere with traffic shall not be performed between 12:00 noon on the day preceding and 9:00 A.M. on the day following any consecutive combination of a Saturday, Sunday and legal holiday**. The Engineer will have the right to lengthen, shorten, or

otherwise modify the foregoing periods of restrictions as actual traffic conditions may warrant. **If the Contractor is negligent in adhering to the established time schedules, he shall be subject to an hourly charge assessed at a rate of $500.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied**

(C) Unless otherwise approved by the Engineer, any temporary lane closure that is adjacent to traffic, and is extending to or beyond 1000 feet shall have a minimum of one Type III barricade, or three drums, placed in the closed lane for every 1000 feet of extension. Any lane closure that is adjacent to traffic and inplace 3 days or more, shall use the Type III barricade only.

(D) All lane closures shall have Drum (Type B) Channelizers with florescent reflectorized sheeting in the lane closure taper and in any shifts in traffic alignment.

(E) Short Term Duration lane closures will not be permitted during inclement weather, nor any other time when, in the opinion of the Engineer, the lane closure will be a greater than normal hazard to traffic.

When working on the shoulder or median the Contractor shall install the traffic control according to Layout 2 (Work on Shoulder) of the Field Manual. Notes 1 and 2 are deleted on Layout 2.

(G) Temporary lane restrictions and/or closures for removing and/or erecting overhead structures are permitted between the hours of 9 A.M. and P.M. as approved by the Engineer. If the Contractor requests to close the road and the Engineer approves that it is necessary to temporarily detour traffic in order to remove or set the structures, the Contractor shall furnish the detour as directed by the Engineer. The temporary detour shall be incidental work. **If the Contractor is negligent in adhering to the established time schedules, he shall be subject to an hourly charge assessed at a rate of $1500.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

The Contractor may stop all traffic on any road open to traffic to erect or remove overhead structures for periods not to exceed fifteen minutes only from 1:30 A.M. to 5:00 A.M. The Contractor shall allow sufficient clearance time between stopped periods to minimize the delay to traffic. **If the Contractor is negligent in adhering to the established time schedules, he shall be subject to an hourly charge assessed at a rate of $1500.00 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.**

(H) No center lane closures will be permitted. Only double lane closures as shown in the Field Manual will be allowed at the times as directed by the Engineer. This may require night lane closures if traffic volumes warrant.

(I) The Contractor shall maintain a minimum of 1.25 miles [two km] between temporary lane closures, except if allowed by the Engineer.

(J) **Flashing Arrow Boards**

The Contractor shall provide one vehicle or trailer mounted flashing arrow board for each lane of each work area where traffic is restricted. The arrow board shall meet the requirements of the MN MUTCD, and be on the Temporary Traffic Control Electronic Equipment Approved/Qualified Products List for "Flashing Arrow Boards" found at: http://www.dot.state.mn.us/products/temporarytrafficcontrol/tcceletronicequipment.html. The flashing arrow board shall be equipped with a light that is visible to personnel in the work area to indicate that the unit is in operation. All costs incurred to provide the flashing arrow board shall be incidental.

It is imperative that the Contractor continually operate each Flashing Arrow Board at maximum legibility. Many factors, such as mechanical problems, insufficient charging, incorrect intensity settings, or other factors can degrade performance.

The Flashing Arrow Board shall be stored off the shoulder when not in use, except if allowed by the Engineer. In the event the Engineer allows the arrow board to remain on the shoulder, the arrow board shall be delineated according to Layout 4 (Partial Shoulder Closure) in the Field Manual, as determined by the Engineer.

When not being actively used as a traffic control device, the Flashing Arrow Board shall be stored beyond the clear zone distance. **Non-compliant charges, for each incident, will be assessed at a rate of $500.00 per incident that the Engineer determines that the Contractor has not complied.**

(K) **Truck/Trailer Mounted Attenuators (TMAs) For Mobile Operations**

If the Contractor establishes any temporary traffic control zone defined as "Mobile" by the Field Manual; Truck/Trailer Mounted Attenuators (TMA) **SHALL** be used on all work vehicles or equipment operating totally or partially in the traffic lane. All references to "should" in the Field Manual in regards TMA use for Mobile layouts are hereby changed to "shall". The truck mounted attenuator shall meet the requirements of NCHRP 350 or AASHTO's Manual for Assessing Safety Hardware (MASH). If on a high- speed roadway, the TMA shall meet Test Level 3 requirements.

(1) If any work vehicle, equipment or manual work zone is not equipped with a TMA, a shadow vehicle equipped with a TMA shall be utilized in lieu thereof. The TMA mounted shadow vehicle shall maintain a minimum distance as per manufactures specifications from any operation that is otherwise unprotected by a TMA.

(2) This requirement shall apply to all operations utilizing a Mobile work zone; including, but not limited to interim and permanent traffic striping and marking, stripe removal, rumble strip grinding, bituminous core cutting, running of the profilograph, and any other operations meeting the criteria for Mobile operations, as shown in the Field Manual.

Any Truck/Trailer Mounted Attenuators used shall be on the Mobile Crash Attenuator Approved/Qualified Products List for "Truck/Trailer Mounted Attenuators" found at:
http://www.dot.state.mn.us/products/temporarytrafficcontrol/mobilecrashattenuators.html

If any work vehicle, equipment or manual work zone is not equipped with a TMA, a shadow vehicle equipped with a TMA shall be utilized in lieu thereof. The TMA mounted shadow vehicle shall maintain a minimum distance of 200 and maximum distance of 300 feet from any operation that is otherwise unprotected by a TMA.

This requirement shall apply to all operations utilizing a Mobile work zone; including, but not limited to interim and permanent traffic striping and marking, stripe removal, rumble strip grinding, bituminous core cutting, running of the profilograph, and any other operations meeting the criteria for Mobile operations, as shown in the Field Manual.

Truck Mounted Attenuators (TMA's) will be considered incidental to Traffic Control.

S-12.5 FLAGGER TRAINING AND REQUIREMENTS

(A) Any person acting as a flagger on this Project shall have attended a training session taught by a Contractor's qualified trainer. The Contractor's qualified trainer shall have completed a "MnDOT Flagger Train the Trainer Session" in the five years before the start date of this Contract and shall be on file as a qualified flagger trainer with the Department. The Flagger Trainer's name and Qualification Number shall be furnished by the Contractor at the pre-construction meeting. The Contractor shall provide all flaggers with the MnDOT Flagger Handbook and shall observe the rules and regulations contained therein. This handbook shall be in the possession of all flaggers while flagging on the Project. The Contractor shall obtain handbooks from the Department. Flaggers shall not be assigned other duties while working as authorized flaggers. The "Checklist for Flagger training" form shall be furnished to the Engineer any time a new flagger reports to work on the Project. The "Checklist for Flagger Training" form is found at: http://www.dot.state.mn.us/const/wzs/documents/flaggertrainingchecklist.pdf.

(B) The Contractor shall furnish Flaggers as required to adequately control traffic. Flaggers shall conform to the requirements set forth in the MN MUTCD. All costs incurred to provide such Flaggers shall be incidental.

(C) The Contractor shall provide two-way radios for Flaggers.

Flaggers shall wear high visibility retroreflective safety vests, pants and hats at all times while actively flagging on the Project. High visibility apparel shall also comply with current Minnesota OSHA Rules 5207.0100 and 5207.1000. The Flaggers clothing shall be considered incidental.

The Contractor shall keep the separation distance between the last sign in the "flagger ahead" signing sequence and the actual flagger to the amount shown in the Field Manual, whenever it is practical. The maximum separation distance allowed from the signs to the flagger shall be ½ mile. The Contractor shall use multiple flagger signing set-ups or continuously move the signing for moving flagging operations to keep within the distance limit. The "flagger ahead" signing sequence shall not be in place when flagging operations are not in effect.

The maximum distance between flaggers shall be ½ mile unless otherwise authorized by the Engineer. In the event a distance longer than one mile is authorized, the Engineer may order the Contractor to provide two pilot cars at no additional cost to MnDOT.

All signs associated with the flagging operation must be removed or covered when flagging operations are not present.

The Contractor will be subject to a non-compliant charge for failure to adhere to the requirements listed in this Section. These requirements include: providing two-way radios for flaggers, properly attired flaggers, flagging operation length requirements, and distance limit between the flagger and the last sign in the flagger sequence, and removing or covering flagger signs when flagging operations are not present. **Non-compliance charges, for each incident will be assessed at a rate of $500 per incident that the Engineer determines that the Contractor has not complied.** The charges may be assessed equally, separately, and may be assessed concurrently.

The Contractor shall coordinate the flagging operations in a manner that causes as little delay to the traveling public as possible, and at no time shall the delay exceed 10 minutes. In the event that the Contractor is unable to meet the maximum delay requirements, operations shall shut down until such time a new traffic control plan is developed which does meet the maximum delay requirement.

If hauling operations create hazards for the traveling public, the Contractor will be required to provide additional flaggers, as directed by the Engineer. All costs incurred to provide the additional flaggers shall be incidental.

S-12.6 MILLING, SEALCOATING, AND PAVING OPERATIONS

(A) Milling and paving operations shall be completed over the full width of all traffic carrying lanes, including turn lanes, bypass, etc., under construction on each day's run.

(B) Any drop-off where traffic will cross from or to the in place surface, or from or to the milled surface, shall be tapered and/or chamfered so as to provide for the safe passage of traffic.

(C) The Contractor shall schedule construction operations to minimize traffic exposure to uneven lanes, milled edges, and edge drop-offs. Only after every attempt has been made to avoid these conditions and one or more of them are deemed necessary, the Contractor shall provide and maintain the appropriate traffic control in accordance with the "DROP OFF GUIDELINES" in the Field Manual.

(D) The Contractor shall not mill any notches for surfacing tapers until immediately prior to paving, except that with the Engineer's permission, the Contractor may mill the notches, and install and maintain temporary bituminous tapers to provide for the safe passage of traffic until the surfacing taper is installed.

(E) Constructing and milling tapers and/or chamfers shall be incidental.

(F) The Contractor shall maintain traffic with a minimum of delay during milling and paving operations at intersections controlled by signals or by all-way stop signs. The Contractor shall provide off-duty police officers, at no expense to the Department, to direct and control traffic around and through milling and paving operations at those intersections. "Police officer" means every officer authorized to direct or regulate traffic or to make arrests for violations of traffic rules.

(G) The Contractor may close intersecting streets to traffic, other than at intersections controlled by signals or "All Way Stop" signs during milling and paving operations in the intersection, but only if there are adequate alternate routes for the intersecting street traffic. The Contractor shall not close adjacent intersecting streets to traffic concurrently. The Contractor shall notify the local road authorities of its schedule to close intersecting streets 48 hours in advance of the closure.

S-12.7 MAINTENANCE AND STAGING OF TRAFFIC CONTROL

(A) The Contractor shall maintain, at all times, the existing traffic movements.

1. Both accesses to Holiday Gas Station shall be open at all times. Two way traffic at the intersection of Ramsey Blvd and Riverdale Drive shall be maintained at all times.

(B) Pedestrian traffic shall be maintained and guided through the Project at all times. See Section

(C) The Contractor shall furnish, install, and maintain 2 "ROAD WORK AHEAD" and 2 "END ROAD WORK" signs in advance of and beyond each end of the construction limits as directed by the Engineer. The Contractor shall also furnish, install, and maintain 2 "ROAD WORK AHEAD" signs in advance of the construction limits on all intersecting roads and streets as directed by the Engineer. The signs shall conform to the standards shown in the MN MUTCD. Furnishing and erecting these signs shall be incidental. The signs shall remain the property of the Contractor.

(D) The Contractor shall cover all signs that are not consistent with traffic operations. The cover should be a plate of solid material covering the entire legend or all of that part of the legend that is inappropriate. Bolt the cover to the sign and place a minimum of 1/8 inch spacers (such as plastic or rubber) between the sign face and the cover. See the Typical Temporary Sign Framing and Installation Details Sheet found in the Plan or at http://www.dot.state.mn.us/trafficeng/workzone/wz-templets/pdf/layout%2020.pdf for details. This work will be done as required by the Engineer.

(E) Street identification signage shall be maintained at all times. Where the only existing signs are small city or county signs located at the intersection, street names and address numbers shall be maintained by temporary installations as required by the Engineer. This is necessary to maintain the 911 emergency system.

(F) The Contractor shall maintain a lane width of not less than 11 feet in each direction. In no case shall traffic be allowed or forced onto the shoulders as a result of the Contractors operations without prior approval of the Engineer.

During the time of lane, speed, and pilot car restrictions, the Contractor’s equipment shall follow in line and use the roadway in a manner similar to all other through traffic.

(G) The Contractor may ban parking within the construction limits. All necessary signing is the responsibility of the Contractor and shall be installed, as directed by the Engineer, 24 hours prior to the parking ban. The Contractor shall remove that signing as soon as the work in the area has been completed.

The Contractor shall notify the City of Ramsey at least 24 hours prior to posting any parking ban within the City.

(H) The Contractor shall keep the Right-of-Way fence closed up, except during work hours, by means of the in place fence, newly constructed fence, temporary fence (at the Contractor's expense), or a combination thereof.

(I) No access to or from any public road will be permitted for the Contractor's equipment, material deliveries, the hauling of excavated materials of any kind, or employees' private vehicles, except at in place public road intersections, or at locations and in such manner as approved by the Engineer.

(J) As each road is completed, the Contractor shall install the final signing and pavement markings required to safely open that road to traffic. This work shall be completed on or before the date of opening as approved by the Engineer. Overhead signs may be temporarily ground mounted at the Contractor's expense.

S-12.8 MEASUREMENT AND PAYMENT

Traffic Control will be measured and paid for as follows:

Payment for furnishing, installing, maintaining, relocating and subsequently removing traffic control devices (including flaggers) as required will be made as a lump sum under Item 2563.601 (Traffic Control) and according to the following schedule:

(1) When 5 percent of the Contract amount is earned, 50 percent of the amount bid for traffic control will be paid.
(2) When 10 percent, or more, of the Contract amount is earned, an additional 25 percent of the amount bid for traffic control will be paid.
(3) When 50 percent, or more, of the Contract amount is earned, an additional 20 percent of the amount bid for traffic control will be paid.
(4) The remaining 5 percent bid for traffic control will be paid when all work has been completed and accepted.
(5) In all items above, the original Contract amount shall be the total value of all Contract Items including the traffic control item, but the percentage earned in each case shall be exclusive of the traffic control item.

S-13 (1514) MAINTENANCE DURING CONSTRUCTION

The provisions of MnDOT 1514 are supplemented with the following:

In addition to the requirements under MnDOT 2051 (Maintenance and Restoration of Haul Roads), the Engineer may require additional sweeping of roads adjacent to the construction site to ensure safety for the traveling public, protect the environment, uphold local requirements, or as otherwise directed by the Engineer.

Payment for additional sweeping ordered by the Engineer is specified below. (This price represents a shared cost.)

Pick Up Broom W/Operator.....$55.00 per hour

Self Propelled Pavement Broom W/Operator .....$30.00 per hour

S-14 (1701) LAWS TO BE OBSERVED (WET LANDS)

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

S-14.1 If the Contractor operations involve the excavation and/or disposal of material off MnDOT Right of Way, the Contractor is advised of the following:

MN Statutes Sections 103G.2212 and 103G.241 stipulate that an agent or employee of another may not:

1) drain, excavate, or fill a wetland, wholly or partially; or
2) construct, reconstruct, remove, or make any change in any reservoir, dam, or the course, current, or cross-section of any public water

unless a signed statement from the property owner is obtained stating that any permit or wetland replacement plan required for the work is in place, or that a permit or replacement plan is not required; **AND** this statement is mailed to the appropriate office with jurisdiction over the wetland or public water prior to initiating the work.

The "Landowner Statement and Contractor Responsibility For Work in Wetlands or Public Waters" can be found at http://www.bwsr.state.mn.us/wetlands/forms/Contractor_Responsibility.doc . The Contractor shall provide the Engineer with a copy of the completed "Landowner Statement and Contractor Responsibility for Work in Wetlands or Public Waters" for the excavation and/or disposal site prior to initiating the work.

S-15 (1714) RESPONSIBILITY FOR DAMAGE CLAIMS

The provisions of 1714 are supplemented as follows:

The Contractor must have the State of Minnesota named as an additional insured on any insurance coverage the contractor is required to provide.

S-16 (1716) CONTRACTORS RESPONSIBILITY FOR WORK

The provisions of 1716 are supplemented as follows:

All warranties provided by Contractor, for the work performed on the trunk highway, will flow to, and be enforceable by, the State as the owner of such improvements.

S-17 (1717) NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT

REVISED 04/26/16

Pollution of natural resources of air, land and water by operations under this Contract must be prevented, controlled, and abated in accordance with the rules, regulations, and standards adopted and established by the Minnesota Pollution Control Agency (M.P.C.A.), and in accordance with the provisions of MnDOT 1717, these Special Provisions, and the following:

S-17.1 By signing the MPCA/NPDES Declaration and completing the electronic online NPDES CSW permit, the Contractor is a co-permitee with the Department to ensure compliance with the terms and conditions of the Construction General Storm Water Permit (MN R100001) and is responsible for those portions of the permit where the operator is referenced. This Permit establishes conditions for discharging storm water to waters of the State from construction activities that disturb 1 acre [0.4 hectares] or more of total land area. A copy of the permit is available at http://www.pca.state.mn.us/water/stormwater/stormwater-c.html or by calling 651-296-3890.

(B) The Department will apply and pay for the MPCA/NPDES General Construction Stormwater Permit as Owner and Contractor on this project. The Department will provide the Contractor with the Notice of Termination/Permit Modification Form with the Existing Permit Identification, Option 2, Current Owners Authorization Signature, and Current Contractor Authorization signature completed, as part of the Contract

document package. The Contractor shall complete New Contractors Authorized Signature section, send the form to the MPCA and post the transfer document, the Permit and MPCA's letter of coverage on the project site.

A MPCA/NPDES Permit Affidavit form will be sent to the Contractor with the Contract award packet. A copy of the signed permit Transfer form and a signed Permit Affidavit form must be returned with the Contract and Bond. Submittal of the copy of the signed Transfer Form and Permit Affidavit is mandatory for Contract approval. No work which disturbs soil and/or work in waters of the state will be allowed on this Project until the Department has received the required documentation.

S-17.2 The Contractor shall be solely responsible for complying with the requirements listed in Part II.B and Part IV of the General Permit.

The Contractor shall be responsible for providing all inspections, documentation, record keeping, maintenance, remedial actions, and repairs required by the permit. All inspections, maintenance, and records required in the General Permit Paragraphs IV.E, shall be the sole responsibility of the Contractor. The word "Permitee" in these referenced paragraphs shall mean "Contractor". Standard forms for logging all required inspection and maintenance activities shall be used by the Contractor. All inspection and maintenance forms used on this Project shall be turned over to the Engineer every two weeks for retention in accordance with the permit.

The Contractor shall have all logs, documentation, inspection reports on site for the Engineer's review and shall post the permit and MPCA's letter of coverage on site. The Contractor shall immediately rectify any shortcomings noted by the Engineer. All meetings with the MPCA, Watershed District, WMO, or any local authority shall be attended by both the Engineer and the Contractor or their representatives. No work required by said entities, and for which the Contractor would request additional compensation from MnDOT, shall be started without approval from the Engineer. No work required by said entities and for which the changes will impact the design or requirements of the Contract documents or impact traffic shall be started without approval from the Engineer.

The Contractor shall immediately notify the Engineer of any site visits by Local Permitting Authorities performed in accordance with Part V.H.

S-17.3 Emergency Best Management Practices must be enacted to help minimize turbidity of surface waters and relieve runoff from extreme weather events. It is required to notify the MPCA Regional Contact Person within 2 days of an uncontrolled storm water release. The names and phone numbers of the MPCA Regional Contract personnel can be found at: http://www.pca.state.mn.us/water/stormwater/stormwater-c.html. The Contractor is reminded that during emergency situations involving uncontrolled storm water releases that the State Duty Officer must be contacted immediately at 1-800-422-0798 or 1-651-649-5451.

S-17.4 The Contractor shall review and abide by the instructions contained in the permit package. The Contractor shall hold MnDOT harmless for any fines or sanctions caused by the Contractor's actions or inactions regarding compliance with the permit or erosion control provisions of the Contract Documents.

S-17.5 The Contractor is advised that the MPCA/NPDES Permit makes reference to a Storm Water Pollution Prevention Plan (SWPPP). This Projects' SWPPP is addressed throughout MnDOT's Standard Specifications for Construction, as well as this Project's Plan and these Special Provisions. The following table identifies NPDES permit requirements and cross-references where this Contract addresses each requirement.

NPDES Permit Requirements	Cross-Reference within this Contract
Obtain NPDES Permit; Permit Compliance; Submit Notice of Termination	MnDOT 1701, 1702; and 1717 Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Certified Personnel in Erosion / Sediment Control Site Management Develop a Chain of Command	MnDOT 1506, 1717, and 2573; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Project / Weekly Schedule (for Erosion / Sediment Control) Completing Inspection / Maintenance Log / Records	MnDOT 1717 and 2573; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and
Project Specific Construction Staging	The Plans; MnDOT 1717; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit); and 1806 (Determination and Extension of Contract Time)
Temporary Erosion / Sediment Control	The Plans; MnDOT 2573, 2574 and 2575
Maintenance of Devices / Sediment removal Removal or Tracked Sediment Removal of Devices	The Plans; MnDOT 1717 and 2573; Special Provisions: 1514 (Maintenance During Construction), and 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Dewatering	MnDOT 2105.3C and 2451.3C; May also require DNR Permit
Temporary work not shown in the Plans Grading areas (unfinished acres exposed to erosion)	MnDOT 1717, 2573, and 2575; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)
Permanent Erosion / Sediment Control and Turf Establishment	The Plans; MnDOT 1717, 2573,2574, and 2575; Special Provisions: 1717 (National Pollutant Discharge Elimination System (NPDES) Permit)

S-18 (1718) FURNISHING RIGHT-OF-WAY

The provisions of 1718 are supplemented as follows:

The State of Minnesota, acting through its Commissioner of Transportation is an intended third party beneficiary of the contract with respect to the portion of the work performed on the State's right-of-way.

S-19 (1802) TRAINING FOR CONSTRUCTION TRUCK OPERATORS

REVISED 02/03/17

Construction truck operators that haul construction materials such as borrow, aggregate base, asphalt mixtures and concrete paving mixtures are encouraged to become trained in Construction Truck Operator Training (CTOT).

The CTOT course covers the Federal and State construction truck and driver requirements and regulations. The course also covers safe driving techniques. The course includes presenters from the Minnesota State Patrol, Minnesota Department of Transportation, and Hennepin Technical College.

For additional information, contact:

Hennepin Technical College
Email: ctsregistration@hennepintech.edu
Phone: 763-488-2721
Website: HennepinTech.edu/CTOT

Call 952-995-1330 to register and/or get location information for upcoming CTOT Classes.

S-20 PROSECUTION OF WORK (ADA)

REVISED 01/12/17

The provisions of MnDOT 1803 are supplemented and/or modified with the following:

1. SPECIAL PROJECT ADA REQUIREMENTS

All pedestrian facilities and shared use paths on this Project must be constructed according to Public Rights-of-Way Accessibility Guidelines (PROWAG) which can be found at: http://www.dot.state.mn.us/ada/pdf/PROWAG.pdf. The appropriate pedestrian ramp details for each quadrant are included in the Plan. The Engineer may provide additional details to those provided in the Plan that meet the PROWAG guidelines as the need arises and field conditions dictate.

(A) The Contractor must designate a responsible person competent in all aspects PROWAG to assess proposed sidewalk layouts at each site before work begins. Any time work the Contractor is performing concerns pedestrian facilities, the Contractor's responsible person shall be on site.

(B) Pedestrian facilities must be constructed to meet the following criteria:

(1) Pedestrian Access Routes (PAR) must be constructed to meet the following:
- Minimum 4 feet width.
- A maximum cross slope of 2.0%.
- Vertical discontinuities must be less than 0.25 inches.
- Must provide positive drainage without allowing any ponding and maintain existing drainage flow patterns unless indicated otherwise in the Plan.
- All grade breaks shall be constructed perpendicular to the path of travel.

(2) Landings are part of the PAR and must be constructed to meet the following:
- 4 feet by 4 feet minimum width or match the adjacent sidewalk or trail widths.
- Maximum slope of 2.0% in all directions.
- Required at all locations where the PAR changes directions or inverse grades that are >2%.
- Must be connected to the PAR.
- Shall be constructed as a single plane surface having no grade breaks.

(3) Ramps are part of the PAR and must be constructed to meet either of the following criteria:
- Longitudinal slopes less than 5% in the direction of travel requires no landing at the top of the ramp (unless the PAR changes direction).
- Longitudinal slopes between 5 - 8.3% in the direction of travel require a landing at the top of the ramp.

If the Contractor constructs any pedestrian or shared-use trail facilities that are not per Plan, do not meet the above requirements, or do not follow the agreed upon resolution, the Contractor will be responsible for

correcting the deficient facilities with no compensation paid for the corrective work. To ensure that the pedestrian facilities are constructed in compliance with PROWAG, the Contractor shall follow the following three steps:

(1) The Contractor shall use the appropriate ramp, sidewalk, and driveway details, in the Plan and identify the removal limits for the sidewalk and curb and gutter. If Contractor determines the removal limits are not adequate to meet PROWAG, the Contractor shall stop work immediately and consult the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may finish the removals.

(2) Curb Ramps at Quadrants: Prior to pouring curb ramps at quadrants the Contractor must verify the zero height curb, and curb transitions will be located as shown in the Plans and will provide an adequate detectable edge as shown on standard plan sheet no. 5-297.250 (sheet 4 of 5). Verify curb tapers are constructed at correct heights so that positive boulevard slopes and drainage is maintained away from landings and sidewalks, to newly constructed curb and gutter sections. Check to ensure all top back of curb elevations will allow for matching into all required (sidewalk landing areas, doorways, steps, bus stops, and outwalks). The Contractor shall also verify the proposed curb flow lines will provide positive drainage as well as maintain existing drainage patterns including existing gutter inflows/outflows. The curb and gutter shall be constructed as detailed in the Plan with a defined flow line and no vertical discontinuities. For required flow line corrections including curb line raises and curb ramp cross slope "tabling" see Standard Plans (Sheet 6 of 6). Curb shall be poured at 3% inflow around the radius or at a minimum distance of 10 feet from any zero height curb section when machine place. The Contractor shall consult with the Engineer to determine a resolution if any of these conditions cannot be met. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with pouring the curb and gutter.

(3) Roadway sections with Pedestrian Facilities: Prior to pouring curb and gutter at roadway section the contractor must verify proposed curb and gutter heights will work with existing roadway and shoulder slopes. The contractor shall also check to ensure all top back of curb elevations will allow for adequate boulevard slopes and PAR slopes and widths while and maintaining all match points required at (sidewalk landing areas, doorways, steps, bus stops, and outwalks). The contractor shall check all driveway locations and widths and follow driveway details and plans for all driveway layout including curb heights, and curb tapers. Driveway curbs sections and aprons shall be constructed to minimize any changes in the sidewalk widths and elevation to avoid the "roller coaster" affect. The Contractor shall consult with the Engineer to determine a resolution if any of these conditions cannot be met. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with pouring the curb and gutter.

(4) After the curb has been correctly poured, and the Contractor has set the sidewalk forms. The Contractor shall verify prior to placing the concrete curb ramps/sidewalks that positive drainage is maintained within pubic R/W, as well as maintaining existing off R/W drainage, and that all the requirements in S-21.1(B) will be achieved.

In addition, the longitudinal slopes shown in the Construction Plans and the Standard Plans shall be utilized unless these conditions cannot be met. The starting point for setting the forms on the controlling ramp leg should be the following:

Steep (S) = 7%
Flat (F) = 4%
Landing = 1.5%
Sidewalk Cross Slope = 1.5%

Fan ramp = 4%

If any of these requirements cannot be met the Contractor shall meet with the Engineer to determine the best solution. Once the Engineer and the Contractor reach agreement on how to proceed, the Contractor may proceed with the curb ramp/sidewalk pour.

Landings – An initial landing is the first required landing of a pedestrian ramp. All initial landings required at the top of a ramped sloped surface (>2% longitudinal slope), shall be formed and placed separately in an independent concrete pour. This does not include initial landings placed at roadway grade such as depressed corners, parallel ramps, rural flat landings, or flat cut-throughs. Secondary landings consist of all landings beyond the initial landing. These secondary landings do not require a separate landing pour.

Wet casting or drill and grouting of dowel bars will be required in accordance with the details shown in Standard Plan 5-297.250 Sheet 5 of 5. These bars may be either smooth or deformed and shall be installed with 2 inch minimum concrete cover. When not accounted for in the Plan, payment for these bars will be made under Item 2301.602 (Drill & Grout Reinforcement Bar (Epoxy Coated)) by the Each at the Predetermined Price of $10.00 per bar furnished and installed. All necessary subgrade preparation and aggregate base placement for the entire ramp construction limit shall be done before the initial landing is constructed at each location.

(C) It shall be the responsibility of the Contractor, or Contractor's Surveyor if applicable, to layout all proposed work at each intersection in accordance with the Plan and requirements listed in this Special Provision. The Contractor may confer with the Engineer for guidance in laying out the proposed work, but it will be the Contractor's responsibility to ensure the proposed work meets all the requirements of this Special Provision. This layout includes, but is not limited to placement of grade breaks, curb transitions, gutter flow lines, truncated dome placement, crosswalk marking placement, flares, landing limits, removal limits, driveway tie in limits, and ramp limits. It is important that the Contractor layout this work properly to achieve the construction of a compliant pedestrian facility. The owner's surveyor will only stake points and elevations provided in the Plan. For custom designs, other than specific dimensions provided in the Plan, the Contractor shall be expected to scale dimensions from the Plan as needed to construct the facility. If scaled dimensions do not allow for a facility to be constructed to meet the requirements of this Special Provision, the Contractor shall follow the process listed in S-21.1(B). This layout work shall be incidental.

(D) The Contractor shall utilize measures and methods when working near existing buildings that will avoid damaging the building's face or structure. The contractor will be responsible for any damage to the building's face or structure, both below and above ground. Any damage resulting from Contractor operations will be repaired at the Contractor's expense to the satisfaction of the Engineer.

(E) The Contractor will round all joints and edges of the walk with a 1/4 inch radius edging tool, contraction joints shall extend to at least 30 percent of walk thickness and shall be approximately 1/8 inch wide as per MnDOT 2521. The Contractor shall also have the option of providing saw cuts to construct the sidewalk joints and the gutter joints within the PAR. When greater than 50 feet of continuous sidewalk runs are constructed the contractor shall saw cut all joints. This work shall be considered incidental and no extra compensation paid.

The top grade break of walkable flares needs a visual joint to indicate a change in grade. To eliminate the use of excessive contraction joints in the quadrant the visual joint shall meet MnDOT 2521.3C, except the depth requirement is reduced to 1/4 inch.

In sections where concrete boulevard is placed between the back of curb and the sidewalk the 1/2 inch preformed joint filler material shall be placed at back of curb, and between outside edge of sidewalk and existing building or structures. The 1/2 inch wide preformed joint filler shall not be placed in the longitudinal joint between the sidewalk and boulevard, unless it is necessary to provide expansion at fixed structures. At locations where sidewalk is adjacent to existing buildings, whenever possible extend walk up to the edge of building and place 1/2 inch preformed joint filler 1/2 inch lower than top of walk. Furnish and install Backer Rod of appropriate diameter when joints are 1/4 inch wide or greater, clean surfaces and apply approved silicon joint filler to flush with top of walk. If the transverse sidewalk and boulevard joint layouts cannot be aligned, use approved preformed joint

filler with a maximum 1/8 inch width and place between the sidewalk and boulevard to prevent contraction joints from migrating into the adjacent concrete panels.

(F) The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet. All new or reconstructed sidewalk widths shall match or exceed in place sidewalk and in no case shall it be less than 5.0 feet in width except at locations where obstructions cannot be moved or at driveways where slopes exceed the maximum allowable grades. The cross slope of the sidewalk or trail shall not exceed 2%, and shall be measured perpendicular to the path of travel across the entire surface width of the sidewalk or trail. Curb ramps should match proposed sidewalk PAR width and shall match full trail widths. Whenever possible the entire landings should be placed in a single concrete placement, if this is not possible due to construction staging, follow requirements for reinforcement bar placement and tie adjacent landings together.

In areas where the sidewalk is to be constructed around fixed structures and the grade has been changed, the sidewalk shall be finished around these structures to the satisfaction of the Engineer at no additional cost.

Architectural elements such as brick pavers, concrete stamping, and multiple colored concrete placements shall be kept outside the curb ramps and curb ramp landings. Any architectural elements that do not maintain a consistent flat smooth surface shall not be used within the PAR.

S-21 (1806) DETERMINATION AND EXTENSION OF CONTRACT TIME

REVISED 12/02/16

The Department will determine Contract Time in accordance with the provisions of MnDOT l806 and the following:

S-21.1 Contractor must complete all work required under this Contract, except maintenance work and Final Clean Up, on or before the completion date stated in the Agreement.

S-21.2 Unless authorized in writing by the Engineer, the Contractor must not begin construction operations that impact, restrict, or interfere with traffic, before receiving NTP2. The Engineer will determine whether operations impact, restrict, or interfere with traffic in the Engineer's sole discretion.

S-21.3 The Contractor must not perform work that will restrict or interfere with traffic between 12:00 noon on the day before and 9:00 A.M. on the day after any consecutive combination of a Saturday, Sunday, and legal holiday. The Contractor may request exceptions to this requirement. Exceptions must be approved in writing by the Engineer.

S-21.4 The Department based Contract Time (Completion Date) on an anticipated five day work week, Monday through Friday.

S-22 (1910) COST ESCALATION

The provisions of MnDOT 1910 are hereby supplemented with the attached Fuel Escalation Clause.

S-23 (2051) MAINTENANCE AND RESTORATION OF HAUL ROADS

REVISED 11/20/15

The provisions of MnDOT 2051 are supplemented by the following:

S-23.1 The Owner agrees to reimburse the Contractor at the predetermined unit prices set forth below for materials ordered by the Engineer. All materials ordered by the Engineer for the Maintenance and Restoration of haul roads will be measured as set forth in the applicable section of the Standard Specifications.

Each of the following materials measured as provided above, will be paid for at the following predetermined unit prices:

2118.501	Aggregate Surfacing Class 1	$7.00/ton [$7.72/t]
2130.501	Water	$10.00/1000 gal. [$2.50/m^3]
2131.502	Calcium Chloride Solution	$0.50/gal. [$0.14/liter]
2211.501	Aggregate Base Class 5	$7.00/ton [$7.72/t]
2360.501	Type SP 12.5 Wearing Course Mixture (4, B)	$27.95/ton [$30.81/t]
2231.501	Bituminous Patching Mixture	$47.00/ton [$51.70/t]

Crushing will not be required in the production of Class 1 material.

The above prices will be considered to be compensation in full for furnishing and providing the materials complete in place, including, but not limited to, royalty, waste, equipment rental, labor, overhead, profit, and incidentals. When materials other than those listed above are ordered by the Engineer, they will be paid for as extra work in accordance with MnDOT 1402.5, with **the Contractor and the Department sharing equally in the costs**. Separate payment will not be made for costs of blading and reshaping necessary for the maintenance and restoration of haul roads. The cost of such work shall be incidental.

The above shall be performed to restore visible damage.

S-24 (2101) CLEARING AND GRUBBING

REVISED 08/04/16

Clearing and grubbing operations shall be performed in accordance with the provisions of MnDOT 2101 and the following:

2. The Contractor shall remove only those trees marked for removal by the Engineer. All other trees shall be protected from damage during construction.

S-25 (2102) PAVEMENT MARKING REMOVAL

REVISED 08/28/15

The provisions of MnDOT 2102 are modified and/or supplemented with the following:

S-25.1 MnDOT 2102.3 is hereby deleted and replaced with the following:

Before making a change in traffic pattern, remove conflicting pavement markings as required by the contract and as directed by the Engineer without damaging the pavement structure or surface texture. If determined by the Engineer, repair damaged areas as directed by the Engineer at no additional cost to the Department.

Remove pavement markings on the basis of nominal widths and actual lengths as originally applied and still visible at the time of pavement marking removal. Remove irregularly shaped markings by enclosing them within rectangular boundaries of least dimension as determined by the Engineer.

Control or restrict operations to avoid exposing traffic to hazardous conditions in accordance with 1701, “Laws to be Observed,” 1707, “Public Convenience and Safety,” and 1717, “Air, Land, and Water Pollution.” Remove expended materials or agents used in the pavement marking removal process from the pavement surface as the work progresses. Dispose of removed marking material in accordance with 1701, “Laws to be Observed,” and 1717, “Air, Land, and Water Pollution.”

Removed pavement marking material shall become the property of the Contractor.

All Pavement marking removal shall be done utilizing either grinding, water-blasting, or sandblasting equipment.

S-26 (2104) REMOVING PAVEMENT AND MISCELLANEOUS STRUCTURES

Abandoned structures and other obstructions shall be removed from the Right of Way and disposed of in accordance with the provisions of MnDOT 2104, except as modified below:

S-26.1 Measurement and payment for the removal and disposal of materials will be made only for those Items of removal work specifically included for payment as such in the Proposal and as listed in the Plans. The removal of any unforeseen obstruction requiring in the opinion of the Engineer equipment or handling substantially different from that employed in excavation operations, will be paid for as Extra Work as provided in MnDOT 1402.5.

S-26.2 All removals shall be disposed of by the Contractor outside the Right of Way in accordance with MnDOT 2104.3D3 to the satisfaction of the Engineer.

S-26.3 Sawing of sidewalks needed for removal shall be incidental.

S-27 (2104) RELOCATE MISCELLANEOUS STRUCTURE

Payment for Relocate Miscellaneous Structure at the unit price bid per LUMP SUM shall be considered full compensation for all work related to salvaging the existing trail gate and posts and relocating them to the new trail location as directed by the Engineer and shown on the plans.

Any damage to the relocated materials shall be repaired or replaced at the Contractors expense and shall only be accepted by the Engineer in equal or better condition than prior to construction activity.

S-28 (2105) EXCAVATION AND EMBANKMENT

S-28.1 Compaction shall be achieved by the "Quality Compaction Method" described in MnDOT 2105.3F2.

S-29 (2211) AGGREGATE BASE

Aggregate base courses shall be constructed in accordance with the provisions of MnDOT 2211 except as modified below:

S-29.1 Compaction shall be achieved by the "Specified Density Method" described in MnDOT 2211.3D2.

S-29.2 Aggregate Base Class 5 shall be salvaged from the City stockpile located at the end of the Jasper Street NW cul-de-sac and shown on the title page of the plan set.

a) The stockpile shall be restored to a safe condition once salvaging is complete.

S-29.3 Payment for Aggregate Base C15 shall include all labor and equipment required to salvage material from the stockpile , haul the material and place the material as specified.

a) The aggregate material shall be provided by the City at no cost to the Contractor.

S-30 (2357) BITUMINOUS TACK COAT

REVISED 04/08/16

MnDOT 2357 is hereby modified as follows:

S-30.1 Delete MnDOT 2357.3H Acceptance of Tack Material and replace with:

H Acceptance of Tack Material

The Engineer will address failures related to 3151, "Bituminous Material," or deficiencies related to workmanship or application, in accordance with 1512, "Unacceptable and Unauthorized Work." The basis of measurement for tack failures or deficiencies is the full width of the lane by station. The Engineer may require removal and replacement of deficient work or application.

S-30.2 Delete MnDOT 2357.5 Basis of Payment and replace with:

2357.5 BASIS OF PAYMENT

All costs of furnishing and applying bituminous tack coat material will be incidental.

S-31 (2360) PLANT MIXED ASPHALT PAVEMENT (LOCAL AGENCY)

REVISED 08/04/16

SP2016-138.1

MnDOT 2360 is modified and/or supplemented with the following:

S-31.1 Delete MnDOT Table 2360-2 and replace with:

Table 2360-2
PG Asphalt Grades MSCR

Letter	PG Grade MSCR
A	PG 52S – 34
B	PG 58S – 28
C	PG 58H – 34
E	PG 58H – 28
F	PG 58V – 34
H	PG 58V – 28
I	PG 58E – 34
L	PG 64S – 22
M	PG 49S – 34

S-31.2 Delete MnDOT 2360.2.E.7 and replace with:

E.7 Minimum Ratio of Added Asphalt Binder to Total Asphalt Binder

Control recycled materials used in mixture by evaluating the ratio of new added asphalt binder to total asphalt binder as show in Table 2360-8.

Table 2360-8
Requirements for Ratio of Added New Asphalt Binder to Total Asphalt Binder[1] min%:

Specified Asphalt Grade[2]	Recycled Material		
	RAS Only	RAS + RAP	RAP Only
PG 58X[3]-28, PG 52S-34, PG 49-34, PG 64S-22	70	70	70
Wear	70	70	65
Non-Wear			

Table 2360-8 **Requirements for Ratio of Added New Asphalt Binder to Total Asphalt Binder[1] min%:**			
PG 58X[3]-34 Wear & Non-Wear	80	80	80

[1] The ratio of added new asphalt binder to total asphalt binder is calculated as (added binder/total binder) x 100
[2] The Contractor can elect to use a blending chart to verify compliance with the specified binder grade. The Department may take production samples to ensure the asphalt binder material meets the requirements. The blending chart is on the Bituminous Office Website.
[3] X=S,H,V,E

S-31.3 Mix Designation Numbers for the bituminous mixtures on this Project are as follows:

Type SP 9.5 Wearing Course	SPWEA340B
Type SP 12.5 Non-Wearing Course	SPNWB340B

S-31.4 Asphalt binder meeting AASHTO M332 (MSCR) is required. See Section S-3151 (BITUMINOUS MATERIAL (MSCR)) of these Special Provisions.

S-31.5 The sentence "In addition to the list the above the pavement surface must meet requirements of 2399 (Pavement Surface Smoothness) requirements." is deleted from MnDOT 2360.3.E Surface Requirements. The requirements of MnDOT 2360.3.E Surface Requirements **will** apply.

S-31.6 The first paragraph of MnDOT 2360.2.G.4.b Sampling and Testing is revised as shown below:

Take QC samples at random tonnage or locations, quartered from a larger sample of mixture. Sample randomly and in accordance with the Schedule of Materials Control. Determine random numbers and tonnage or locations using the Bituminous Manual; Section 5-693.7 Table A or ASTM D 3665, Section 5, or, an Engineer approved alternate method of random number generation. ~~Sample either behind the paver or from the truck box at the plant site. Other sampling locations can be approved by the Engineer. The Contractor must decide and notify the Engineer where samples will be taken before production begins. The Contractor and Engineer must both agree to a change of sampling location once production has begun.~~ **Sample mixture from behind the paver. Sampling from the truck box at the plant site is not allowed unless approved by the Engineer. In addition to the QC sample, the Contractor will also bring an additional split of the mixture sample to the plant site and store for the Department for 10 calendar days.** The procedure for truck box sampling is on the Bituminous Office website. The Contractor will obtain at least a 130 pound [60 kg] sample. Split the sample in the presence of the Inspector. The Inspector will retain possession of the Agency portion of each split sample and randomly submit a minimum of one sample, on a daily basis, to the District Laboratory for Verification testing (see 2360.2.G.3). Store compacted mixture specimens and loose mixture companion samples for 10 calendar days. Label these split companion samples with companion numbers.

S-31.7 **The first paragraph of MnDOT 2360.3.D.1** is hereby deleted and replaced with the following:

D.1 Maximum Density

Compact the pavement to at least the minimum required maximum density values in accordance with Table 2360-19, "Required Minimum Lot Density (Mat)".

S-31.8 **MnDOT Table 2360-20 Longitudinal Joint Density Requirement** is hereby deleted.

S-31.9 **MnDOT 2360.3.D.1.h Mat Density Cores** is hereby deleted and replaced with the following:

D.1.h Mat Density Cores

Obtain four cores in each lot. Take two cores from random locations as directed by the Engineer. Take the third and fourth cores, the companion cores, within 1 foot [0.3 m] longitudinally from the first two cores. Submit the companion cores to the Engineer immediately after coring and sawing. If the random core location falls on an unsupported joint, at the time of compaction, (the edge of the mat being placed does not butt up against another mat, pavement surface, etc.) cut the core with the outer edge of the core barrel 1 foot [0.3 meters] away (laterally) from the edge of the top of the mat (joint). If the random core location falls on a confined joint (edge of the mat being placed butts up against another mat, pavement surface, curb and gutter, or fixed face), cut with the outer edge of the core barrel 6 inches ± 0.5 inch [150 mm ± 12.5 mm] from the edge of the top of the mat (ex. center of 4 inch [100 mm] core barrel 8 ± 0.5 inches [200 mm ± 12.5 mm] from the edge of the top of the mat). Cores will not be taken within 1 foot [300 mm] of any unsupported edge. The Contractor is responsible for maintaining traffic, coring, patching the core holes, and sawing the cores to the paved lift thickness before density testing.

The Engineer may require additional density lots to isolate areas affected by equipment malfunction, heavy rain, or other factors affecting normal compaction operations.

S-31.10 **MnDOT 2360.3.D.1.j Companion Core Testing** is hereby deleted and replaced with the following:

The Department will select at least one of the two companion cores per lot to test for verification.

S-31.11 **MnDOT 2360.3.D.1.n Longitudinal Joint Density** is hereby deleted.

S-31.12 **MnDOT 2360.3.D.1.p Shoulders** is hereby deleted.

S-31.13 **MnDOT Table 2360-24 Payment Schedule for Longitudinal Joint Density (SP Non-Wear and SP Shoulders, 4% Void)** is hereby deleted.

S-31.14 **MnDOT Table 2360-25 Payment Schedule for Longitudinal Joint Density (SP Non-wear and SP Shoulders, 3% Void)** is hereby deleted.

S-31.15 **MnDOT 2360.3.D.1.r Pay Factor Determination** is hereby deleted.

S-32 (2461) STRUCTURAL CONCRETE

REVISED 02/07/17

MnDOT 2461 is hereby modified as follows:

S-32.1 MnDOT 2461.2.A.5 shall be added:

A.5 Ternary Mixes

Ternary mixes are defined as portland cement or Type IL and two other supplementary cementitious materials, or blended cement and one other supplementary cementitious material with a maximum replacement of 40% by weight.

S-32.2 MnDOT 2461.2.B shall be deleted and replaced with the following:

B Aggregates

Provide aggregates from sources listed on the MnDOT Concrete Aggregate Properties list.

B.1 Fine Aggregate 3126

B.2 Intermediate Aggregate 3131

B.3 Coarse Aggregate 3137

S-32.3 MnDOT 2461.2.C shall be deleted.

S-32.4 MnDOT 2461.2.D shall be modified to include the following:

Provide water from potable sources.

The Concrete Engineer will allow clarified water as a substitution for potable water in accordance with the following:

(1) From the Approved/Qualified Products list,
(2) In any concrete defined as MnDOT Grades B, F, G, M, P, and R,
(3) Up to a maximum of 50.0% of total mix water by weight,
(4) Provided the clarified water is identified separately on the Certificate of Compliance.

S-32.5 MnDOT 2461.2.E shall be deleted and replaced with the following:

E Concrete Admixtures.....3113

Provide admixtures from the Approved/Qualified Products list for all concrete grades shown in Table 2461-6 and Table 2461-7.

Use of any of the following admixtures are at the Contractor's discretion:

(1.1) Type A, Water Reducing Admixture
(1.2) Type B, Retarding Admixture
(1.3) Type D, Water Reducing and Retarding Admixture
(1.4) Type F, High Range Water Reducing Admixture
(1.5) Type G, High Range Water Reducing and Retarding Admixture
(1.6) Type S, Specific Performance Based Admixture

Use of the following accelerating admixtures require approval of the Concrete Engineer, in conjunction with the Engineer, unless otherwise allowed in the Contract:

(2.1) Type C, Accelerating Admixture
(2.2) Type E, Water Reducing and Accelerating Admixture

The Engineer will permit the use of Type C or Type E accelerating admixtures when all of the following conditions exist:

(3.1) The ambient temperature is below 36 °F,
(3.2) An Engineer approved cold weather protection plan is in-place, and
(3.3) Cold weather protection materials are on-site and ready for use.

S-32.6 Table 2461-1 of MnDOT 2461.2.F.1 shall be deleted and replaced with the following:

Table 2461-1
Mix Number Identification

First Digit	Second Digit	Third Digit	Fourth Digit	Additional Digits
Type Designation	Grade Designation	Maximum Slump	Coarse Aggregate Gradation Designation	Additional Digits Allowed or as Specified

S-32.7 MnDOT 2461.2.F.1.b shall be deleted and replaced with the following:

F.1.b Grade Designation

The Department will designate concrete grade in accordance with Table 2461-6 and Table 2461-7 using a letter designating the following:

(1) Intended Use
(2) Maximum water/cement (w/c) ratio
(3) Maximum Cementitious Content
(4) Maximum Supplementary Cementitious Substitution (SCM)
(5) Slump range
(6) Minimum 28-day compressive strength, f'c
(7) Coarse Aggregate Quality in accordance with 3137

S-32.8 MnDOT 2461.2.F.1.d shall be deleted and replaced with the following:

F.1.d Coarse Aggregate Gradation Designation

Select the appropriate coarse aggregate gradation designation in accordance with Table 2461-3 based on the intended use and the gradation requirements in 3137, "Coarse Aggregate for Portland Cement Concrete."

Table 2461-3
Coarse Aggregate Designation for Concrete

Designation	Coarse Aggregate Gradation
0	Job Mix Formula (JMF) combination of fine and coarse aggregate
	Table 3137-4, "Coarse Aggregate Designation for Concrete"
1	ASTM #467
2	ASTM #67
3	ASTM #7
4	ASTM #89
7	CA-70
8	CA-80

S-32.9 MnDOT 2461.2.F.1.e shall be deleted and replaced with the following:

F.1.e Additional Concrete Mix Designation Digits

Specialty concrete mixes require additional concrete digits in accordance with Table 2461-6. Use "EX" for exposed aggregate mixes and "CO" for colored concrete mixes. The Contractor may add additional digits to the right of the required digits in the concrete mix number.

S-32.10 MnDOT 2461.2.F.2, 2461.2.F.2.a, and 2461.2.F.2.b shall be deleted and replaced with the following:

F.2 Concrete Mix Design Requirements

The Engineer determines final acceptance of the concrete for payment based on test results, satisfactory field placement and performance.

F.2.a Department Designed Concrete Mixes

The Department will provide mix designs for the concrete defined in Table 2461-4 and Table 2461-5.

F.2.a(1) Department Designed Concrete Requirements

No additional submittal is required for Table 2461-4 mix designs.

Table 2461-4
Department Designed Concrete Mixes

Type of Concrete	Mix Number	Specification	Mix Design Location
Field Batched Patching Mix	3U18	2302	Table 2302-1
Low Slump Concrete	3U17A	2404	Weekly Report of Low Slump Concrete
Bagged Patching Mix	3U18 and 3U58M	3105	Table 3105-1

F.2.a(2) Grout and Lean Mix Backfill

Submit final mix design proportions on the *General Concrete Mix Design Submittal* for Grout and Lean Mix Backfill in accordance with Table 2461-5.

Table 2461-5
Concrete Mix Design Requirements for Grout and Lean Mix Backfill Mixes

Mix Number	Maximum w/c ratio	Water Content (pounds)	Cement Content (pounds)	Fly Ash Content (pounds)	Fine Aggregate Calculation (pounds)	Coarse Aggregate Calculation (pounds)	%Air Content	Slump Range	Minimum 28-day Compressive Strength, f'c
1AGROUT *	0.50	379	758	0	100% †	0	3.0%	As needed	4000 psi
3AGROUT *	0.44	379	865	0	100% †	0	10.0 %	As needed	4000 psi
Lean Mix ‖	1.00	375	125	250	50% †	50% † ǂ	N/A	10 in ± 1 in	75 – 400 #

***** Do not provide grout containing coarse aggregate or fly ash.
‖ Coarse Aggregate Quality meets requirements of 3137.2.D.1, "Coarse Aggregate for General Use"
† After adding the specified quantities of cement, fly ash, and water, provide the remaining aggregate to an absolute volume of 27.00 – 27.27 cu. ft.
ǂ Meeting ASTM #67 gradation as shown in Table 3137-4.
Unconfined compressive strength range.

F.2.b Contractor Designed Concrete Mixes

The Contractor will provide concrete mix designs for concrete defined in Table 2461-6 and Table 2461-7 and elsewhere as specified in the Contract.

The Contractor assumes full responsibility for the mix design and performance of the concrete.

F.2.b(1) General Concrete Mix Design Requirements

The Department defines the concrete mix design requirements for Contractor Designed Mixes in accordance with Table 2461-6.

Table 2461-6
Concrete Mix Design Requirements (Not applicable to Mass Concrete)

Concrete Grade	OLD Mix Number	NEW Mix Number	Intended Use *	Maximum w/c ratio †	Maximum Cementitious Content (lbs/yd^3)	Maximum %SCM (Fly Ash/ Slag/Ternary)	Slump Range	Minimum 28-day Compressive Strength, f'c	3137 Spec.
B Bridge Substructure	3Y43	3B52 ‡	Abutment, stems, wingwalls, paving brackets, pier columns and caps, pier struts	0.45	750	30/35/40	2 - 5"	4000 psi	2.D.1
F Flatwork	3A22 3Y22	3F32 ‡	Slipform curb and gutter	0.42	750	30/35/0	½ - 3" #	4500 psi	2.D.1
	3A32 3Y32 3A34	3F52 ‡ 3F52EX 3F53EX 3F52CO ‖	Sidewalk, curb and gutter, slope paving, median sidewalk, driveway entrances, ADA pedestrian sidewalk	0.45	750	25/30/0	2 - 5"	4500 psi	2.D.1
G General Concrete	1A43	1G52 ‡	Footings and pilecap	0.55	750	30/35/40	2 - 5"	4500 psi	2.D.1
	3A43 3B42 3Y43	3G52 ‡	Footings, pilecap, walls, cast-in-place manholes and catch basins, fence posts, signal bases, light pole foundations, erosion control structures, cast-in-place box culverts, culvert headwalls, open flumes, cast-in-place wall stems	0.45	750	30/35/40	2 - 5"	4500 psi	2.D.1
M Median Barrier	3Y12	3M12	Slipform barrier, Median barrier, non-bridge	0.42	750	30/35/40	½ - 1" #	4500 psi	2.D.1
	3Y32	3M52	Barrier, Median barrier, non-bridge	0.45	750	30/35/40	2 - 5"	4500 psi	2.D.1
P Piling	1C62	1P62 ‡	Piling, spread footing leveling pad	0.60	750	30/35/40	3 - 6"	3000 psi	2.D.1
R Pavement Rehabilitation	3A32 3B42	3R52 ‡	CPR - Full depth concrete repairs, concrete base	0.45	750	30/35/40	2 - 5"	4000 psi	2.D.3
S Bridge Superstructure	3Y16	3S12	Slipform bridge barrier, parapets, end post	0.42	750	30/35/40	½ - 1" #	4000 psi	2.D.2
	3A32 3A42 3Y43 3Y46 3Y46A	3S52	Median barrier, raised median, pilaster, curb, sidewalk, approach panel, formed bridge barrier, parapet, end post, collar	0.45	750	30/35/40	2 - 5"	4000 psi	2.D.2
X Miscellaneous Bridge	1X62 1X46	1X62	Cofferdam seals, rock sockets, drilled shafts	0.45	750	30/35/40	3 - 6"	5000 psi	2.D.1
	3X46	3X62	Drilled shafts above frost line	0.45	750	30/35/40	3 - 6"	5000 psi	2.D.1
Y Bridge Deck §	3Y33 3Y33A 3Y36 3Y36A	3Y42-M 3Y42-S	Bridge decks, integral abutment diaphragms, pier continuity diaphragms, expansion joint replacement mix	0.45	750	30/35/40	2 - 4"	4000 psi	2.D.2
	3A37 3Y37	3Y47 **	Deck patching mix	0.45	750	30/35/40	2 - 4"	4000 psi	2.D.2

* If the intended use is not included elsewhere in the Specification or Special Provisions, use mix 3G52, unless otherwise directed by the Engineer.
‖ Identify specific color used on the certificate of compliance. Colored concrete is only allowed when specified in the plans or the Contract.
† The minimum water/cement (w/c) ratio is 0.30.
‡ The Contractor may choose to use the Coarse Aggregate Designation "1" for the 4th digit in accordance with Table 2461-3.
# Adjust slump in accordance with 2461.3.G.7.a for slipform concrete placement.
§ The "-S" indicates a bridge deck with a structural slab and "-M" indicates a monolithic bridge deck.
** Mix 3Y47 requires the use of Coarse Aggregate Designation "7" or "3" for the 4th digit in accordance with Table 2461-3.

F.2.b(2) High-Early Concrete Mix Design Requirements

The Department defines High-Early (HE) concrete as concrete designed to achieve the minimum strength of 3000 psi for opening at 48 hours. Unless otherwise included in the plans, all HE concrete requires approval of the Engineer prior to incorporation into the work.

The Engineer will allow one of the following methods to determine minimum time to opening:

(1) Field control cylinders in accordance with 2461.3.G.5.c, "Field Control Strength Cylinders."
(2) Maturity method in accordance with 2461.3.G.6, "Estimating Concrete Strength by the Maturity Method."

The Department defines the concrete mix design requirements for High-Early concrete in accordance with Table 2461-7.

Table 2461-7
High-Early (HE) Concrete Requirements
(Not applicable to Bridge Superstructure or Mass Concrete)

Mix Number	Concrete Grades Allowed	Minimum Time to Opening	Maximum w/c ratio	Maximum Cementitious Content (lbs/ yd^3) *	Slump Range	Minimum Strength to Opening	Minimum 28-day Compressive Strength, f'c	3137 Spec.
3HE32	F	48 hrs	0.42	750	1 – 3" ‖	3000 psi	4500 psi	2.D.1
3HE52	B, F, G	48 hrs	0.42	750	2 – 5"	3000 psi	4500 psi	2.D.1
3YHE52	Y (Repairs Only)	48 hrs	0.42	750	2 – 5"	3000 psi	4000 psi	2.D.2
3RHE52	R (Repairs Only)	48 hrs	0.42	750	2 – 5"	3000 psi	4000 psi	2.D.3

* Supplementary Cementitious Materials allowed.
‖ Adjust slump in accordance with 2461.3.G.7.a,"Concrete Placed by the Slip-form Method."

F.2.b(3) Project Specific Mix Design Requirements

Submit project specific contractor designed mixes on the *Project Specific Mix Design Submittal* forms in accordance with Table 2461-8 and the Contract.

Table 2461-8
Project Specific Contractor Designed Mixes

Concrete Grade	Intended Use	Specification	3137 Spec.
A	Concrete Pavement	2301	2.D.3
W and Y	Precast Concrete	2462	Varies
HPC	High Performance Concrete	Special Provision 2401	2.D.2
MC	Mass Concrete	Special Provision 2401	Varies
CLSM	Cellular Concrete Grout	2519	None

S-32.11 MnDOT 2461.2.F.3 shall be deleted and replaced with the following:

F.3 Submittal Requirements

At least 21 calendar days before initial placement of the concrete, submit the appropriate *General Concrete Mix Design Submittal* form to the Concrete Engineer for approval. The Contractor Mix Design Forms are available from the MnDOT Concrete Engineering Website.

Design the concrete mix to an absolute volume of 27.00 – 27.27 cu. ft.

The Concrete Engineer will:

(1) Provide specific gravity and absorption data using oven dry (OD) weights for mix design calculations.
(2) Review the mix design submittal and approve the materials and mix design for compliance with the Specifications.

Table 2461-8 defines the mix design submittal requirements for Level 1 and Level 2 Mixes.

Table 2461-9
Mix Design Submittal Requirements

	SCM Substitution Limits	Fine Aggregate Limit	Gradation Requirements	Preliminary Test Data Requirements	Submittal Package
Level 1 Mixes *	Fly Ash: 0 – 15% Slag: 0 – 35%	40 – 45% of total aggregate by volume	3126 and 3137	None	General Concrete Mix Design
Level 2 Mixes	Fly Ash: > 15% Ternary: Any	None	Use Either: • 3126 and 3137 • Job Mix Formula (JMF)	2461.2.F.3.a	Use Either: • General Concrete Mix Design • General Concrete Mix Design (JMF)
* High Early concrete in accordance with Table 2461-7 is defined as a Level 1 Mix.					

S-32.12 MnDOT 2461.2.F.3.a, 2461.2.F.3.a(1) and 2461.2.F.3.a(2) shall be deleted and replaced with the following:

F.3.a Preliminary Test Data Requirements for Level 2 Mixes

For Level 2 Mixes, submit the proposed Mix Design Proportions on the *General Concrete Mix Design Submittal* based upon either a suitable experience record or conventional trial mixtures not to exceed the limits specified in Table 2461-6 or 2461-7.

F.3.a(1) Suitable Experience Record

A suitable experience record consists of at least 30 consecutive tests, or two groups of consecutive tests totaling at least 30 tests, within the previous 18 months. If the Contractor does not have 30 tests, the Concrete Engineer will consider a minimum of 10 test results representing a time period of at least 45 days.

The Concrete Engineer considers a suitable experience record to have the following characteristics as compared to the proposed mix:

(1) Average compressive strength (f'cr) meeting the required 28-day compressive strength and no greater than 1000 psi above the required 28-day compressive strength,
(2) Same type or grade of cementitious materials,
(3) Same class of coarse aggregate,
(4) Aggregate weights within 10% of the proposed,
(5) Water/Cement ratio no greater than the maximum allowed,
(6) Cementitious or SCM material weights within 5% of proposed, and

(7) Batching conditions and testing procedures similar to those expected for the proposed work.

Submit all test results on the *Strength Test Data* sheet as part of the *Contractor Mix Design Submittal*.

The Concrete Engineer reserves the right to request batching data representing the suitable experience record submittal.

F.3.a(2) Conventional Trial Mixtures

If the Contractor does not have a suitable experience record as required in 2461.2.F.3.a(1) above, establish concrete proportions from trial mixtures, utilizing an AMRL accredited laboratory in accordance with the following:

(a) Use proportions and consistencies required for proposed work at the w/c ratios or cementitious materials content that will produce a strength meeting or exceeding the required 28-day compressive strength *(f'c)* in accordance with Table 2461-6 or 2461-7;
(b) Design trial mixtures to produce slump within ± 0.75 in. of maximum permitted;
(c) For air-entrained concrete, design trial mixtures to produce air content within ± 0.5 percent of maximum allowable air content;
(d) For each w/c ratio or cementitious materials content, make and cure at least three test cylinders for 28-day breaks in accordance with ASTM C 192. For HE concrete mixes, in addition to the 28-day cylinders, make a set of three test cylinders for 48-hour breaks in accordance with ASTM C 192.

Submit all test results for the trial mixtures, certified by the AMRL accredited laboratory, in addition to the *Contractor Mix Design Submittal*.

S-32.13 Table 2461-11 of MnDOT 2461.2.F.4 shall be deleted and replaced with the following:

Table 2461-11
Mix Design Adjustments Requirements

	Type of Change or Adjustment	Mix Design Resubmittal Requirements
Level 1 Mixes	• Cementitious Sources • Admixture Sources • Admixture Dosage Rate	No resubmittal required
	• Aggregate Sources • Aggregate Proportions • Any cementitious or SCM proportion (≤ 15% max fly ash)	Resubmittal of Mix Design
	• Any cementitious or SCM proportion (> 15% max fly ash)	Resubmittal in accordance with 2461.2.F.3.a
Level 2 Mixes	• Admixture Dosage Rate • Cement or SCM sources	No resubmittal required
	• Aggregate Source, no change in Aggregate Class • ≤ 5% in any cementitious or SCM proportion* • ≤ 10% in Aggregate Proportions	Resubmittal of Mix Design
	• Aggregate source and Class of Coarse Aggregate • > 5% in any cementitious or SCM proportion • > 10% Aggregate Proportions • Admixture Sources	Resubmittal in accordance with 2461.2.F.3.a

*	Only one (1) increase in cementitious or SCM allowed per mix design, next adjustment requires resubmittal in accordance with 2461.2.F.3.a, "Preliminary Test Data Requirements for Level 2 Mixes"

S-32.14 MnDOT 2461.2.G shall be deleted.

S-32.15 The first paragraph of MnDOT 2461.3.A.9 shall be deleted and replaced with the following:

Provide horizontal axial-revolving blade type mixers (single or multiple shaft) in accordance with the applicable requirements for conventional type mixers in accordance with 2461.3.A.1 through 2461.3.A.7 and this subsection.

S-32.16 The first sentence of MnDOT 2461.3.D.1.c shall be deleted and replaced with the following:

Separately measure each type of mixing water on scales or water metering devices containing the following:

S-32.17 The fifth paragraph of MnDOT 2461.3.D.2 shall be deleted and replaced with the following:

Provide and use only sacked cement in the original mill containers unless the Contractor calibrates the mixer for the specific materials in use. Do not use previously opened sacks.

S-32.18 MnDOT 2461.3.F.1.a(2) shall be deleted and replaced with the following:

(2) The Producer will complete MnDOT Form 2163, *Concrete Plant Contact Report*, prior to the on-site inspection with the Department Representative.
- (2.1) A MnDOT Certified Concrete Plant Level 1 or 2 Technician, representing the Producer, signs the *Concrete Plant Contact Report* certifying compliance with the Certified Ready Mix requirements and continual maintenance of the plant to assure that the plant can produce concrete meeting MnDOT Specifications.
- (2.2) A MnDOT Certified Concrete Plant Level 1 or 2 Technician, representing the Department, signs the *Concrete Plant Contact Report* signifying that the plant complies with all requirements prior to concrete production.

S-32.19 MnDOT 2461.3.F.1.a(3) shall be deleted and replaced with the following:

(3) Include a site map showing stockpile locations identified with the MnDOT pit number.

S-32.20 MnDOT 2461.3.F.1.b shall be deleted and replaced with the following:

F.1.b Maintaining Plant Certification
The Producer will maintain plant certification by:

(1) Displaying the current Contact Report and site map in plain sight at all times;
(2) Updating the Contact Report with any material or equipment changes and submitting to the Department;
(3) Sampling and testing the materials in accordance with this section and the requirements of the Schedule of Materials Control;
(4) Documenting the production and testing of the materials used in the certified ready-mix concrete in the QC Workbook;
(5) Making Producer Plant QC Workbook and QC charts available electronically at all times;
(6) Supplying the following information at the request of the Engineer:
- (6.1) Approved mix design sheets,
- (6.2) Agency cementitious and admixture test results,
- (6.3) Agency verification gradation test results,
- (6.4) Aggregate quality test results.

Any procedural changes that cause non-compliance with this program may result in de-certification of the plant and cessation of further production of Department concrete as determined by the Concrete Engineer in accordance with 2461.3.F.4.h, "Certified Ready-Mix Plant Decertification."

S-32.21 MnDOT 2461.3.F.2 shall be modified to include the following:

(21) For colored concrete, final color

S-32.22 The definition for "Mix design water" and "Batch water" in Table 2461-13 of MnDOT 2461.3.F.3 shall be deleted and replaced with the following:

Table 2461-13
Certified Ready-Mix Terminology

Term	Definition
Mix design water	The maximum allowable water content for 1 cu. yd of concrete.
Batch water	Water actually batched into the truck by the batcher. Batch water includes potable water and clarified water.

S-32.23 MnDOT 2461.3.F.4(7) shall be deleted and replaced with the following:

(7) Take cementitious and admixtures samples per Schedule of Materials Control.
(8) Document the following samples in the appropriate Sampling Log:
- (8.1) Cementitious Materials
- (8.2) Admixtures
- (8.3) Verification Gradations
- (8.4) Coarse Aggregate Quality

S-32.24 MnDOT 2461.3.F.4.b. 2461.3.F.4.c, 2461.3.F.4.d, and 2461.3.F.4.e shall be deleted and replaced with the following:

F.4.b Sampling and Testing

Take all samples randomly in accordance with ASTM D 3665, Section 5, at a rate defined in accordance with the Schedule of Materials Control. Perform all sampling and testing in accordance with the Concrete Manual. The Engineer may oversee the QC sampling and testing process.

Perform QC gradation and moisture testing at the certified ready-mix plant site. Use mechanical shakers for sieve analysis. Determine the moisture content using the oven-dry method in all fractions of the aggregate.

Provide equipment and perform calibrations meeting the requirements of the following:

(1) AASHTO T 27, "Sieve Analysis of Fine and Coarse Aggregates,"
(2) AASHTO T 255, "Total Moisture Content of Aggregate by Drying,"
(3) AASHTO M 92, "Wire-cloth Sieves for Testing Purpose," and
(4) AASHTO M 231, "Weighing Devices Used in the Testing of Materials."

F.4.c QC Gradations

Complete the *Concrete Aggregate Worksheet* for each aggregate size and source:

(1.1) QC gradations;
(1.2) Verification Companion Gradations; The Engineer will not allow a Verification Companion Gradation as a substitute for a QC Gradation.

Identify QC companion samples with the following information:

(2.1) Date,
(2.2) Test number,
(2.3) Time,
(2.4) Type of material,
(2.5) Plant, and
(2.6) Sampling location.

F.4.d Aggregate Gradation QC Charts
Complete the *MnDOT Aggregate Gradation Control Charts* for each aggregate size and aggregate source:

(1) Record Producer QC gradation and Department Verification Companion gradation results. These results are included in the moving average calculation.
(2) Record Department Verification Gradation results. These results are not included in the moving average calculation.

F.4.e Moisture Content
Complete the *Batching Report* for each aggregate size and source.

S-32.25 MnDOT 2461.3.F.4.g shall be deleted and replaced with the following:

F.4.g Signing the Certificate of Compliance
The Producer's MnDOT Certified Plant Level 1 or Level 2 technician will:

(1) Review the first Certificate of Compliance for each mix type, each day, for accuracy; and
(2) Legibly hand sign the Certificate of Compliance at a location designated for Producer signature signifying agreement to the terms of this program and to certify that the materials comply with the requirements of the Contract; and
(3) Write their MnDOT Technical Certification Number next to their signature.

S-32.26 MnDOT 2461.3.F.4.h shall be deleted and replaced with the following:

F.4.h Certified Ready-Mix Plant Decertification
The Concrete Engineer, with coordination from the Engineer, may decertify the plant and halt production of concrete under any of the following conditions:

(1) Unauthorized procedural, material, or equipment changes made after the completion of the Concrete Plant Contact Report,
(2) Failure to meet the required testing rates,
(3) Failure to complete required documents,
(4) Disregards any of the requirements of this section, and
(5) Falsification of test records or certificates of compliance.

S-32.27 MnDOT 2461.3.F.5 shall be deleted and replaced with the following:

F.5 Quality Assurance (QA)
The Engineer's responsibilities include the following:

(1) Confirm the Producer's QC Workbook and aggregate gradation quality charts are accurate and up-to-date;
(2) Check Certificate of Compliance for completeness and accuracy;
(3) Spot check the actual batching of concrete to verify batch weights and tolerances;

(4) Check the bins and stockpiles for segregation, contamination, and interblending of the aggregates;
(5) Obtain Aggregate Quality samples per Schedule of Materials Control;
(6) Observe Producer's Certified Technician obtain aggregate samples and run gradation and moisture tests when possible;
(7) Verify cement, fly ash, and admixtures are certified and approved;
(8) Obtain cement, fly ash, and admixtures samples per the Schedule of Material Control;
(9) Provide the following test results to the Producer in a timely manner:
  (9.1) Cementitious Materials
  (9.2) Admixtures
  (9.3) Verification Gradations
  (9.4) Coarse Aggregate Quality

S-32.28 The first paragraph of MnDOT 2461.3.G.1 shall be deleted and replaced with the following:

Notify the Engineer at least 24 h before beginning concrete production to allow the Engineer time to provide inspection forces needed for the work and to approve preparations for concrete placement. If the Contractor fails to provide 24 h notice, the Engineer may delay concrete placement and will consider any concrete incorporated into the work as unauthorized in accordance with 1512.2, "Unauthorized Work." The Engineer will consider any delays to the Contract resulting from unauthorized work as non-excusable in accordance with 1806.2.C, "Non-Excusable Delays."

S-32.29 MnDOT 2461.3.G.2 shall be deleted and replaced with the following:

G.2 Placement Temperatures
Maintain concrete temperature from 50 °F to 90 °F until placement.

Unless Engineer approved cold weather protection plans are in –place, do not place concrete when the air temperature is either of the following at the point of placement:

(1) Below 36 °F, or
(2) The National Weather Service predicts the temperature to fall below 36 °F within the following 24 h period.

S-32.30 MnDOT 2461.3.G.4 shall be deleted and replaced with the following:

G.4 Field Adjustments
Mix the load a minimum of 5 min or 50 revolutions at mixing speed after addition of admixture or water.

G.4.a Water Adjustments
The Engineer will allow water adjustments in accordance with all the following:

(1) Prior to discharging approximately 1 cubic yard of concrete,
(2) Water available to add stated on the Certificate of Compliance, and
(3) Concrete is within 60 min from the initial batch time stated on the Certificate of Compliance.

G.4.b Water Adjustments for Concrete Placed by the Slip-Form Method
The Engineer will allow water adjustments for all grades of concrete placed by the slip-form method, except Grade A paving concrete, in accordance with all of the following:

(1) If water is available to add as stated on the Certificate of Compliance.
(2) Concrete is within 60 min from the initial batch time stated on the Certificate of Compliance.

G.4.c Admixture Adjustments

Approved admixture additions are allowed within 90 min from the initial batch time stated on the Certificate of Compliance. If the load of concrete has no available water to add, or the load is greater than 60 minutes old, the Engineer will allow one admixture adjustment diluted with up to 2 gallons of water.

G.4.d Consistency and Air Content Adjustments

The Engineer will test the concrete for compliance with 2461.3.G.7, "Consistency," and 2461.3.G.8, "Air Content," in accordance with the following:

(1) If the first test taken by the Engineer passes, the Engineer will continue verification testing in accordance with the Schedule of Materials Control.
(2) If the test taken by the Engineer fails, make adjustments and perform any quality control testing before the Engineer performs a final test. Acceptance or rejection of the truck is based on the Engineer's final test result.
(3) The Engineer will test up to two additional trucks in accordance with items (1) and (2) above, and
(4) If the concrete does not meet the specification after those three trucks, the Engineer will reduce their verification testing rate to once per truck for acceptance for the remainder of the pour.

For concrete mixes 3U17A and 3U18, allow mix to hydrate 5 min before slump test to assure all cement is saturated.

S-32.31 MnDOT 2461.3.G.5, 2461.3.G.5.a, 2461.3.G.5.b and 2461.3.G.5.c shall be deleted and replaced with the following:

G.5 Test Methods and Specimens

Perform random sampling and testing in accordance with the Concrete Manual and determine testing rates meeting the requirements of the Schedule of Materials Control.

The Engineer performs random sampling and testing in accordance with the Concrete Manual, determines testing rates meeting the requirements of the Schedule of Materials Control.

Anyone fabricating concrete cylinders or beams is required to hold either a current ACI Field 1 Technician Certification or a MnDOT Field 1 Technician Certification.

Anyone performing concrete strength testing of cylinders is required to hold one of the following current certifications:

(1.1) ACI Strength Testing Technician Certification,
(1.2) MnDOT Strength Testing Technician Certification, or
(1.3) WisDOT Strength Testing Technician Certification.

The Engineer will furnish molds based on the maximum size aggregate for the test specimens in accordance with the following:

(2.1) 4 in × 8 in cylinder molds,
(2.2) 6 in × 12 in cylinder molds for maximum aggregate sizes greater than 1¼ in, and
(2.3) 6 in × 6 in × 20 in beam molds; use other beam mold sizes as approved by the Engineer.

The Engineer will transport the cylinders in accordance with the following:

(3.1) A minimum of at least 16 hours after casting.
(3.2) A minimum of at least 12 hours after casting for high early strength (28-day) cylinders.

(3.3) With securely placed tight fitting plastic caps on plastic molds, or by other methods to prevent moisture loss.
(3.4) Protected from jarring, bouncing, and freezing.
(3.5) No greater than 4 hours, unless cylinders are maintained in the moistened condition at ambient temperature of 60 °F to 80 °F.

G.5.a Moist Curing Environments

At least 24 hours prior to concrete placement, provide moist curing environment(s) of adequate size and number, including all ancillary equipment and materials, necessary to maintain moist curing environment(s) in accordance with ASTM C31, 2031.3.C, "Special Requirements," and the following:

For each separate moist curing environment:

(1) Provide a calibrated waterproof digital temperature recording device that records the daily maximum and minimum ambient temperatures for the previous 7 days.
(2) Maintain the standard (28-day) strength cylinders or beams in an ambient temperature range from 60 °F to 80 °F during the initial and intermediate curing periods.

The Engineer will monitor the daily temperatures of the curing environments. Agency monitoring does not relieve the Contractor of the responsibility to maintain the water temperature as specified herein.

If the Contractor fails to comply with the requirements shown here-in, the Engineer may delay concrete placement and will consider any concrete incorporated into the work as unauthorized in accordance with 1512.2, "Unauthorized Work." The Engineer will consider any delays to the Contract resulting from unauthorized work as non-excusable in accordance with 1806.2.C, "Non-Excusable Delays."

All costs related to providing and maintaining moist curing environments is considered incidental.

G.5.b Standard (28-day) Strength Cylinders

The Engineer will perform the following for standard strength cylinders:

(1.1) Cast cylinders (sets of 3) for testing at 28 days in accordance with the Schedule of Materials Control.
(1.2) Mark cylinders for identification of the represented unit or section of concrete in accordance with the following: (1.1, 1.2, 1.3/ 2.1, 2.2, 2.3/ 3.1, 3.2, etc.). In order to differentiate between portions of a project, prefixes and suffixes are allowed.
(1.3) Cure the cylinders meeting the requirements of the 2461.3.G.5.a, "Moist Curing Environments."
(1.4) Complete the MnDOT Concrete Cylinder Identification Card including the results for air content, slump (if required), concrete, and air temperature testing from the same load.

The Concrete Engineer defines the curing period as the following:

(2.1) **Initial curing period** as immediately after final finishing for a period of up to 48 hours. After the initial curing period, the Engineer will both transport and further cure the cylinders in the provided curing tanks for intermediate curing up to 7 days from the day of casting or deliver directly to the laboratory for final curing.
(2.2) **Intermediate Curing Period** as the time between specimen pickup from the initial curing site and delivery to the laboratory for final curing, not to exceed 7 days from the day of casting.
(2.3) **Final Curing Period** as the time when cylinders are cured in the laboratory within 7 days of casting.

S-32.32 MnDOT 2461.3.G.5.c shall be deleted and replaced with the following:

G.5.c Field Control Strength Cylinders

The Engineer will use field control cylinders to determine when the sequence of construction operations is dependent upon the rate of concrete strength development. The Engineer will cast field control cylinders to determine when the concrete attains the required strength for all desired field control limitations.

The Engineer will perform the following for field control strength cylinders:

(1) Cast up to three (3) field control cylinders per structure. The Contractor is responsible for any additional field control cylinders.
(2) Mark field control cylinders for identification of the represented unit or section of concrete in accordance with 2461.3.G.5.a(2).
(3) Cure the cylinders in the same location and under the same conditions as the concrete structure or unit involved meeting the requirements of the Concrete Manual,
  (3.1) For High-Early (HE) Concrete as defined in Table 2461-7, the Engineer will allow the Contractor to cure field control cylinders using insulated cylinder storage compartment. Provide insulated storage compartments and any equipment necessary to continually monitor temperatures of both the newly poured concrete structure and the insulated cylinder storage compartment. Maintain the insulated storage compartment at a temperature no greater than 5 °F above the newly poured concrete structures temperature. When the temperature exceeds 5 °F or the temperature monitoring system fails, the Engineer will not accept field control cylinder results.
(4) Complete the MnDOT Concrete Cylinder Identification Card including the results for air content, slump (if required), concrete, and air temperature testing from the same load.

During the Departments normal laboratory operating hours, the Engineer will perform compressive strength testing on the field control cylinders. If Project scheduling requires testing outside of the Departments' laboratories normal operating hours or the Department's nearest laboratory is greater than 30 miles from the project; Provide certified and calibrated hydraulic cylinder-testing machine within 30 miles of the project and at a location approved by the Engineer. Test the field control cylinders in the presence of the Engineer in accordance with ASTM C39.

The Engineer will allow the Contractor to submit a strength-maturity relationship curve for use in lieu of field control cylinders in accordance with 2461.3.G.6, "Estimating Concrete Strength by the Maturity Method."

S-32.33 MnDOT 2461.3.G.5.e, 2461.3.G.5.e(1), 2461.3.G.5.e(2), 2461.3.G.5.e(3), and 2461.3.G.5.e(4) shall be deleted and replaced with the following:

G.5.e Concrete Compressive Strength

The Concrete Engineer defines a single **strength test** as the average (28-day) strength of three (3) cylinders fabricated from a single sample of concrete and cured in accordance with the Concrete Manual.

If 1 of the set of 3 cylinders shows a strength variability of greater than 10% outside of the initial calculated three cylinder average strength, the Engineer will average the remaining two cylinders and report as the 28-day compressive strength.

If 2 or more of the set of 3 cylinders shows a strength variability greater than 10% outside of the initial calculated average strength, the Engineer will use all three cylinder results to calculate the 28-day compressive strength.

The Engineer will consider concrete acceptable in accordance with Table 2461-17 provided **both** the single strength test and the moving average of 3 consecutive strength tests are met for a required f'c.

Table 2461-17 Acceptance Criteria for Standard 28-day Cylinders		
	Single Strength tests	**Moving average of 3 consecutive strength tests ***
f'c ≤ 5000 psi	> (f'c – 500 psi)	≥ f'c
f'c > 5000 psi	> 0.90 * f'c	≥ f'c
* If a project does not establish a moving average of 3 consecutive strength tests, use the average of 2 strength tests to determine acceptance. If there is only a single strength test, contact the Concrete Engineer for recommendation.		

S-32.34 MnDOT 2461.3.G.5.f, 2461.3.G.5.f(1), 2461.3.G.5.f(2), 2461.3.G.5.f(3), and 2461.3.G.5.f(4) shall be added:

G.5.f Non-Conforming Material

If the Contractor places concrete not meeting the strength requirements of 2461.3.G.5.e, "Concrete Compressive Strength" into the work, the Engineer may not accept nonconforming concrete at the contract unit price. The Engineer will evaluate non-conforming strength results in accordance with the following:

G.5.f(1) Single Strength Test ≤ 500 psi Below f'c

If any single strength test (3 cylinders) shows a strength ≤ 500 psi below f'c and is not deficient due to erroneous/invalid strength tests as defined in 2461.3.G.5.f(4), "Moving Average Below f'c", no additional investigation will occur and the Engineer will include the low strength test result in the moving average.

G.5.f(2) Single Strength Test > 500 psi Below f'c

If any single strength test (3 cylinders) shows a strength > 500 psi below f'c and is not deficient due to erroneous/invalid strength tests as defined in 2461.3.G.5.f(4), "Moving Average Below f'c", the Engineer, in conjunction with the Concrete Engineer, will investigate to determine if the concrete has attained the critical load-carrying capacity.

The investigation may consist of, but is not limited to reviewing the following:

(1) Sampling and testing plastic concrete
(2) Handling of cylinders
(3) Cylinder curing procedures
(4) Compressive strength testing procedures
(5) Certificate of Compliances
(6) Evaluation using Rebound Hammer (ASTM C803), Penetration Resistance (ASTM C805), or other method approved by the Concrete Engineer
(7) Review of the design calculations for the concrete in question

If it is determined that the concrete represented by the single strength test has attained the critical load carrying capacity, the Engineer will include the strength test in the moving average calculation.

If it is determined that the concrete has not attained the critical load carrying capacity, the Engineer will direct the Contractor to remove and replace concrete in accordance with 1503, "Conformity with Contract Documents," and 1512, "Unacceptable and Unauthorized Work." The Contractor may dispute the remove and replace order within 7 days of written notification by the Engineer. If the Contractor disputes the order, follow the dispute resolution coring procedure in accordance with 2461.3.G.5.f(3), "Dispute Resolution Coring for Single Strength Test Failure."

G.5.f(3) Dispute Resolution Coring for Single Strength Test Failure

The Engineer and Contractor will mutually agree on an Independent Third Party to core and test the concrete in accordance with ASTM C42.

(1) The Engineer will identify a minimum of three (3) locations for the Independent Third Party to core.
(2) The Independent Third Party will take one (1) core at each location.
(3) The Independent Third Party will complete all coring within 14 days of notification of the low strength concrete.
(4) The Contractor is responsible for ensuring the core holes are repaired.

The Engineer, in conjunction with the Concrete Engineer, will review the core test results and evaluate in accordance with Table 2461-18, providing all other concrete tests meet requirements.

Table 2461-18
Evaluation of Core Test Results

Core (average of 3 cores) Test Results:	Engineer considers concrete:	Cost of Coring and Testing:	Resolution:
≥ 85% of f'c and No individual core is < 75% of f'c	Acceptable to remain in place	Agency	No monetary reduction for single strength test failure.
< 85% of f'c	Unacceptable	Contractor	Remove and replace concrete in accordance with 1503, "Conformity with Contract Documents," and 1512, "Unacceptable and Unauthorized Work," as directed by the Engineer.

G.5.f(4) Moving Average Below f'c

If the moving average of three (3) consecutive strength tests < f'c, the Concrete Engineer will review the strength test results and determine if a new mix design is required in accordance with Table 2461-6 or Table 2461-7.

The Engineer will remove any strength test results from the moving average if the following occurs:

(1.1) After investigation the deficient concrete strength is found to be an erroneous/invalid strength test
(1.2) The suspect concrete was removed and replaced
(1.3) Dispute resolution coring identified the concrete acceptable to remain in place

Reasons for finding erroneous test results as determined by the Concrete Engineer:

(2.1) Cylinders kept in the field longer than 7 days,
(2.2) Improper handling/curing of the cylinders, and/or
(2.3) Improper testing of the cylinders

For the quantity of non-conforming concrete not meeting the moving average of three (3) consecutive strength tests, the Engineer will make determinations regarding the disposition, payment, or removal of the concrete in accordance with Tables 2461-19.

Table 2461-19 All Concrete Grades	
Moving average of 3 consecutive strength tests	Monetary Reduction for Moving Average Failure *
> 93.0% of f'c	$20.00 per cubic yard or 10% of the Contractor-provided invoice for quantity represented by test that brought moving average into non-conformance
≥ 87.5% and ≤ 93.0% of f'c	$50.00 per cubic yard or 25% of the Contractor-provided invoice for quantity represented by test that brought moving average into non-conformance
< 87.5% of f'c	Remove and replace concrete in accordance with 1503, "Conformity with Contract Documents," and 1512, "Unacceptable and Unauthorized Work," as directed by the Engineer. If the Engineer, in conjunction with the Concrete Engineer, determines the concrete can remain in place, the Engineer will adjust the concrete at a reduction of $100.00 per cubic yard or 50% of the Contractor-provided invoice for quantity represented by test that brought moving average into non-conformance.

S-32.35 MnDOT 2461.3.G.6.a and 2461.3.G.6.a(1) shall be deleted and replaced with the following:

G.6.a Development of Maturity-Strength Relationship

The Engineer will allow development of the maturity curve in either the laboratory or in the field, provided the precautions for field curing and testing are followed, as described in the Concrete Manual. Test the concrete strength specimens for development of the maturity curve.

Determine the strength development criteria based on the type of concrete in accordance with the following:

(1) For concrete pavement: 2301.3.O, "Opening Pavement to Traffic,"
(2) For concrete pavement repairs: 2302.3.B.4, "Opening to Construction Equipment and Traffic,"
(3) For concrete structures: 2401.3.G, "Concrete Curing and Protection"
(4) For sidewalks, driveway entrances and curb and gutter, a minimum of 3000 psi [20.6 MPa] is required.

Until an acceptable strength-maturity relationship is established, verify strength using concrete beams or cylinders.

G.6.a(1) Procedure

Estimate the in-place concrete strength using the maturity method as described in ASTM C 1074, except as noted in this specification as follows:

(a) Fabricate 15 cylinders plus 2 additional cylinders to embed temperature sensors or 15 beams;
(b) The Nurse-Saul method of computing maturity;
(c) A datum temperature of -10°C (14°F);
(d) Maintain specimens at temperatures greater than 50° F for the duration of the maturity curve development.

Test three (3) strength specimens at five different ages specified in Table 2461-20 for the type of concrete work.

Table 2461-20 **Chronological Testing Ages of Strength Specimens**	
Type of Concrete	**Testing Ages ***
Concrete Pavement as defined in 2301	Determined by the Contractor ‖
Normal Strength Concrete as defined in 2461	1, 2, 3, 7 and 28 days
High-Early (HE) Concrete as defined in 2461	12 hours, 1, 2, 7 and 28 days
Ultra High-Early (UHE) Concrete as defined in 2302	3, 4 and 8 hours, 1 and 14 days
* The Contractor may adjust the testing ages if approved by the Engineer, in conjunction with the Concrete Engineer. ‖ Test at least two (2) sets of strength specimens before the anticipated opening strength.	

S-32.36 The first paragraph of MnDOT 2461.3.G.6.c shall be deleted and replaced with the following:

Perform a verification strength test to ensure the in-place concrete strength correlates with the maturity-strength relationship as follows:

(1) Notify the Engineer at least 24 hours in advance of the time and location of both the verification specimen's casting and strength testing.
(2) When the maturity curve is developed prior to the start of construction or in a laboratory, perform a verification strength test on the first day of concrete placement.
(3) Perform a verification strength test at least once every seven (7) calender days during normal plant production for concrete paving. For all other concrete, perform a verification strength test at least once every thirty (30) calendar days during normal plant production.
(4) If the plant has not supplied concrete to the project for a period of greater than thirty (30) calendar days, perform a verification strength test.
(5) Cast 3 cylinders plus one additional cylinder to embed the temperature sensor or 3 beams for each verification strength test.
(6) The Engineer will test the concrete strength specimens for verification of the maturity curve as close to the maturity value determined to represent the opening, loading or form removal strength criteria in accordance with the Concrete Manual.
(7) Record the results of verification test on the *Concrete Maturity-Strength Verification* form and submit an updated copy with the newest test result to the Engineer the day that the verification test is completed.
(8) The Engineer may direct additional verification testing as necessary.
(9) Submit electronic data from the maturity meters or temperature loggers in a comma-delimited (.txt or .csv) file format to the Engineer, which includes at least the project number, date and location of the meters or loggers.

S-32.37 MnDOT 2461.3.G.6.d(4), 2461.3.G.6.d(5) and 2461.3.G.d(6) shall be deleted.

S-32.38 MnDOT 2461.3.G.7.b, Table 2461-25 and Table 2461-26 shall be deleted and replaced with the following:

G.7.b Non-Conforming Material

Only place concrete meeting the slump requirements in the work. If the Contractor places concrete not meeting the slump requirements into the work, the Engineer will not accept non-conforming concrete at the contract unit price.

For the quantity of non-conforming concrete not meeting the required slump, the Engineer will make determinations regarding the disposition, payment, or removal of the concrete in accordance with Tables 2461-23 and 2461-24.

Table 2461-23
All Concrete Grades
> 1 in slump

Outside of Slump Range	Monetary Reduction
Below slump range *	No deduction for materials placed as approved by the Engineer.
≤ 1½ in above slump range	$20.00 per cubic yard or 10% of the Contractor-provided invoice for quantity represented by the materials placed
> 1½ in above slump range	$50.00 per cubic yard or 25% of the Contractor-provided invoice for quantity represented by the materials placed
* The Engineer will not reduce contract unit price for low slump concrete placed with the slip-form method as approved by the Engineer.	

Table 2461-24
Low Slump Concrete
From ½ in to 1 in

Outside of Slump Range	Monetary Reduction
Below slump range *	No deduction for materials placed as approved by the Engineer
≤ ½ in above slump range	$20.00 per cubic yard or 10% of the Contractor-provided invoice for quantity represented by the materials placed
≥ ¾ in above slump range	$50.00 per cubic yard or 25% of the Contractor-provided invoice for quantity represented by the materials placed
* The Engineer will not reduce contract unit price for low slump concrete placed with the slip-form method as approved by the Engineer.	

S-32.39 MnDOT 2461.3.G.8.a shall be deleted and replaced with the following:

G.8.a Non-Conforming Material

Only place Type 3 concrete meeting the air content requirements in the work. If the Contractor places Type 3 concrete not meeting the air content requirements into the work, the Engineer will not accept non-conforming concrete at the contract unit price.

For the quantity of non-conforming concrete not meeting the required air content, the Engineer will make determinations regarding the disposition, payment, or removal in accordance with Table 2461-27.

Table 2461-27
All Concrete (Target Air Content 6.5%)

Air Content, %	Monetary Reduction
> 10.0	$50.00 per cubic yard or 25% of the Contractor-provided invoice for quantity represented by the materials placed
>8.5 – 10.0	$20.00 per cubic yard or 10% of the Contractor-provided invoice for quantity represented by the materials placed
5.0 – 8.5	The Engineer will pay 100 percent of the contract unit price for the concrete represented, for material placed as approved by the Engineer.
>4.0 – <5.0	$50.00 per cubic yard or 25% of the Contractor-provided invoice for quantity represented by the materials placed

Table 2461-27 All Concrete (Target Air Content 6.5%)	
Air Content, %	**Monetary Reduction**
>3.5 – ≤4.0	The Engineer, in conjunction with the Concrete Engineer will determine the concrete suitability for the intended use in accordance with 1503, "Conformity with Contract Documents," and 1512, "Unacceptable and Unauthorized Work." This may include testing on the hardened concrete as required by the Engineer, in conjunction with the Concrete Engineer.
≤ 3.5	Remove and replace concrete in accordance with 1503, "Conformity with Contract Documents," and 1512, "Unacceptable and Unauthorized Work," as directed by the Engineer. This may include testing on the hardened concrete as required by the Engineer, in conjunction with the Concrete Engineer. If the Engineer, in conjunction with the Concrete Engineer, determines the concrete can remain in place, the Engineer may not pay for the concrete and may require coating with an approved epoxy penetrant sealer from the Approved/Qualified Products List.

S-32.40 MnDOT 2461.3.G.9 shall be deleted and replaced with the following:

G.9 Allowable Testing Tolerances

Allowable tolerances are based on the results from two different testers and two different pieces of equipment from the same sample. Perform the test within the allowable tolerances in accordance with Table 2461-28.

Table 2461-28 Allowable Testing Tolerances	
Test	**Allowable Tolerance**
Air content, % volume of concrete	1.0 %
Average slump:	
< 4 in	1.0 in
4 in – 6 in	1.5 in
> 6 in	2.0 in
Unit weight, per cu. ft, calculated to an air-free basis	1.0 lb/cu. ft
Compressive strength 3,000 psi – 8,000 psi, average of 3 tests	500 psi

S-33 (2462) PRECAST CONCRETE

REVISED 02/07/17

MnDOT 2462 is hereby modified as follows:

S-33.1 MnDOT 2462.2.A shall be modified to include the following:

A.5 Ternary Mixes

Ternary mixes are defined as portland cement or Type 1L and two other supplementary cementitious materials, or blended cement and one other supplementary cementitious material with a maximum replacement of 40% by weight.

S-33.2 MnDOT 2462.2.E deleted and replaced with the following:

E Concrete Admixtures.....3113

Provide admixtures from the Approved/Qualified Products list for all concrete grades shown in Table 2462-6.

Use of any of the following admixtures are at the Precaster's discretion:

(1.1) Type A, Water Reducing Admixture
(1.2) Type B, Retarding Admixture
(1.3) Type D, Water Reducing and Retarding Admixture
(1.4) Type F, High Range Water Reducing Admixture
(1.5) Type G, High Range Water Reducing and Retarding Admixture
(1.6) Type S, Specific Performance Based Admixture

Use of the following accelerating admixtures require approval of the Concrete Engineer, in conjunction with the Engineer, unless otherwise allowed in the Contract:

(2.1) Type C, Accelerating Admixture
(2.2) Type E, Water Reducing and Accelerating Admixture

The Materials Engineer may permit the use of Type C or Type E accelerating admixtures when all of the following conditions exist:

(3.1) The ambient temperature is below 36 °F,
(3.2) An Engineer approved cold weather protection plan is in-place, and
(3.3) Cold weather protection materials are on-site and ready for use.

S-33.3 MnDOT 2462.2.F.1 shall be deleted and replaced with the following:

F.1 Classification of Concrete

The Department will classify concrete by mix number to identify type, grade, consistency and aggregate size, if any, in accordance with Table 2462-1.

Table 2462-1
Mix Number Identification

First Digit	Second Digit	Third Digit	Fourth Digit	Additional Digits
Type Designation	Grade Designation	Maximum Slump	Coarse Aggregate Gradation Designation	Additional Digits Allowed or as Specified

S-33.4 MnDOT 2461.2.F.1.d shall be deleted and replaced with the following:

F.1.d Coarse Aggregate Designation

Select the appropriate coarse aggregate gradation designation in accordance with Table 2462-3 based on the intended use and the gradation requirements in 3137, "Coarse Aggregate for Portland Cement Concrete."

Table 2462-3 Coarse Aggregate Designation for Concrete	
Designation	**Coarse Aggregate Gradation**
0	Job Mix Formula (JMF) combination of fine and coarse aggregate
	Table 3137-4, "Coarse Aggregate Designation for Concrete"
1	ASTM #467
2	ASTM #67
3	ASTM #7
4	ASTM #89
7	CA-70
8	CA-80

S-33.5 MnDOT 2462.2.F.1.e shall be deleted and replaced with the following:

F.1.e Additional Concrete Mix Designation Digits

Specialty concrete mixes require additional concrete digits in accordance with Table 2462-6. The Precaster may add additional digits to the right of the required digits in the concrete mix number.

S-33.6 MnDOT 2462.2.F.1.f and MnDOT 2462.2.F.2.g shall be deleted.

S-33.7 Table 2462-6 of MnDOT 2462.2.F.2.a shall be deleted and replaced with the following:

Table 2462-6
Precast Concrete Mix Design Requirements

Concrete Grade	**Mix Number ***	**Intended Use ‖**	**Maximum w/c ratio**	**Cementitious Content (lbs/cy)**	**Maximum %SCM (Fly Ash/ Slag/ Ternary)**	**Slump Range ‡**	**Minimum Compressive Strength, f'c (28-day) #**	**3137 Spec.**
W	1W82	Bridge Girders	0.42	660 – 850	30/35/40	1 – 8"	Design Strength Per Plan	2.D.1
	3W82	Noisewall posts, box culverts, bridge girders†	0.42	660 - 850	30/35/40	1 – 8"	Design Strength Per Plan	2.D.1
Y	3Y82	Wetcast retaining wall blocks, noisewall panels, equipment pad	0.45	605 – 850	30/35/40	1 – 8"	4000 psi	2.D.1
	3Y82	Thin Panel Retaining Walls	0.45	605 – 850	30/35/40	1 – 8"	4000 psi	2.D.2

Table 2462-6
Precast Concrete Mix Design Requirements

Concrete Grade	Mix Number *	Intended Use ‖	Maximum w/c ratio	Cementitious Content (lbs/cy)	Maximum %SCM (Fly Ash/ Slag/ Ternary)	Slump Range ‡	Minimum Compressive Strength, f'c (28-day) #	3137 Spec.
M	3M82	Precast Concrete Barrier	0.45	530 – 750	30/35/40	1 – 8"	4500 psi	2.D.1

* The Precaster may choose to use the Coarse Aggregate Designation "1" for the 4th digit in accordance with Table 2462-3, if allowed by the structure.
‖ If the intended use is not included elsewhere in the Specification or Special Provisions, design concrete mix 3W82.
† Review the Plans to determine if the bridge girders require air entrainment.
‡ Flowable slumps exceeding the designated slump range require approval of the MnDOT State Materials Engineer.
# Requires strength cylinders in accordance with 2462.3.G.4 for determining shipping strength.

S-33.8 The second paragraph of MnDOT 2462.2.F.3 shall be deleted and replaced with the following:

Design the concrete mix to an absolute volume of 27.00 – 27.27 cu. ft [1.0 – 1.01 cu. m].

S-33.9 MnDOT 2462.3.G.1 shall be deleted and replaced with the following:

G.1 Placement Temperatures

Maintain concrete at a temperature from 50 °F to 90 °F until placement.

Unless approved cold-weather plans are in-place, do not place concrete when the air temperature is either of the following at the point of placement:

(1) Below 36 °F, or
(2) The National Weather Service predicts the temperature to fall below 36 °F within the following 24 h period.

S-33.10 MnDOT 2462.3.G.4 shall be deleted and replaced with the following:

G.4 Test Methods and Specimens

Perform sampling and testing in accordance with the Concrete Manual and test according to the requirements of the Schedule of Materials Control.

Anyone fabricating concrete cylinders is required to hold either a current ACI Field 1 Technician Certification or a MnDOT Field 1 Technician Certification.

Anyone performing concrete strength testing of cylinders is required to hold one of the following current certifications:

(1.1) ACI Strength Testing Technician Certification,
(1.2) MnDOT Strength Testing Technician Certification, or
(1.3) WisDOT Strength Testing Technician Certification.

Furnish molds based on the maximum size aggregate for the test specimens in accordance with the following:

(2.1) 4 in × 8 in cylinder molds,
(2.2) 6 in × 12 in cylinder molds for maximum aggregate sizes greater than 1¼ in.

G.4.a Strength Cylinders

The Precaster will cast all strength cylinders to determine the following:
(3.1) Handling or "Stripping" Strength
(3.2) Shipping Strength
(3.3) Verification

Cast all cylinders used for determining strength at each stage for all types of precast operations. Cure all cylinders in the same location and under the same conditions as the concrete structure or unit involved meeting the requirements of ASTM C39.

S-34 (2503) CONNECT TO EXISTING STORM SEWER

This work consists of constructing connections into existing storm sewers in accordance with the applicable MnDOT Standard Specifications and the following:

Measurement will be made by the number of connections constructed as specified. Payment will be under Item 2503.602 (Connect to Existing Storm Sewer) at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to connect the proposed drainage structure to the existing storm sewer pipe. Any damage caused to the existing storm sewer pipe shall be repaired at no expense to the Department and to the satisfaction of the Engineer.

S-35 (2404) CONNECT TO EXISTING WATERMAIN

This work consists of constructing connections into existing watermain in accordance with the applicable MnDOT Standard Specifications and the following:

Measurement will be made by the number of connections constructed as specified. Payment will be under Item 2504.602 (Connect to Existing Watermain) at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto, including but not limited to, all materials and labor necessary to connect to the existing watermain. Any damage caused to the existing watermain pipe shall be repaired at no expense to the Department and to the satisfaction of the Engineer.

S-36 (2504) ADJUST HYDRANT AND VALVE

This work shall consist of relocating hydrants and valves with housings after extending the leads, at a location outside of the roadbed, as directed by the Engineer, in accordance with the following:

S-36.1 All additional materials furnished under this specification shall be new and like in kind to that in place.

S-36.2 Prior to relocation, the hydrant and gate valve shall be cleaned of all foreign matter and after installation shall be disinfected in accordance with the procedures described in paragraphs No.'s 1227 and 1228 of Section XII "Manual of Water Supply Sanitation" of the Minnesota Department of Health.

S-36.3 Hydrant and valve relocation will be measured by the number of hydrants installed complete with gate valve and housing as specified. Payment will made under Item 2504.602 (Adjust Hydrant and Valve) at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto including, but not limited to, any additional water leads, drain pits, concrete blocking, extensions, risers or fittings necessary to complete the relocation.

S-37 (2504) HYDRANT

This work shall consist of installing new hydrants as directed by the Engineer.

S-37.1 See Section 02510 for additional hydrant specifications.

S-37.2 All materials furnished under this specification shall be new.

S-37.3 Prior to its installation, the hydrant shall be cleaned of all foreign matter and after installation shall be disinfected in accordance with the procedures described in paragraphs No.'s 1227 and 1228 of Section XII "Manual of Water Supply Sanitation" of the Minnesota Department of Health.

S-37.4 Hydrant installation will be measured by the number of hydrants installed complete as specified. Payment will be made under Item 2504.602 (Hydrant) at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto including, but not limited to any additional water leads, drain pits, concrete blocking, extensions, risers or fittings necessary to complete the new installation.

S-38 (2504) INSTALL VALVE AND BOX

This work shall consist of installing a new valve and box in accordance with the applicable MnDOT Standard Specifications, as detailed in the Plan, and the following:

S-38.1 See Section 02510 for additional valve and box specifications.

S-38.2 Prior to installation, the valve and box shall be cleaned of all foreign matter and after installation shall be disinfected in accordance with the standard procedures of the Minnesota Department of Health.

S-38.3 Measurement will be made by the number of valves and boxes installed as specified. Payment will be made under Item 2504.602 (__" Gate Valve and Box) at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto to install the valve and box complete and inplace.

S-39 (2504) ADJUST VALVE BOX

This work shall consist of adjusting existing valve boxes to new surface elevations without changing the elevation of the valves. The work shall be performed to the satisfaction of the Engineer in accordance with the following:

Measurement will be made by the number of boxes adjusted. Payment will be made under Item 2504.602 (Adjust Valve Box) at the Contract bid price per each, which shall be compensation in full for all costs incidental thereto including, but not limited to, furnishing extensions as required and replacing any materials damaged by the Contractor's operations.

S-40 (2504) WATERMAIN PIPE AND FITTINGS

S-40.1 See Section 02510 for specifications related to watermain pipe and fittings.

S-41 (2504) POLYSTYRENE INSULATION

This work shall consist of furnishing and installing 4 inch thick insulation board above the watermain at the locations designated in the Plan. This work shall be performed in accordance with the details shown in the Plans, the applicable MnDOT Standard Specifications, and the following:

S-41.1 The insulation board shall be rigid expanded polystyrene conforming to the material requirements of MnDOT 3760. Styrofoam S.M. and Styrofoam TG brand insulation is an approved insulation material.

S-41.2 The insulation material shall be furnished in panels 1 inch [25 mm] thick and shall be placed on a smooth level foundation in a staggered manner that will provide joint overlaps a minimum of 6 inches [150 mm] on the underlying sheets and the edges shall be trim and square. A minimum of two (2) wood skewers per board in each

layer driven flush with the surface of the material shall be utilized to hold the insulation material in place during the backfill operations.

S-41.3 The placement of the backfill material over the insulation board and compaction thereof shall be accomplished in a manner that will preclude damage to the insulation material. Construction equipment of any kind shall not operate directly on the insulation board. Sections of insulation board damaged by the Contractor's construction operations shall be replaced at the Contractor's own expense.

S-41.4 No separate payment will be mad for Polystyrene Insulation, it should be considered incidental to the item it is insulating.

S-42 (2506) MANHOLES AND CATCH BASINS

MnDOT 2506 is hereby modified and/or supplemented with the following:

S-42.1 Adjusting Rings manufactured from High Density Polyethylene (H.D.P.E.) are approved as an alternate to concrete adjusting rings. It is important that the H.D.P.E. adjusting ring be sealed with the product recommended by the manufacturer.

S-42.2 Construct Drainage Structure Design Special 1

A. This pay item shall be considered full compensation to construct a 48-inch diameter manhole 48-4020 style with a 2 x 3 opening in the top slab as shown in the detail in the plan set.

S-42.3 Construct Drainage Structure Design Special 2

A. This pay item shall be considered full compensation to construct a 2’ x 3’ structure as shown in the detail in the plan set.

S-42.4 Adjust Frame and Ring Casting

A. Adjust Frame and Ring Casting shall be paid per EACH for adjusting existing castings to proposed grade or any additional adjustments of new castings from base course to wear course elevation.

1. Initial adjustment of new casting shall be considered incidental to the casting being installed.

S-43 (2521) CONCRETE WALK (ADA)

This work shall consist of constructing Concrete Walk, including necessary Subgrade Preparation, Aggregate Base, and Grading as indicated in the Plan, in accordance with the provisions of MnDOT 2112, 2211, 2521, other Contract provisions, and the following:

S-43.1 CONSTRUCTION REQUIREMENTS

(A) **Concrete Walk** – The walk shall be constructed as detailed in the Plan and conform to the requirements of MnDOT 2521, Walks.

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.

All existing signs shall be salvaged and reinstalled as directed by the Engineer or as indicated in the Plan.

(B) **Grading** – If not otherwise detailed in the Plan, all fill sections shall be graded flush with the top of walk for a minimum 18 inches from the edge of walk and then down at a maximum 1:3 slope to existing terrain. The Contractor shall blend in the toe of fill slope and adjacent areas so as not to adversely affect drainage.

(C) **Landings** – An initial landing is the first required landing of a pedestrian ramp. All initial landings required at the top of a ramped sloped surface (>2% longitudinal slope), shall be formed and placed separately in an independent concrete pour. This does not include initial landings placed at roadway grade such as depressed corners, parallel ramps, rural flat landings, or flat cut-throughs. Secondary landings consist of all landings beyond the initial landing. These secondary landings do not require a separate landing pour. All landings adjacent to push buttons shall be formed and placed separately in an independent concrete pour, regardless of ramp type.

Wet casting or drill and grouting of dowel bars will be required in accordance with the details shown in Standard Plan 5-297.250 Sheet 5 of 5. These bars may be either smooth or deformed and shall be installed with 2 inch minimum concrete cover.

When not accounted for in the Plan, payment for these bars will be made under Item 2301.602 (Drill & Grout Reinforcement Bar (Epoxy Coated)) by the Each at the Predetermined Price of $10.00 per bar furnished and installed. All necessary subgrade preparation and aggregate base placement for the entire ramp construction limit shall be done before the initial landing is constructed at each location.

S-43.2 METHOD OF MEASUREMENT

Measurement of Concrete Walk will be made by top surface area.

S-43.3 BASIS OF PAYMENT

Payment will be made under Item 2521.618 (Concrete Walk) at the Contract bid price per square foot, including the area of walk under the truncated domes, which shall be compensation in full for all costs of furnishing, and installing the required material. In areas where Directional Curb is constructed, the triangular area that is behind the projected back of curb line will be paid for as Concrete Walk at the Contract bid price for Item 2521.618 (Concrete Walk). All excavation or borrow including hauling or disposal that is necessary to meet the walk grades in the Contract shall be incidental unless specifically provided for in the Plan. If common borrow requirements exceed 8 cubic yards (CV) at any individual site/quadrant, than the common borrow required at that location and not specifically accounted for in the Plan will be paid for at $20 per cubic yard (CV).

If the Plan calls for payment of Aggregate Base and/or other Grading items for a pedestrian facility, then payment will only be made for the locations specifically provided for in the Plan. All salvaging and reinstalling of signs as a result of concrete walk construction shall be incidental unless specifically provided for in the Plan.

S-44 (2531) CONCRETE CURB AND GUTTER (ADA)

This work shall consist of constructing Concrete Curb and Gutter and the necessary Aggregate Base in accordance with the provisions of MnDOT 2531, other Contract provisions, and the following:

S-44.1 CONSTRUCTION REQUIREMENTS

Concrete Curb and Gutter - The curb and gutter shall be constructed to meet the details in the Plan. The transition from the existing curb and gutter section to the new curb and gutter section should occur within 5-10 feet of the point where the curb and gutter construction begins. The gutter inslope shall be constructed as detailed in the Plans. The gutter inslope transitions shall occur outside of the zero height curb area. The proposed gutter width shall be modified as necessary so as not to protrude into the adjacent travel lane with approval from the Engineer.

At all locations where new curb and gutter meets existing curb and gutter, place saw cut to leave a minimum 3 feet of in place curb and gutter between an existing joint and the proposed saw cut. If the 3 foot minimum cannot be maintained, place the saw cut over the existing joint. At this saw cut location the

Contractor shall drill and grout 2 No. 4 x 12 inch long reinforcement bars (Epoxy coated). Reinforcement bars shall be placed a minimum of 3 inches from face and back of gutter section. When not accounted for in the Plan, payment for these bars will be made under Item 2301.602 (Drill & Grout Reinforcement Bar (Epoxy Coated)) by the Each at the Predetermined Price of $ 10.00 per bar furnished and installed.

The Contractor must form, at a minimum, the top 1.5 inches of the gutter face. The Contractor shall not use the existing roadway edge as a form for the top 1.5 inches of the gutter face unless approved by the Engineer.

If the gutter flow line in front of the proposed curb ramps exceeds 2.0% slope, the flow line should be adjusted to allow a flatter slope in front of the curb ramps, but still provide positive drainage. The bituminous patch in front of the truncated domes must not exceed 5% measured perpendicular to the flow line. In no case shall a newly constructed curb and gutter flow line exceed 8% unless the roadway profile exceeds 8%.

The Contractor shall not alter any existing drainage patterns unless called for in the plans or approved by the Engineer.

The Contractor shall construct a contraction joint through the curb and gutter section at the bottom of the curb height transitions where the curb height equals zero inches. If any curb and gutter joints fall within the PAR, they shall meet MnDOT 2521.3C.

When constructing directional curb where truncated domes are placed perpendicular to the path of travel, the concrete between the grade break/edge of truncated domes and the gutter toe shall be constructed integral.

S-44.2 METHOD OF MEASUREMENT

Measurement of Concrete Curb and Gutter will be by the linear foot measured at the face of the curb.

S-44.3 BASIS OF PAYMENT

Payment will be made under Item 2531.603 (Concrete Curb and Gutter) at the Contract bid price per linear foot, which shall be compensation in full for all costs of furnishing and installing the required material including Aggregate Base.

S-45 (2531) TRUNCATED DOMES

This work consists of furnishing and installing Truncated Dome Systems (detectable warning surfaces) at pedestrian curb ramps in compliance with the Public Rights-of-Way Accessibility Guidelines (PROWAG). This work shall be performed in accordance with the applicable MnDOT Standard Specifications, these Special Provisions, the details in the Plan, and the following:

S-45.1 CONSTRUCTION REQUIREMENTS

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.

The Contractor will be allowed to interchange 9 foot 5 inch and 10 foot radial truncated domes when either is called for in the Plan. If the Contractor does make a substitution, the Contractor will be required to modify the curb line radius to match the truncated domes and meet the detectable edge requirements shown on Standard Plan Sheet No. 5-297.250 (Sheet 4 of 5). The Contractor will be allowed to adjust plan locations of zero inch height curb up to 6 inches laterally to make field fit adjustments for radial truncated domes placement.

S-45.2 METHOD OF MEASUREMENT

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 S.F.

S-45.3 BASIS OF PAYMENT

Payment will be made under Item 2531.618 (Truncated Domes) at the Contract bid price per square foot, which shall be compensation in full for furnishing and installation of truncated domes. If additional radial domes are required and not called for in the plans they will be paid for at 4 square feet per each additional plate.

S-46 (2563) TRAFFIC CONTROL SUPERVISOR

The Contractor shall provide a Traffic Control Supervisor for all major traffic control modifications to the Project, in accordance with Contract provisions and as directed by the Engineer.

S-46.1 The Contractor shall provide a Traffic Control Supervisor for all major traffic control modifications listed below:

1. Initial startup of the Project
2. Whenever any bypass is placed into operation
3. Winter suspension traffic control adjustment operation
4. Spring start-up traffic control adjustment operation
5. Completion of the Project
6. Any other major changes to the Traffic Control set-up (due to Contractors staging of operations)

The Traffic Control Supervisor shall be on site 3 days prior to all major traffic control modifications listed above until the major traffic control modification is functioning properly allowing for safe, long term accommodations for traveling public.

During the 3 day time period prior to the major traffic control modification, the Traffic Control Supervisor will be expected to be on-site to develop a site plan for the major traffic control modification, to determine and ensure timely delivery of the proper quantity of traffic control devices, and to develop staging plans for the major traffic control modification operation. The Traffic Control Supervisor shall then coordinate and direct the installation of the devices as well as the staging of the traffic control modification to ensure a safe and efficient transition is completed. Following the transition, the Traffic Control Supervisor shall monitor the traffic flow of the site(s) in question and make modifications necessary to provide for the safe and efficient passage of the traveling public.

S-46.2 The Traffic Control Supervisor shall be certified as a worksite supervisor by MnDOT. A copy of the traffic Control Supervisor's certification shall be provided to the Engineer at the Project pre-construction conference.

MnDOT certification as a Traffic Control Supervisor can be obtained by attending a 3 day MnDOT Traffic Control Supervisor Course within the last 5 years. Additional information on MnDOT's certification can be obtained by contacting Leigh Kriewall at 651-366-4217.

The National ATSSA Traffic Control Supervisor Certification will not be accepted.

(A) The Contractor shall, at the pre-construction conference, designate a Traffic Control Supervisor who shall be responsible for and perform the traffic control management. The traffic Control Supervisor shall be either an employee of the Contractor other than the superintendent, or an employee of a firm which has a subcontract for overall traffic control management for the project. The Traffic Control Supervisor shall be responsible for the management of the traffic control operations of the Project, including those of the Contractor,

subcontractors, and suppliers. The primary responsibility of the Traffic Control Supervisor shall be the Traffic Control Management of this Project.

(B) The Traffic Control Supervisor shall have the authority needed to effectively require modifications and maintenance of traffic controls. This includes having the authority necessary to obtain and use all labor, equipment, and materials needed to provide and maintain traffic control in routine and in emergency situations.

(C) The Traffic Control Supervisor shall have an up-to-date copy of the Part VI of the MN MUTCD (Minnesota Manual on Uniform Traffic Control Devices), including the "Field Manual for Temporary Traffic Control Zone Layouts," and " A Guide to Establishing Speed Limits in Highway Work Zones."

S-46.3 Traffic control management by the Traffic Control Supervisor includes, but is not limited to:

1. Ensuring that traffic control devices are functioning as required. This includes the repair or replacement of all signs, barricades, and other traffic devices that become damaged, moved, or destroyed, or lights that cease to function properly, and barricade weights that are damaged or otherwise fail to stabilize barricades.

2. Providing sufficient surveillance of signs, barricades, and other traffic control devices. This includes inspecting traffic control devices on every calendar day that traffic control devices are in use (by the Traffic Control Supervisor or his approved representative). Routine surveillance reports shall be submitted to the Project engineer weekly.

3. The Traffic Control Supervisor will be on the Project every working day, "on call" at all times, and available within 45 minutes of notification, at other than normal working hours. The Contractor shall give the Engineer, the names, addresses, and phone numbers of at least three individuals (one of which is the Traffic Control Supervisor) responsible to provide and ensure immediate attention to the traffic control management.

S-46.4 Traffic Control Supervisor shall be provided by the Contractor during the time periods indicated above. For any period of time the Traffic Control Supervisor is not available to provide traffic control management, the Contractor will be subject to an hourly charge assessed at a rate of $250.00 per hour for each hour or any portion thereof which the Engineer determines that the Contractor has not complied.

S-46.5 No measurement will be made of the various duties of the Traffic Control Supervisor, but all such work shall be construed to be included in the lump sum payment under Item 2563.601 (Traffic Control Supervisor). The lump sum payment shall be compensation for all costs incidental thereto.

S-47 (2573) STORM WATER MANAGEMENT

REVISED 03/01/16
SP2016-243

MnDOT 2573 is modified as follows:

S-47.1 The following is added to MnDOT 2573.5:

J Unit Prices

The Department will pay the following unit prices for temporary sediment control items in the absence of a Contract bid price:

Bale Barrier .....$4.10 /ln ft ($13.45/meter)
Silt Fence, HI.....$3.00/ ln ft ($10/meter)
Silt Fence, Type MS.....$2.00/ ln ft ($6.50/meter)
Silt Fence, Type SD .....$10.00/ ln ft ($32.80/meter)
Sandbag Barrier.....$6.00 square foot ($64.68/ sq meter)

Flotation Silt Curtain, Type: Still Water, 1.2 m (4 foot) depth.....$12.50 / ln ft ($41.00/meter)
Sediment Trap Excavation .....$5.50/cubic yard ($7.20/cubic meter)
Bituminous Lined Flume..... $50.00/square yard ($59.52/square meter)
Sediment Removal, Backhoe .....$175.00/ hour
Sediment Removal, Vacuum truck.....$250.00 /hour
Sediment Control Log, Type Wood Fiber.....$4.00/ ln ft ($13.00/meter)
Sediment Control Log, Type Rock.....$5.00/ ln ft ($16.50/meter)
Flocculant Sock.....$200 each

S-48 (2575) ESTABLISHING TURF AND CONTROLLING EROSION

REVISED 11/06/15

MnDOT 2575 is modified as follows:

S-48.1 The provisions of MnDOT 2575.5(L), "Payment Schedule" are modified as follows:

L Payment Schedule

The Department will pay for establishing and maintaining turf and controlling erosion on the basis of the following schedule:

Item No.:	Item:	Unit:
2575.501	Seeding	acre [hectare]
2575.502	Seed, Mixture ___, or (Species)	pound [kilogram]
2575.505	Sod, Type ___	square yard [square meter]
2575.511	Mulch Material, Type ___	ton [metric ton]
2575.513	Mulch Material, Type ___	cubic yard [cubic meter]
2575.515	Mulch Material, Type 4	square yard [square meter]
2575.518	Temporary Poly Covering	square yard [square meter]
2575.519	Disk Anchoring	acre [hectare]
2575.523	Erosion Control Blanket, Category ___*	square yard [square meter]
2575.525	Turf Reinforcement Mat, Category ___	square yard [square meter]
2575.526	Compost Blanket	square yard [square meter]
2575.527	Shoulder Mulch Overspray	pound [kilogram]
2575.535	Water	M gallons [cubic meter]
2575.541	Mowing	acre [hectare]
2575.545	Weed Spraying	acre [hectare]
2575.547	Weed Spray Mixture	gallon [liter]
2575.555	Turf Establishment	lump sum
2575.560	Hydraulic ___ Tackifier	pound [kilogram]
2575.560	Hydraulic ___ Matrix	pound [kilogram]
2575.561	Hydraulic ___ Tackifier	square yard [square meter]
2575.561	Hydraulic ___ Matrix	square yard [square meter]
2575.570	Rapid Stabilization Method 1	acre [hectare]
2575.570	Rapid Stabilization Method 2	acre [hectare]
2575.571	Rapid Stabilization Method 3	M gallons [cubic meter]
2575.572	Rapid Stabilization Method 4	square yard [square meter]
2575.573	Rapid Stabilization Method 5	ton [metric ton]

* If maintenance applies, the Department will place the subnote, "Includes Maintenance" on the pay item shown in the summary of quantities on the plans.

S-48.2 The following is added to MnDOT 2575.5:

M Unit Prices

The Department will pay the following unit prices for temporary erosion control items in the absence of a Contract bid price:

Disc anchoring..... $45.00/ acre ($110.00/ hectare)
Temporary Seed Mixtures
21-111, 21-112 or 21-113 .....$1.25/ pound ($2.50 /kilogram)
22-111 .....$2.00 /pound ($4.44/ kilogram)
Erosion Control Blanket
Category 3N ..... $1.80/square yard ($2.15/ square meter)
Category 4N ..... $2.10/square yard ($2.51/ square meter)
Rapid Stabilization
Method 1 .....$465.00/acre ($1162.5/hectare)
Method 2 .....$800.00/acre ($1976.75/hectare)
Method 3 .....$726.00/M gallon ($149.5/cubic meter)
Method 4 ..... $1.84/sq yd ($2.20/square meter)
Hydraulic mulch $1.86/lb ($3.33/kilogram)
Hydraulic Stabilized Fiber Matrix.....$1.81/lb ($4.4/kilogram)
Hydraulic Reinforced Fiber Matrix $1.77/lb ($4.4/kilogram)
Water..... $17.00/M gallon ($0.53/cubic meter)
Mowing ..... $160.00/ acre ($400.00/hectare)
Weed Spraying ..... $60.00 /acre ($150.00/hectare)

S-49 (3137) COARSE AGGREGATE FOR PORTLAND CEMENT CONCRETE

REVISED 01/08/16

MnDOT 3137 is hereby modified as follows:

S-49.1 The first paragraph of MnDOT 3137.2.D.2 shall be deleted and replaced with the following:

Provide coarse aggregate in accordance with 3137.2.D.1, “Coarse Aggregate for General Use,” except as modified by Table 3137-2.

S-49.2 Table 3137-2 (h) of MnDOT 3137.2.D.2 shall be deleted and replaced with the following:

h)	Absorption for Class B aggregate for all concrete bridge decks and bridge barrier	≤ 1.10

S-49.3 Table 3137-4 of MnDOT 3137.2.E shall be deleted and replaced with the following:

Table 3137-4
Coarse Aggregate Designation for Concrete,
percent by weight passing square opening sieves

	Coarse Aggregate Designation					
	1	**2**	**3**	**4**	**7**	**8**
Sieve Sizes	**ASTM #467**	**ASTM #67***	**ASTM #7***	**ASTM #89**	**CA-70**	**CA-80**
2 in [50 mm]	100	-	-	-	-	-
1½ in [37.5 mm]	95 – 100	-	-	-	-	-
1 in [25.0 mm]	-	100	-	-	-	-
¾ in [19.0 mm]	35 – 70	90 – 100	100	-	-	-
5/8 in [16.0 mm]	-	-	-	-	100	-
½ in [12.5 mm]	-	-	90 – 100	100	85 – 100	-

⅜ in [9.5 mm]	10 – 30	20 – 55	40 – 70	90 – 100	50 – 100	100
No.4 [4.75 mm]	0 – 5	0 – 10	0 – 15	20 – 55	0 – 25	55 – 95
No.8 [2.36 mm]	-	-	-	5 – 30	-	-
No.16 [1.18 mm]	-	-	-	0 – 10	-	-
No.50 [300 µm]	-	-	-	0 - 5	-	0-5
*ASTM #67 and ASTM #7 Gradations are MnDOT Modified.						

S-50 (3138) AGGREGATE FOR SURFACE AND BASES COURSES
REVISED 12/02/16

MnDOT 3138 is modified as follows:

S-50.1 Add the following to MnDOT 3138.2D Surfacing Aggregates:

(5) Provide aggregate with a minimum clay content of 3% and a Plasticity Index (PI) of 5 – 12. The requirements for PI and minimum clay content are met, if the bitumen content is 1% or greater, the material is composed of at least 25% recycled materials or is composed of at least 50% crushed quarry aggregate.

S-50.2 Replace that portion of MnDOT 3138.2.E which occurs prior to Table 3138-3 with the following:

E Gradation Requirements

(1) For products containing less than 25 percent recycled materials, conform to Table 3138-3.
(2) For products containing 25 percent or more recycled materials and less than 75% recycled concrete, conform to Table 3138-4. Bituminous millings meeting a gradation of 100% passing the 1.5” sieve and 95-100% passing the 1” sieve may be used for the 1-2’ fillet/rollover outside of a paved shoulder for class 1 and class 2.
(3) For products containing 75 percent or more recycled concrete, conform to Table 3138-5.
(4) Perform gradation tests prior to bituminous extraction.

S-50.3 Add the following to MnDOT 3138.3:

G Particle Size Analysis Laboratory Manual Method 1302

H Liquid Limit Determination Laboratory Manual Method 1303

I Plastic Limit Determination Laboratory Manual Method 1304

3. (3151) BITUMINOUS MATERIAL (MSCR)
NEW WRITEUP 01/15/16

MnDOT 3151 is modified as follows:

S-50.4 Replace MnDOT 3151.2.A with the following:

A Asphalt Binder

Only use Performance Graded (PG) Asphalt Binder meeting the requirements of AASHTO M 332, Table 3151-1A, and the Combined State Binder Group Method of Acceptance for Asphalt Binder, available on the Asphalt Products page of the Approved/Qualified Products List.

Table 3151-1A
Multi Stress Creep Recovery (MSCR) Test Requirements

Grade*	Binder Code for 2360 Mix Design	Jnr@3.2kPa, maximum	%R @ 3.2kPa, min.**	Jnr Difference, max***
PG 58S-28	B	4.5	N/A	75 %
PG 58H-28	E	2.0	30 %	75 %
PG 58V-28	H	1.0	55 %	75 %
PG58E-28		0.5	75 %	N/A
PG58S-34		4.5	N/A	75 %
PG58H-34	C	2.0	30 %	75 %
PG58V-34	F	1.0	55 %	75 %
PG58E-34	I	0.5	75 %	N/A
PG49S-34	M	4.5	N/A	75 %
PG52S-34	A	4.5	N/A	75 %
PG64S-22	L	4.5	N/A	75 %

* LTPP Bind temperature for Minnesota is 58°C for the high PG Binder Grade temperature. The bottom three grades are special use binders and are to be tested at the high temperature indicated by the grade (example: PG 49S-34 is tested @ 49C).
** Use in place of Appendix X1 in AASHTO - M332.
*** Jnr Difference is waived for "E" grade binders.

Use asphalt binder supplier recommendations for mixing and compaction temperatures.

S-51 FINAL ESTIMATE AND FINAL PAYMENT

The following provisions shall apply to preparation of the Final Estimate and execution of Final Payment under this Contract:

S-51.1 FINAL ESTIMATE

State Law provides that the final estimate will be made within 90 days after completion of all work required under this Contract. If, however, the total value of the Contract exceeds $2,000,000.00, the 90 day requirement will not apply and the time allowed for making such final estimate shall be 180 days after the work under this Contract has been, in all things, completed to the satisfaction of the Commissioner.

EQUAL EMPLOYMENT OPPORTUNITY (EEO) SPECIAL PROVISIONS

This section of Special Provisions contains the Equal Employment Opportunity (EEO) rules and regulations for highway construction projects in Minnesota which are federally and/or State funded.

The source of funding determines which EEO regulations and goals (Federal and/or State goals) apply to a specific project. When a project contains funding from both Federal and State sources, both sets of regulations apply, and the Minnesota Department of Transportation (MnDOT) monitors and reviews projects at both levels.

If the project contains any Federal funding, and has a total dollar value exceeding $10,000, Federal EEO regulations and goals apply (pages 2, 6, 7-8, 9-14, 15, 16-17, 22-26, 27-38). The MnDOT Office of Civil Rights monitors and reviews these projects on behalf of the Federal Highway Administration (FHWA), under Federal statutes (23 USC 140) and rules (23 CFR 230).

If the project contains any State funding, and has a total dollar value exceeding $100,000, State EEO regulations and goals apply (pages 2, 3, 4, 5, 6, 9-14, 16-22). MnDOT's Office of Civil Rights monitors and reviews these projects in conjunction with the Minnesota Department of Human Rights under Minnesota Statutes §363A.36 and its accompanying rules.

MnDOT has established a single review and monitoring process which meets both Federal and State requirements.

Please note that Pages 23-38 of these Special Provisions may be omitted from projects with no Federal funding.

CONTENTS

Notice of Requirement for Affirmative Action 2
Notice of Pre-Award Reporting Requirements....3
Minnesota Affirmative Action Requirements....4
Appropriate Work Place Behavior....5
Notice to All Prime and Subcontractors: Reporting Requirements....6
Specific Federal Equal Employment Opportunity Responsibilities 7
Standard Federal and State Equal Employment Construction Contract Specifications 9
Equal Opportunity Clause....15
Minority and Women Employment Goals Chart....16
Sample Summary of Employment Activity, Form EEO-12 18
Sample Monthly Employment Compliance Report, Form EEO-13 20
EEO Compliance Review Report 22
On-The-Job Training Program: Trainee Assignment 23
Certification of On-the-Job Training Hours: Federal-Aid Projects 24
On-the-Job Training (OJT) Program Approval Form....25
On-the-Job Training (OJT) Program Trainee Termination Form....26
Required Contract Provisions: Federal-Aid Construction Contracts....27

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (23 USC 140, 23 CFR 230 and Minnesota Statute §363A.36)

1. The offerer's or bidder's attention is called to the "Minnesota Affirmative Action Requirements" (EEO Page 4), the "Specific Federal Equal Employment opportunity Responsibilities" (EEO Pages 7-8), the "Standard Federal and State Equal Employment Opportunity Construction Contract Specifications" (EEO Pages 9-14), the "Equal Opportunity Clause" (EEO Page 15) and "Required Contract Provisions - Federal-Aid Construction Contracts" (EEO Pages 27-38).

2. The goals and timetables for minority and women participation, expressed in percentage terms of hours of labor for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as shown on EEO Pages 16-17.

   These goals are applicable to all the Contractor's construction work (whether or not it is State or State assisted, Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

   The Contractor's compliance with the regulations in 41 CFR Part 60-4, and/or Minnesota Statutes §363A.36 and its accompanying rules shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) for Federal or federally assisted projects, and Minnesota Statutes §363A.36, and its accompanying rules for State or State assisted projects, and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and women employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority and women employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4 for Federal or federally-assisted projects and/or Minnesota Statutes §363A.36 and its accompanying rules for state or state-assisted projects. Compliance with the goals will be measured against the total work hours performed.

3. If the contract is federally funded, the Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within ten working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. If the contract is state funded, the Contractor shall provide written notification to the Compliance Division, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155 within ten working days of award of any construction subcontract in excess of $100,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the Subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the county or counties of the State of Minnesota where the work is to be performed.

NOTICE TO ALL PRIME AND SUBCONTRACTORS
PRE-AWARD REPORTING REQUIREMENTS

In order to ensure compliance with Federal and State laws and regulations (23 USC 140, and 23 CFR 230, and Minnesota Statutes §363A.36) and to ensure Mn/DOT's ability to monitor and enforce compliance efforts, the following requirements apply if the apparent low bid exceeds $ 5,000,000.00:

1) The Apparent Low Bidder ("ALB") must provide to Mn/DOT the "EEO-8 Form" (also entitled "EEO Compliance Review Report"), which must provide detail on the contractor's total company workforce in the State of Minnesota during the twelve month period preceding July 30th of the previous year (Office and/or clerical personnel need not to be included).

2) The ALB must provide to Mn/DOT a work plan for meeting the minority and women employment goals established by the Minnesota Department of Human Rights, for the project in question. The work plan must include, at a minimum (1) how the ALB will incorporate its current minority and women employees in the ALB's efforts to meet the established goals; and (2) a contingency plan if the ALB has determined that its current workforce is not sufficient in order to achieve the established employment goals. If the ALB relies in whole or in part upon unions as a source of employees, then the ALB must (1) include a list of established organizations that are likely to yield qualified minority and women candidates if those union(s) are unable to provide a reasonable flow of minority and women candidates in their work plan; and (2) document the method by which these organizations will refer candidates to the ALB for employment opportunities. All bidders are hereby notified that the U.S. Department of Labor has determined that a contractor will not be excused from complying with the Federal and State laws and regulations cited above based solely on the fact that a contractor has a collective bargaining agreement with a union providing for the union to be the exclusive source of referral and that the union failed to refer minority employees. A contractor may obtain a list of organizations likely to yield qualified minority and women candidates from the Mn/DOT Office of Civil Rights.

3) The ALB must provide to Mn/DOT the ALB's total workforce and labor projections for the project (represented in hours), the ALB's projected total number of minority hours for the project, and the ALB's projected total number of women hours for the project. The details must include the trade(s) that will be utilized in order to complete the project.

The ALB must submit documents as required to comply with this section no later than five business days after the date that bids for the contract are opened. The five day period starts the business day following the date that bids were opened. The required documents must be received prior to Contract Award, and must be sent to the Mn/DOT Office of Civil Rights – 395 John Ireland Blvd., Mail Stop 170 St. Paul, MN 55155-1899. Submittal of the documents described in (1), (2) and (3) is required for contract award to the ALB. The submitted documents will be used as a tool to assist contractors in meeting employment goals; the content itself will not be evaluated for the purpose of determining contract award.

MINNESOTA AFFIRMATIVE ACTION REQUIREMENTS

1. It is hereby agreed between the parties to this contract that Minnesota Statutes, Section §363A.36, and its accompanying rules are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minnesota Statutes, Section §363A.36, and its accompanying rules is available upon request from the contracting agency. The Contractor hereby agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

2. It is hereby agreed between the parties to this contract that this agency requires that the Contractor meet affirmative action criteria as provided for by Minnesota Statutes §363A.36 and its accompanying rules. It is the intent of the Minnesota Department of Transportation to fully carry out its responsibility for requiring affirmative action, and to implement sanctions for failure to meet these requirements. Failure by a contractor to implement an affirmative action plan, meet project employment goals for minority and women employment or make a good faith effort to do so may result in revocation of his/her Certificate of Compliance or suspension or revocation of the contract (Minnesota Statutes §363A.36).

3. Under the affirmative action obligation imposed by the Human Rights Act, Minnesota Statutes, Section §363A.36, contractors shall take affirmative action to employ and advance in employment minority, female, and qualified disabled individuals at all levels of employment. Affirmative action must apply to all employment practices, including but not limited to hiring, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall recruit, hire, train and promote persons in all job titles, without regard to race, color, creed, religion, sex, national origin, marital status, status with regard to public assistance, physical or mental disability, sexual orientation or age except where such status is a bona fide occupational qualification. These affirmative action requirements of the Minnesota Human Rights Act are consistent with but broader than the Federal requirements as covered in this contract.

4. Affirmative Action for disabled workers. The Contractor shall not discriminate against any employee or applicant for employment because of a physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship). In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights pursuant to the Minnesota Human Rights Act.

5. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment minority, women and qualified disabled employees and applicants for employment, and the rights of applicants and employees. **A poster entitled "Contractor Non-discrimination is the Law" may be obtained from: Compliance Unit, Minnesota Department of Human Rights, Freeman Building, 625 Robert Street North, Saint Paul, Minnesota 55155**. (651) 539-1100, TTY 296-1283, Toll Free 1-800-657-3704.

6. The Contractor shall notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes, section §363A.36 of the Minnesota Human Rights Act, and is committed to take affirmative action to employ and advance in employment minority, women and qualified physically and mentally disabled individuals.

APPROPRIATE WORK PLACE BEHAVIOR ON Mn/DOT CONSTRUCTION PROJECTS UTILIZING STATE FUNDS

It is the Minnesota Department of Transportation's (MnDOT's) policy to provide a workplace free from violence, threats of violence, harassment and discrimination. MnDOT has established a policy of zero tolerance for violence in the workplace. Contractors who perform work on MnDOT construction projects, or local government entities or public agencies utilizing state funds on highway construction projects, shall maintain a workplace free from violence, harassment and discrimination (See definitions, below).

Definitions:

1. Violence is the threatened or actual use of force which results in or has a high likelihood of causing fear, injury, suffering or death. Employees are prohibited from taking reprisal against anyone who reports a violent act or threat.

2. Harassment is the conduct of one employee (toward another employee) which has the purpose or effect of 1) unreasonably interfering with the employee's work performance, and/or 2) creating an intimidating, hostile or offensive work environment. Harassment is not legitimate job-related efforts of supervisor to direct/evaluate an employee or to have an employee improve work performance.

A. Unlawful discriminatory harassment is harassment which is based on these characteristics: race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation. Managers, supervisors and employees shall not take disciplinary or retaliatory action against employees who make complaints of sexual harassment.

Sexual harassment is unwelcome sexual advances, requests for sexual favors, or sexually motivated physical contact, or other verbal or physical conduct or communication of a sexual nature, when submission to that conduct or communication is 1) made a term or condition, either explicitly or implicitly, of obtaining employment; or 2) is used as a factor in decisions affecting an individual's employment; or 3) when that conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile or offensive work environment, and the employer knows or should have known of the existence of the harassment and fails to take timely and appropriate action. Examples include but are not limited to insulting or degrading sexual remarks or conduct; threats, demands or suggestions that status is contingent upon toleration or acquiescence to sexual advances; displaying in the workplace sexually suggestive objects, publications or pictures, or retaliation against employees for complaining about the behavior cited above or similar behaviors.

B. General harassment is harassment which is not based on the above characteristics. Examples may include, but are not limited to: physically intimidating behavior and/or threats of violence; use of profanity (swearing), vulgarity; ridiculing, taunting, belittling or humiliating another person; inappropriate assignments of work or benefits; derogatory name calling.

3. Discrimination includes actions which cause a person, solely because of race, color, creed, religion, national origin, sex, disability, age, marital status, status with regard to public assistance or sexual orientation to be subject to unequal treatment.

Prime Contractors who work on MnDOT projects shall ensure that their managers, supervisors, foremen/women and employees are familiar with MnDOT's policy on appropriate work place behavior; and shall ensure that their subcontractors are familiar with this policy. Managers, supervisors and foremen/women will respond to, document, and take appropriate action in response to all reports of violence, threats of violence, harassment or discrimination. Failure to comply with this policy may result in cancellation, termination or suspension of contracts or subcontracts currently held and debarment from further such contracts or subcontracts as provided by statute. If you need additional information or training regarding this policy, please contact the Office of Civil Rights at (651) 366-3073.

NOTICE TO ALL PRIME AND SUBCONTRACTORS
REPORTING REQUIREMENTS

1. In order to monitor compliance with Federal Statutes 23 USC 140 and 23 CFR 230, and Minnesota Statutes §363A.36, all prime contractors and subcontractors are required to complete a Mn/DOT Monthly Employment Compliance Report each month for each project (Form EEO-13, sample copy at EEO Pages 20-21.) Prime contractors are also required to complete a Contractor Employment Data Report (Form EEO-12, sample copy at EEO Pages 18-19) once prior to work commencing on the project, unless one has been completed already within the calendar year.

   The prime contractor of each project collects Monthly Employment Compliance Reports from each subcontractor who performed work during the month, and completes a Monthly Employment Compliance Report on its own work force. **For the month of July only, an EEO-13 is required for each payroll period within the month of July**. The prime contractor submits the EEO-13 forms to the Mn/DOT Project Engineer by the 15th day of the subsequent month.

   Failure to submit the required reports in the allowable time frame will be cause for the imposition of contract sanctions.

   It is the intent of Mn/DOT to implement monitoring measures on each project to ensure that each prime contractor and subcontractor is promoting the full realization of equal employment opportunities. Any project may be scheduled for an in depth on-site contract compliance review. During the scheduled on-site review, the Contractor will be required to provide to Mn/DOT documentation of its "good faith efforts" as shown in EEO Pages 10-13, at 7 a-p of this contract.

2. If a Federally funded project requires On-the-Job-Training (OJT) participation, information is provided in the contract and can be located by referring to the Table of Contents for Division S. (OJT is also listed as a bid line item under Trainees.) When a contract requires OJT participation, the Prime Contractor shall submit a training plan as indicated in the Proposal. The training plan shall include the job classification titles of trainees, planned training activities and the approximate start date of trainees.

3. When a Contractor selects a trainee applicant for OJT, the Contractor completes an On the Job Training Program-Trainee Assignment form (sample copy at EEO Page 23) and submits it to the Contract Compliance Specialist (CCS) assigned to the project for approval. The CCS notifies the Contractor and Project Engineer when the applicant is approved.

4. Hours of work performed by OJT employees shall be documented on a monthly basis on the Certification of On-The-Job Training Hours form, (Mn/DOT Form No. 21860, sample copy at EEO Page 24). The Contractor shall submit the original and one copy to the Project Engineer, and one copy to the CCS assigned to the project.

Do not remove forms from this contract. Please duplicate forms from the copies in this contract, or the Mn/DOT Office of Civil Rights will provide these forms upon request. Please call the Office of Civil Rights, (651) 366-3073.

SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (23 CFR 230, Subpart A, Appendix A, FAPG June 6, 1996)

1. General.
a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.
b. The contractor will work with the State highway agencies and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.
c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment Opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy.
The contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote their full realization of equal employment through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre apprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer.
The contractor will designate and make known to State highway agency contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy.
a. All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action will be made fully cognizant of, and will implement, the contractor's equal employment opportunity policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
(1). Periodic meetings of supervisory and personnel office staff will be conducted before the start of work and then not less often than once every six months, at which time the contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
(2). All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official, covering all major aspects of the contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the contractor.
(3). All personnel who are engaged in direct recruitment for the project will be instructed by the EEO officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.
b. In order to make the contractor's equal employment policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor will take the following actions:
(1). Notices and posters setting forth the contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
(2). The contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment.
a. When advertising for employees, the contractor will include in all advertisements for employees the notation "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
b. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor will, through his/her EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where the implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
c. The contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions. Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:
a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
b. The contractor will periodically evaluate the spread of wages paid within each

SPECIFIC FEDERAL EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES *(cont.)*

classification to determine any evidence of discriminatory wage practices.
c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his/her obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion.
a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees and applicants for employment.
b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e. apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.
c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions. If a contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group members and women so that they may qualify for higher paying employment.
b. The contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the State highway department and shall set forth what efforts have been made to obtain such information.
d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents thecontractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the State highway agency.

9. Subcontracting.
a. The contractor will use his best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from State highway agency personnel.
b. The contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports:
a. The contractor shall keep such records as necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate:
(1) The number of minority and non minority group members and women employed in each work classification on the project.
(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractor's who rely in whole or in part on unions as a source of their work force),
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
(4) The progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.
b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State highway agency and the Federal Highway Administration.
c. The contractors will submit an annual report to the State highway agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR-1391. If on-the-job training is being required by a "Training Special Provision", the contractor will be required to furnish Form FHWA 1409.

STANDARD FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS
(41 CFR 60-4.3 and Minnesota Statute §363A.36)

Unless noted, the following apply to both Federal/federally assisted projects and State/state assisted projects. Item 3 applies to Federal/federally assisted projects only

.

1. As used in these specifications:
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
   c. "Employer Identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   d. "Minority" includes:
      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 ($100,000 for State projects) the provisions of these specifications and the Notice which contains the applicable goals for minority and women participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4, 5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work on the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) to (p) of these specifications (itemized as 4 [a] to [o], Minnesota Rules

STANDARD FEDERAL AND STATE EEO CONSTRUCTION CONTRACT SPECIFICATIONS *(cont.)*

5000.3535). The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minorities and utilization the Contractor should (shall, for State or state assisted projects) reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor shall make substantially uniform progress toward its goals in each craft during the period specified. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Federal goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any office of Federal Contract Compliance programs or from Federal procurement contracting officers. State goals are published periodically in the State Register in notice form, and may be obtained from the Minnesota Department of Human Rights or the Minnesota Department of Transportation Office of Civil Rights. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union, with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246 and its associated rules and regulations for Federal or federally assisted projects, and Minnesota Statutes, Section §363A.36 of the Minnesota Human Rights Act, or the rules adopted under the Act for State or state assisted projects.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained according to training programs approved by the Minnesota Department of Human Rights, the Minnesota Department of Labor and Industry, or the United States Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications must be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following (referred to in Minnesota Rules 5000.3535 as items 4(a) to (o):

(a) Ensure and maintain, or for State or state assisted projects make a good faith effort to maintain, a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the Contractor's employees are assigned to work. For

STANDARD FEDERAL AND STATE EEO CONSTRUCTION CONTRACT SPECIFICATIONS *(cont.)*

Federal or federally assisted projects, the Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or women individuals working at such sites or in such facilities.

(b) Establish and maintain a current list of minority and women recruitment sources, provide written notification to minority and women recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(c) Maintain a current file of the names, addresses, and telephone numbers of each minority and woman off-the-street applicant and minority or woman referral from a union, a recruitment source, or community organization and of what action was taken with respect to each individual. If the individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.

(d) Provide immediate written notification to the commissioner of the Minnesota Department of Human Rights for State or state assisted projects, or the director of the Office of Federal Contract Compliance for Federal or federally assisted projects, when the union, or unions with which the Contractor has a collective bargaining agreement, has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(e) Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the State of Minnesota for State or state assisted projects or the Department of Labor, for Federal or federally assisted projects. The Contractor shall provide notice of these programs to the sources compiled under (b).

(f) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its equal employment opportunity obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and women employees at least once a year; and by posting the company equal employment opportunity policy on bulletin boards accessible to all employees at each location where construction work is performed.

STANDARD FEDERAL AND STATE EEO CONSTRUCTION CONTRACT SPECIFICATIONS *(cont.)*

(g) Review, at least annually, the company's equal employment opportunity policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions; including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the first day of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(h) Disseminate the Contractor's equal employment opportunity policy externally by including it in any advertising in the news media, specifically including minority and women news media, and providing written notification to and discussing the Contractor's equal employment opportunity policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

(i) Direct its recruitment efforts, both oral and written, to minority, women, and community organizations; to schools with minority and women students; and to minority and women recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(j) Encourage present minority and women employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and women youth, both on the site and in other areas of a Contractor's work force.

(k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. (This requirement applies only to Federal and federally assisted projects.)

(l) Conduct, at least annually, an inventory and evaluation at least of all minority and women personnel for promotional opportunities; and encourage these employees to seek or to prepare for, through appropriate training, such opportunities. (This is Item 4(k) in Minnesota Rules.)

(m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out. (This is item 4(l) in Minnesota Rules.)

STANDARD FEDERAL AND STATE EEO CONSTRUCTION CONTRACT SPECIFICATIONS *(cont.)*

(n) Ensure that all facilities and company activities are non segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes. (This is item 4(m) in Minnesota Rules.)

(o) Document and maintain a record of all solicitations or offers for subcontracts from minority and women construction contractors and suppliers, including circulation of solicitations to minority and women contractor associations and other business associations. (This is item 4(n) in Minnesota Rules.)

(p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment opportunity policies and affirmative action obligations. (This is item 4(o) in Minnesota Rules.)

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7(a) to (p) for Federal or federally assisted projects, and 4(a)-(o) for State or state assisted projects). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) to (p) or 4(a) to (o) of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and women work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor however, is required to provide equal employment opportunity and to take affirmative action for all minority groups both male and female, and all women both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order for Federal or federally assisted projects, or Minnesota Rules for State or state assisted projects, if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order or Minnesota Rules part 5000.3520 if a specific minority group is under-utilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, creed, religion, sex, or national origin. Minnesota Statutes §363A.36, part 5000.3535 (Subp. 7) also prohibits discrimination with regard to marital status, status with regard to public assistance, disability, age, or sexual orientation.

STANDARD FEDERAL AND STATE EEO CONSTRUCTION CONTRACT SPECIFICATIONS *(cont.)*

11. The Contractor shall not enter into any subcontract with any person or firm debarred from government contracts under the federal Executive Order 11246 or a local human rights ordinance, or whose certificate of compliance has been suspended or revoked pursuant to Minnesota Statutes, Section §363A.36.

12. The Contractor shall carry out such sanctions for violation of these specifications and of the equal opportunity clause, including suspension, termination, and cancellation of existing contracts as may be imposed or ordered pursuant to Minnesota Statutes, Section §363A.36, and its implementing rules for State or state assisted projects, or Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs for Federal or federally assisted projects. Any contractor who fails to carry out such sanctions shall be in violation of these specifications and Minnesota Statutes, Section §363A.36, or Executive Order 11246 as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications (paragraph 4 in Minnesota Rules 5000.3535), so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of these Specifications or Minnesota Statutes, Section §363A.36 and its implementing rules, or Executive Order 11246 and its regulations, the commissioner or the director shall proceed in accordance with Minnesota Rules part 5000.3570 for State or state assisted projects, or 41 CFR 60-4.8 for Federal or federally assisted projects.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Minnesota Department of Human Rights or the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (for example, mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing provided in this part shall be construed as a limitation upon the application of other state or federal laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

EQUAL OPPORTUNITY CLAUSE

(41 CFR Part 60-1.4 b, 7-1-96 Edition)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Highway Agency (SHA) setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246, Equal Employment Opportunity, dated September 24, 1965, and of the rules, regulations (41 CFR Part 60), and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order 11246 and by rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and will permit access to its books, records, and accounts by the Federal Highway Administration (FHWA) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract, or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246. The Contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor, SHA, or the Federal Highway Administration (FHWA) may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a contractor becomes a party to litigation by a subcontractor or vendor as a result of such direction, the contractor may request the SHA to enter into such litigation to protect the interest of the State. In addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Minority and Women Employment Goals

County	Federal Goals		State Goals	
	Minority Goal	Women Goal	Minority Goal	Women Goal
Aitkin	2.2%	6.9%	5%	6%
Anoka	2.9%	6.9%	22%	6%
Becker	0.7%	6.9%	6%	6%
Beltrami	2.0%	6.9%	6%	6%
Benton	0.5%	6.9%	3%	6%
Big Stone	2.2%	6.9%	4%	6%
Blue Earth	2.2%	6.9%	4%	6%
Brown	2.2%	6.9%	4%	6%
Carlton	1.2%	6.9%	5%	6%
Carver	2.9%	6.9%	22%	6%
Cass	2.2%	6.9%	6%	6%
Chippewa	2.2%	6.9%	4%	6%
Chisago	2.9%	6.9%	3%	6%
Clay	0.7%	6.9%	6%	6%
Clearwater	2.0%	6.9%	6%	6%
Cook	1.2%	6.9%	5%	6%
Cottonwood	0.8%	6.9%	4%	6%
Crow Wing	2.2%	6.9%	6%	6%
Dakota	2.9%	6.9%	22%	6%
Dodge	0.9%	6.9%	4%	6%
Douglas	2.2%	6.9%	6%	6%
Faribault	2.2%	6.9%	4%	6%
Fillmore	0.9%	6.9%	4%	6%
Freeborn	0.9%	6.9%	4%	6%
Goodhue	2.2%	6.9%	4%	6%
Grant	2.2%	6.9%	6%	6%
Hennepin	2.9%	6.9%	32%	6%
Houston	0.6%	6.9%	4%	6%
Hubbard	2.0%	6.9%	6%	6%
Isanti	2.2%	6.9%	3%	6%
Itasca	1.2%	6.9%	5%	6%
Jackson	0.8%	6.9%	4%	6%
Kanabec	2.2%	6.9%	3%	6%
Kandiyohi	2.2%	6.9%	3%	6%
Kittson	2.0%	6.9%	6%	6%
Koochiching	1.2%	6.9%	5%	6%
Lac Qui Parle	2.2%	6.9%	4%	6%
Lake	1.2%	6.9%	5%	6%
Lake of the Woods	2.0%	6.9%	6%	6%
Le Sueur	2.2%	6.9%	4%	6%
Lincoln	0.8%	6.9%	4%	6%
Lyon	0.8%	6.9%	4%	6%

County	Federal Goals		State Goals	
	Minority Goal	Women Goal	Minority Goal	Women Goal
Mahnomen	2.0%	6.9%	6%	6%
Marshall	2.0%	6.9%	6%	6%
Martin	2.2%	6.9%	4%	6%
McLeod	2.2%	6.9%	3%	6%
Meeker	2.2%	6.9%	3%	6%
Mille Lacs	2.2%	6.9%	3%	6%
Morrison	2.2%	6.9%	6%	6%
Mower	0.9%	6.9%	4%	6%
Murray	0.8%	6.9%	4%	6%
Nicollet	2.2%	6.9%	4%	6%
Nobles	0.8%	6.9%	4%	6%
Norman	2.0%	6.9%	6%	6%
Olmsted	1.4%	6.9%	4%	6%
Otter Tail	2.2%	6.9%	6%	6%
Pennington	2.0%	6.9%	6%	6%
Pine	2.2%	6.9%	3%	6%
Pipestone	0.8%	6.9%	4%	6%
Polk	1.2%	6.9%	6%	6%
Pope	2.2%	6.9%	6%	6%
Ramsey	2.9%	6.9%	32%	6%
Red Lake	2.0%	6.9%	6%	6%
Redwood	0.8%	6.9%	4%	6%
Renville	2.2%	6.9%	3%	6%
Rice	2.2%	6.9%	4%	6%
Rock	0.8%	6.9%	4%	6%
Roseau	2.0%	6.9%	6%	6%
Scott	2.9%	6.9%	22%	6%
Sherburne	0.5%	6.9%	3%	6%
Sibley	2.2%	6.9%	4%	6%
St. Louis	1.0%	6.9%	5%	6%
Stearns	0.5%	6.9%	3%	6%
Steele	0.9%	6.9%	4%	6%
Stevens	2.2%	6.9%	6%	6%
Swift	2.2%	6.9%	4%	6%
Todd	2.2%	6.9%	6%	6%
Traverse	2.2%	6.9%	6%	6%
Wabasha	0.9%	6.9%	4%	6%
Wadena	2.2%	6.9%	6%	6%
Waseca	2.2%	6.9%	4%	6%
Washington	2.9%	6.9%	22%	6%
Watonwan	2.2%	6.9%	4%	6%
Wilkin	0.7%	6.9%	6%	6%
Winona	0.6%	6.9%	4%	6%
Wright	2.9%	6.9%	3%	6%
Yellow Medicine	2.2%	6.9%	4%	6%

Minnesota Department of Transportation Office of Civil Rights Contractor Employment Data	**1. Contractor Name and Address:** **Phone:** _____

	2. Employment Data a) Name: Last Name, First Name, MI	**b) Social Security #**	c) New Hire (Y or N)	d) Ethnicity	e) Gender (M or F)	f) Trade/Foreman, Supervisors, Managers	g) Level (A, J, or T)
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
12.							
13.							
14.							
15.							
16.							
17.							
18.							
19.							
20.							
21.							
22.							
23.							
24.							
25.							
26.							
27.							

EEO-12 Rev. 5/09

INSTRUCTIONS FOR EEO-12
CONTRACTOR EMPLOYMENT DATA

This form should be submitted at the Pre-Con to the Project Engineer prior to the start of your first MnDOT construction project for the calendar year (Prime and Subs)

1. Contractor Name and Address self-explanatory.

2. Employment Data information will coincide with your employment records.

   2a. Name should be listed First Name, Middle Initial, and Last Name. This will enable MnDOT EEO staff to readily identify individuals on all projects.

   2b. Social Security Number self-explanatory.

   2c. New Hire is to be indicated with a "Y" for Yes or an "N" for No. "New Hire" is an employee who has not worked for you in any capacity or on any other project within the current calendar year.

   2d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).

   2e. Gender is to be indicated with an "M" for Males or an "F" for Females.

   2f. Trade/Foreman, Supervisors, Managers self-explanatory. List trade that applies unless the employee fits one of the other three categories.

   2g. Level "A" is for an Apprentice, "J" is for a Journey Worker, and "T" is for a MnDOT approved Trainee.

If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073.
(Please make copies as you need them.)

This information can be submitted electronically via the web, through MnDOT's Work force Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT's Office of Civil Rights at (651) 366-3015.

EEO-12 Rev. 05/09

Minnesota Department of Transportation **Office of Civil Rights** **Monthly Employment Compliance Report** **EEO-13**	**1. SP** ☐ **SAP** ☐	**3. Contractor Name:**	**4. Prime** ☐ **Subcontractor** ☐
	(Check one) **SP#**	**Federal Tax ID:**	(check one)
	County or City	Street Address:	5. Dollar Amount of Contract:
	2. Reporting Period to _____	City, State Zip	6. Percent of Completion:

7. Employment Data **a) Name: Last, First Middle Initial**		**b)** **Social Security #**	**c)** **New Hire** **(Y or N)**	**d)** **Ethnicity**	**e) Gender** **M or F)**	**Trade/Foreman, Supervisors, Managers**	**g)** **Level** **(A, J or T)**	**h) Hours Worked This Period**
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
18.								
19.								
20.								

8. Contract Goals	**9. Prepared by:** (Signature)	**10. Reviewed by:** (Signature)
MINNESOTA GOALS **%OBTAINED**		
% Minority %	Print Name:	Print Name:
	Title:	Title:
% Women %	Date:	Date:
	Phone: Fax:	Phone: Fax:

EEO-13 Rev. 05/09

INSTRUCTIONS FOR EEO-13

MONTHLY EMPLOYMENT COMPLIANCE REPORT

1.-5. Self-explanatory – **S**tate **P**roject #, county project is located in, are you a prime or sub, and contract value.

6. Percent of Completion is the estimated percentage of work completed including this reporting period.

7. Employment Data information will coincide with your employment records. All professional, supervisory and managerial hours actually worked on the project site must be included, whether or not they appear on the certified payroll.

   7a. Name should be listed Last Name, First Name, and Middle Initial. This will enable MnDOT EEO staff to readily identify individuals on all projects.
   7b. Social Security Number self-explanatory.
   7c. New Hire is to be indicated with a "Y" for Yes or an "N" for No. "New Hire" is an employee who has not worked for you in any capacity or on any other project within the current calendar year.
   7d. Ethnicity can be indicated by Black (B), Hispanic (H), American Indian/Alaskan Native (AI), Asian/Pacific Islander (AP), or White (W).
   7e. Gender is to be indicated with an "M" for Males or an "F" for Females.
   7f. Trade/Foreman, Supervisors, Managers list the trade that applies unless the employee fits one of the other three categories.
   7g. Level "A" is for an Apprentice, "J" is for a Journey Worker, and "T" is for a MnDOT approved Trainee.
   7h. Hours Worked for This Period will be all hours worked by the individual, for each trade, during the specified reporting period.

8. Contract Goals are the percent of total project hours to be worked by minority and women employees. The goals are determined by the geographic location and source of funding for the project. Projects in excess of $100,000 with any State funding must meet the State Employment Goals. Projects in excess of $10,000 with any Federal funding must meet the Federal Employment Goals. (See chart on EEO Pages 16-17.) Minority and women employee hours shall be distributed evenly throughout the length of the project and in every trade and craft that performs work on the project.

   % Obtained is the percent of the total project hours worked by minority and women employees, up to and including this reporting period.

9. Prepared by Contractor Designee is the signature of the prime or subcontractor's EEO officer/designee.

10. Reviewed by Project Engineer is the signature of the MnDOT staff monitoring the project.

The Prime Contractor will submit EEO-13 forms for its workforce and all subcontractors to the MnDOT Project Engineer by the 15th day of the month following the month when work was performed. If you have questions about filling out this form, contact the Office of Civil Rights at (651) 366-3073.
(Please make copies as you need them.)

This information can be submitted electronically via the web, through MnDOT's Workforce Information Tracking Initiative (WITI) Program. To open a free account to gain access to WITI or to find out more about this possibility please contact MnDOT's Office of Civil Rights at (651) 366-3321.

EEO-13 Rev. 05/09

EEO COMPLIANCE REVIEW REPORT

Total Company Workforce

(For 12 Month Period Preceding July 30th of the previous year)

Name and Address of Contractor

_____

_____

_____

Name and Title of Corporate Officer _____

Name of EEO Officer _____

Job Categories	Total Employees		Total Minorities		Blacks		Asian/ Pacific Is.		American Indian		Hispanic		On-the-Job Trainees	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials (Managers)														
Supervisors														
Foremen/Women														
Clerical														
Equipment Operators														
Mechanics														
Truck Drivers														
Iron Workers														
Carpenters														
Cement Masons														
Electricians														
Pipefitters & Plumbers														
Painters														
Laborers														
Misc. Trades														
Total														
On-the-Job Trainees														

EEO-8 Rev. 07/07

MINNESOTA DEPARTMENT OF TRANSPORTATION

ON-THE-JOB TRAINING PROGRAM
TRAINEE ASSIGNMENT

SP #: _____ Location: _____ District: _____

Project Engineer: _____ Phone: ( ) _____

Prime Contractor: _____ Phone: ( ) _____

Address: _____

City: _____ State: _____ Zip:_____

EEO Officer: _____ Project Manager: _____

Tel:_____

Training Contractor:_____ Phone: ( ) _____

Address: _____

City: _____ State: _____ Zip:_____

EEO Officer: _____Project Manager: _____

Tel: _____

TRAINEE

Job Title or
Trade Classification: _____ Number of Training
Hours on this Project: _____

Name: _____ S.S.#: _____

Address: _____ Phone: ( ) _____

City: _____State: _____ Zip: _____

EEO Officer: _____Project Manager: _____

Tel: _____

Approximate Start Date: _____

Approximate Completion Date: _____

Is the trainee a member of a certified apprenticeship program?

If YES, verify with Apprenticeship Form or Indenture Number: _____

1. Ethnic Background: **Hispanic** _____; **Black** _____; **Asian/Pacific Islander** _____; **White**_____;
   Am. Ind/Alaskan _____ (Verify with Tribal I.D. # or Affiliation _____).
2. **Male**; _____ **Female**; _____.

EEO-5 Rev. 05/09

MINNESOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF CIVIL RIGHTS

CERTIFICATION OF ON-THE-JOB TRAINING HOURS
FEDERAL-AID-PROJECTS

Contractor: *submit original and one copy monthly to the project engineer*

CONTRACTOR	REPORTING PERIOD:
ADDRESS	S.P. NO. (LOW):
	F.P. NO.:

TRAINEE	HOURS WORKED PREVIOUSLY	HOURS WORKED THIS PERIOD	TOTAL HOURS TO DATE

AMOUNT OF CLAIM _____ HOURS @ _____ PER HOUR = $ _____

Progress of Trainee(s) ☐Excellent ☐Very Good ☐Good ☐Below Good

COMMENTS (Please detail any supplementary training offered):

_____
_____
_____
_____
_____

CONTRACTOR:

The undersigned contractor hereby certifies that the listed employees are bonafide trainees as required by the On-the-Job Training Special Provision and that they have worked the hours as reported above.

_____

Contractor Signature/Title *Date*

PROJECT ENGINEER:

I hereby certify that the On-the-Job training hours reported above have been reviewed and found correct.

_____

Engineer Signature/Title *Date*

On-the-Job Training (OJT) Program Approval Form

The Special Provisions of the contract clearly indicate that training and upgrading of minorities and women toward Journey worker status is the primary objective of the training provisions.

We,		, submit the following training program for (Trade) for approval.
	(Name of Contractor)	

I. Project Information

Contractor Name	S.P. #	County	Prime	Sub
Address	City	State	Zip	
Contact Person/ EEO Officer		Phone #	e-mail address	
Project Goals				
Trainees	Hours			

II. Project Training Plan Information

Trade	# of Trainees Projected	Hourly Assignment per Trainee	Estimated Start Date	Estimated End Date	Recruiting Resource

Planned Training Activities

III. Contractor Acknowledgment Statement.
I understand and will comply fully with the plans and specifications under which this training is being performed, and will report subsequent revisions to the training program as changes occur.

Contractor's Representative Signature	Title	Date

IV. Instruction for the Contractor.

The contractor's proposed training programs must be documented on this form and submitted as indicated in the Proposal. Your Company's compliance with this specification will factor into any and all employment related "Good Faith Effort" determinations.

On-the-Job Training Program
Trainee Termination Form

Contractor Name		County	Prime	Sub
Address	City	State	Zip	
EEO Officer		Phone #	e-mail address	
Trainee Name		Phone #	Social Security No.	
Address	City	State	Zip	

Race/Ethnicity		
☐ Hispanic	☐ White	☐ Asian
☐ Black	☐ American Indian	☐ Other

Gender		Classification/Trade		S.P. #
☐ Female	☐ Male			
Start Date	Termination Date	Hours Assigned	Hrs Completed	

Reason for Termination/Separation/Layoff:

- ☐ Construction phase completed
- ☐ Death
- ☐ Fired (please explain below)
- ☐ Illness/health problems
- ☐ Lack of transportation and /or travel distance
- ☐ Military duty
- ☐ Relocated
- ☐ Personal
- ☐ Quit to work for another company
- ☐ Other (please explain below)

Please provide comments:

Contractor's Representative Signature | Title | Date

MAIL or Fax THE ORIGINAL and MAINTAIN COPY:
395 John Ireland Boulevard
St. Paul, MN 55155-1899
Office of Civil Rights M.S. 170
On-The –Job Training Coordinator
Fax # 651/366-3129

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS
Form-1273
(52 FR 36920, October 2, 1987, revised October 21, 1993, FHWA Electronic Version May 1, 2012)

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

REQUIRED CONTRACT PROVISIONS (cont.)

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

REQUIRED CONTRACT PROVISIONS (cont.)

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

REQUIRED CONTRACT PROVISIONS (cont.)

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of

REQUIRED CONTRACT PROVISIONS (cont.)

this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain

REQUIRED CONTRACT PROVISIONS (cont.)

written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

REQUIRED CONTRACT PROVISIONS (cont.)

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

REQUIRED CONTRACT PROVISIONS (cont.)

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its

REQUIRED CONTRACT PROVISIONS (cont.)

own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

REQUIRED CONTRACT PROVISIONS (cont.)

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

REQUIRED CONTRACT PROVISIONS (cont.)

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently

REQUIRED CONTRACT PROVISIONS (cont.)

debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS

PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

SALT Schedule of Materials Control - Local Government Agency

This Schedule of Materials Control (SMC) outlines the minimum testing requirements for State Aid Funded and/or Federal Aid Projects off the National Highway and Trunk Highway System. Optional to this SMC is the MnDOT Materials Control Schedule. Usage of either schedule must be defined in the project proposal.

1603.2 SAMPLING AND TESTING - INSERT INTO SPECIAL PROVISIONS

The first paragraph is hereby deleted and replaced with the following:

Sampling and testing of materials for this project will be in accordance with the State Aid for Local Transportation (SALT) "Schedule of Materials Control – Local Government Agency" (SMC-LGA). The SMC-LGA establishes the size of samples and the minimum rate of testing. The SMC-LGA references the 2016 MnDOT Standard Specifications for Construction and does not set contract requirements for the material.

The SMC - LGA serves as a guide for material testing with allowable acceptance "as directed by the Engineer" detailed in Specification 1501.1(1) - Authority of the Engineer. These testing rates are a minimum and additional tests may be taken at the Engineer's discretion. A minimal testing rate does not always ensure a quality product; field observations and attention to detail is crucial. Materials not listed on an approved products list may be sampled and tested as directed by the Engineer. Materials listed on a Qualified Products list may be accepted or tested at the discretion of the Engineer.

Federal Aid projects require **I**ndependent **A**ssurance Inspection. Contact the MnDOT District IA Inspector when the job starts to provide the proper servicing of your project.

Definitions

SALT Construction Website

MnDOT Office of **S**tate **A**id for **L**ocal **T**ransportation. The SMC - LGA is located at the construction page under "Information & Resources - Manuals".

MnDOT Schedule of Materials Control

Schedule of Materials Control (SMC) are inserted into project proposals to direct how materials are to be sampled. The SMC is updated yearly. Each SMC is project specific. Therefore, one needs to refer to their specific proposal.

Approved Products List

Products are"approved" when they have been found to routinely meet all applicable standards and specifications. The product is placed on the list based upon established successful manufacturer's quality control and warranties, but the listing may expire or require periodic renewal to verify the product has not changed over time. The approval process for the individual product should specify any expiration requirement.

Qualified Products List

Products are predicted to meet all applicable standards and specifications, but random sample testing is required to verify specific product lots meet specifications prior to usage. These products are generally considered to be "qualified" but not approved until tested for compliance. Successfully tested products lots are considered to be "approved". The approval process for the individual product should specify any further testing requirements for the product.

Certified Sources

Certified Sources must comply with each individual product's defined "certification procedure". Acceptance of products from certified sources follows the same sampling and testing as "qualified" products.

Quality assurance (QA) is a process-centered approach to ensuring that the best possible products or services are provided. Related to quality control, quality assurance focuses on enhancing and improving the process that is used to create the end result, rather than focusing on the result itself. Among the parts of the process that are considered in QA are planning, design, development, production and service.

Quality control (QC) is a process that is used to ensure a certain level of quality in a product or service. It includes actions deemed necessary to provide for the control and verification of certain characteristics of a product or service. It involves thoroughly examining and testing the quality of products or the results of services. The basic goal of quality control is to ensure that the products or services that are provided meet specific requirements and characteristics.

Material Acceptance Summary

LOCAL NO. _____

SAP/SP NO. _____

Bid Item #	Item Description	Qualified Product List	Approved Product List	Certificate of Compliance	Accepted by Engineer*
2105.604	Geotextile Fabric Type VI-A				
2105.604	Soil Stabilized Geogrid				
2357.606	Bituminous Tack Coat				
2357.606	Bituminous Tack Coat Shoulder				
2511.515	Geotextile Filter Type IV				
2540.601	Mailbox Support				
2540.602	Mailbox Support - temporary				
2573.502	Silt Fence - MS				
2573.505	Floatation Silt Curtain, still water				
2573.505	Sediment Control Log - wood fiber				
2574.508	Fertilizer type 3 & 4				
2575.502	Seed Mixtures				
2575.523	Erosion Control Blankets CAT 3				
2575.562	Hydraulic Matrix Type Bonded Fiber				
2575.571	Rapid Stabilization Method 3				
2580.603	Interim Pavement Marking				
2582.502	Paint - Pavement Marking				

* Items not included on the Approved Product List or the Manufacturer's Certifications have not been received are hereby accepted by the Engineer. Materials on a Qualified Products list which have not been tested at the discretion of the Engineer are hereby accepted.

signed: _____

Project Engineer Date

Material Acceptance Summary

LOCAL NO. _____

SAP/SP NO. _____

Bid Item #	Item Description	Qualified Product List	Approved Product List	Certificate of Compliance	Accepted by Engineer*

* Items not included on the Approved Product List or the Manufacturer's Certifications have not been received are hereby accepted by the Engineer. Materials on a Qualified Products list which have not been tested at the discretion of the Engineer are hereby accepted.

signed: _____

Project Engineer Date

BITUMINOUS QUALITY MANAGEMENT

The Contractor shall provide and maintain a quality control program as detailed in Specification 2360.2.G.
The Engineer shall review the quality control program for compliance.

	Type of Test	Spec Section *	Contractor - QC Testing Rates	Agency - Testing Rates
Start-Up Testing Rates for the 1st 2000 tons **	Bulk Specific Gravity	2360.2.G.7.b	1 test per 500 tons 55 lb. sample 3 full cylinder molds	1 Verification Mixture Sample test per day, all Verification samples are from a split (QC/QA) sample.
	Maximum Specific Gravity	2360.2.G.7.c		
	Air Voids (calculated)	2360.2.G.7.d		
	Asphalt Content	2360.2.G.7.a		
	Adj. Asphalt Film Thickness (AFT)	2360.2.E.7.e		
	Gradation	2360.2.G.7.f		
	Fines to Effective Asphalt Ratio calc'd	2360.2.G.7.a/f		
	Coarse Aggregate Angularity (CAA)	2360.2.G.7.g	1 test per 1000 tons	
	Fine Aggregate Angularity (FAA)	2360.2.G.7.h		
	Added AC/Total AC Ratio (calc'd)	2360.2.G.7.a		
Production Testing Rates	Bulk Specific Gravity	2360.2.G.7.b	1 test per 1000 tons 55 lb. sample 3 full cylinder molds	1 Verification Mixture Sample test per day/ mix type, submit companion to the QC - CAA & FAA test results.
	Maximum Specific Gravity	2360.2.G.7.c		
	Air Voids (calculated)	2360.2.G.7.d		
	Asphalt Content	2360.2.G.7.a		
	Adj. Asphalt Film Thickness (AFT)	2360.2.E.7.e		
	Gradation (minimum of 1 per day)	2360.2.G.7.f		
	Added AC/Total AC Ratio (calculated)	2360.2.G.7.a		
	Coarse Aggregate Angularity (CAA)	2360.2.G.7.g	NOTE 1	
	Fine Aggregate Angularity (FAA)	2360.2.G.7.h	NOTE 2	
	TSR	2360.2.G.7.i	When directed by the Materials Engineer	
	Aggregate Specific Gravity	2360.2.G.7.j		
	Mixture Moisture Content	2360.2.G.7.k	As directed by the Engineer	
	Asphalt Binder Certified Supplier	2360.2.G.7.l	NOTE 3 (1qt. Steel container for asphalt binder. 1/2 gal. plastic container with wide screw top for emulsion)	
	Asphalt Emulsion Certified Supplier	2357		
	Compaction / Density Requirements	2360.3.D	Review special provisions	
	Small Quantity Requirements	See 2360.2G.5 & 2360.3G		

Testing rates are minimums, additional testing is encouraged to ensure a quality product.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

* Review Special Provisions & 2360.2.G Mixture Quality Management.

** The testing rates apply only to mixtures that have not been tested on previous projects.
Mixtures from previous years should use the start- up testing rates.

NOTE 1: **At start-up or new Mix Design**: 2 tests per day for a minimum of 2 days, then 1 per day if CAA is met. If CAA > 8% of requirement, 1 sample per day but test 1 per week. No testing required for Class A and or B Aggregates.

NOTE 2: **At start-up or new Mix Design**: 2 tests per day for a minimum of 2 days, then 1 per day if FAA is met. If FAA > 5% of requirement, 1 sample per day but test 1 per week.

NOTE 3: Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer. Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly.

BITUMINOUS SPECIALTY ITEMS

Type of Test	Spec	Contractor - QC Testing Rates	Agency - Testing Rates
Gradation	2363 3139.3	1 per 1,000 Ton with a minimum 1 per day.	1 per day. 35 lbs.
PASSRC & PASB			
Micro-Surfacing	2354 3139.5	Stockpile: 1/1,500 Tons (min 1/day) Machine Hopper: 1/500 Ton (min 1/day)	Stockpile & Machine Hopper: 1/day 30 lbs.
Seal Coat & Otto Seal	2356 3137.2 B	Stockpile: 1/1,500 Tons (min 1/day) Chip Spreader Hopper: 1/day	1/day from Hopper. 30 lbs.
% Crushing - CAA	2363 3139.3	1 per 1,000 Ton with a minimum 1 per day.	1 per day from gradation test. 35 lbs.
PASSRC & PASB			
Moisture / Aggregate	2354 3139.5	Machine Hopper: 1/500 Tons (min 3/day)	1/day 2lbs
Micro-Surfacing			
Sand Equivalence	2354	Stockpile or Machine Hopper: 1/500 Tons (min 1/day)	1/day, test at Engineer discretion, 25 lbs.
Micro-Surfacing			
Flakiness Index	2356	Sample taken from first load on first day, submit to Agency: 30 lbs.	Agency will test at their discretion, see Lab Manual 1223
Bituminous Seal Coat			
Bituminous Mixture	2356 3151.2G	1/300 Tons, min 1/day. %AC, Gradation, Max SpG, Adj.AFT	1/day, 20 lbs. 1 cylinder from truck box.
UTBWC			
PASSRC & PASB	3151 2350	Asphalt spot check: min 1/day	-
Stone Matrix Asphalt - SMA Lab Manual 1203, 1204, 1205, 1211, 1214, 1806, 1807, 1808, 1813, 1853, 1854, 1855, AI SP-2 AASHTO T305	2365	**Tests**,%AC,gradation,Gmm,Gmb, Voids,VMA,CAA,Draindown,VCA, fines/effective asphalt. Rate,(1/1000 tons, min.1/day)Agg SpG, mix moisture, TSR to be tested as directed by Engineer. Submit companion 1 per day to agency: 3 full 6" by 12" cylinders	Tests: %AC, Gradation, Gmm,Gmb,Voids,VMA,CAA,VCA, fines/effective asphalt. Agency is not required to do draindown. Copy MDR to Project Engineer and Grading & Base Enginner.
Asphalt Binder Tests		**Asphalt Emulsion List**	**Asphalt Binder List**
UTBWC	2353 3151	Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer : **Asphalt Binder:** First load, then 1/250,000 gallons. Sample size of 1 quart metal container. **Emulsified Asphalt:** First load, then 1/50,000 gallons. Sample size of 1/2 gallon wide screw top plastic container.	
Micro-Surfacing	2354		
Seal Coat & Otto Seal	2356		
Tack Coat	2357		
PASSRC & PASB	3151		
Asphalt Binder Rate	2354	Verify Application Rate 3/day	Verify Application Rate 1/day
Micro-Surfacing			
Fog Seal	2355	Verify Application Rate 1/day	Verify Application Rate 1/day
Seal Coat & Otto Seal	2356		
Bit Tack Coat	2357		

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

SALT Schedule of Materials Control - Local Government Agency

Cold Inplace Recycling (CIR) & Stabilized Full Depth Reclamation (SFDR)

Specification 2215

Test Type	Producer Testing Rates	Engineer Testing Rates	Grading & Base Manual/Form
Gradation SFDR (Simple) Pre-ground un-stabilized material	1 per mile - report sieves 2" & 3"	Run gradation at the discretion of the Engineer	.215 / 101 report sieve 2" & 3"
Gradation (Entire) (Material to be stabilized)	One per day, give split sample to the Engineer	Run gradation at the discretion of the Engineer	.215 / 101 report sieve 2", 1.5", 1.25", 1", 3/4", 3/8",#4, #10, #30.
Gradation (Simple) (Material to be stabilized)	1 per mile for SFDR & CIR w/o top size screening. 4 / mile for CIR with top size screens.	Run gradation at the discretion of the Engineer	.215 & .293 / 101 report sieve 2" & 1.5" for SFDR, 1.5" and 1.25" for CIR
Depth Check - Unstabilzed and Stabilized	1 per 1,000' /machine width for each vertical machine face for initial pulverization and stabilization.	1 per day	.284 / 401
SFDR: Moisture during compaction of unstabilized portion	1/6,000 sq. yd.	none	.245 Speedy tester not allowed.
Penetration Index (DCP) - SFDR only Unstabilized.	1 per 1/2 mile lane mile	1 per lane mile	.255 / 205
Calibrate: mineral stabilizing agent application rate.	Once using design rate per vane feeder.	Observe contractor calibration	.286 or .287
Moisture: before injecting liquid bituminous material	1 per 5,000 feet of lane of daily anticipated SFDR & one after the addition of water by the Contractor or mechanical drying out (disking, etc).	none	.281 / 105
Yield: Mineral Stabilizing Agent and/or Liquid Bituminous Material	1 per transport load each type	1 per day each type	.286 & .287 / 402 & 403
Compaction: Nuclear density for SFDR stabilized and CIR	1 per 500 feet of lane width, (**see note below**).	Observe the Contractor.	0.282
Control Strip: SFDR Stabilized and CIR	Minimum of once per project	Observe the Contractor.	
Bituminous Material Samples	none	Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer.	1 quart each sample
Mineral Stabilizing Agent Samples	none	1 sample	none
Foaming asphalt checks expansion ratio & half life	1 per load	Observe the Contractor once per day.	0.285
Moisture (stabilized) - before placement of next layer during curing.	none	3 daily after compaction.	Grading & Base Manual

Note: The Engineer may require a Contractor to perform additional nuclear density tests in areas that the Engineer believes are failing density requirements.

SALT Schedule of Materials Control - Local Government Agency

GRADING AND BASE CONSTRUCTION ITEMS 1 of 3

	Material Type	Spec.*	Minimum Required Agency Acceptance Testing - QA	QC Testing Rates	Lab Sample
Gradation Testing (See Notes 2 & 3)	Aggregate Surfacing	2118 2211.5	Total quantity less than 4000 tons (2200 cy-cv) = 1 gradation/1,000 tons (550 cy.cv) or less, determine compliance to individual results (table 2211-5). Total quantity greater than 4,000 tons (2200 cy-cv), divide the total quantity by 10,000, roundup to the next whole number to determine the number of lots. Each lot is divide into 4 equal sublots, randomly sample each sublot. Determine individual results and sublot averages for compliance (Table 2211-4 & 2211-5)	1 / 1,000 tons stockpile gradation only required for materials on hand. Spec 1906.2	1/source 30 lb.
	Aggregate Base	2211 2211.5			
	Shoulder Base Aggregate	2221 2211.5			
	Drainable Aggregate Base (OGAB & DSB)	2212 3136			
	Granular and Select Granular Material (borrow/embankment)	3149.2B	1/40,000 Cubic Yards - Compacted Volume - CV	1/10,000 CY - req'd for mat'l on hand, Spec 1906.2	1/source 30 lb.
	Stabilizing Aggregate	3149.2C			
	Reclamation FDR & SFDR	3135.2B 2215.2C	1/day	1/6,000 yd2 & depth check See Note 4	None
	Granular Filter	3601.2B	1/ source	1/source - before delivery on the project.	1/source 30 lb.
	Backfill Materials	3149.2D			
	Granular Bedding	3149.2F			
	Aggregate Bedding	3149.2G			
	Coarse Filter Agg.	3149.2H			
	Filter Aggregate	3149.2J			
	Sand Cover	3149.2K			
Proctor * Specified Density	Non-Granular Material per 2105.3F	2105 2106 3149	1 per major soil, subgrade preparation specified density requires 100% of proctor density.	None	1 sample 25 lb.
Sand Cone * Specified Density	Non-Granular Material per 2105.3F		**AGENCY TESTING**: **Roadway Embankment**: One test per 4,000 yd3 (CV) or if test rolled, One test per 8,000 yd3 (CV), **Transverse culverts & Abutments:** 1 test per every 2 feet of fill per 250' of trench length. **Structures Trenches**: One test/500 feet of each structure length at various depths. **Subgrade Preparation:** One per 25 road stations.		
Penetration Index Method (DCP) *	Aggregate Base	3138 2211.3C	1 DCP tests per 500 yd^3 (CV) or 1 per 900 Tons. If test rolled, 1 test / 1,000 yd3 (CV) or 1,800 Tons.	None	None
	Shoulder Base Aggregate				
	Reclamation FDR & SFDR	3135.2B 2215.2C	1 DCP test per 3,000 yd^2		
	Granular Materials Subgrade Preparation (for materials meeting 3149.2B1)	3149.2B	**AGENCY TESTING: Roadway Embankment:** One test per 2,000 yd3 (CV) or if test rolled, One test per 4,000 yd3 (CV), **Transverse culverts & Abutments:** 1 test per every 5 feet of fill per 250' of trench length. **Structures Trenches:** One test/500 feet of each structure length at various depths. **Subgrade Preparation:** One per 25 road stations.		

The Grading and Base Manual allows the nuclear density gauge, see pages 60 and 65.

GRADING AND BASE CONSTRUCTION ITEMS 2 of 3

	Material Type	Spec.*	Minimum Required Agency Acceptance Testing - QA	QC Testing Rates	Lab Sample
Moisture Content Test During All Compaction Methods	*Aggregate Base, Shoulder & Surfacing	3138	1 per project unless directed by the Engineer, obtain split companion sample for the Contractor. * May replace tests with time stamped photos showing water being applied.	1 / 1,000 yd3	None
	Drainable Aggregate Base (OGAB & DSB)				
	Reclamation FDR & SFDR	3135.2B 2215.2C		1/6000 yd^2	
	All Embankment Materials	3149 2105		1/10,000 yd3	
	Subgrade Preparation			1 per 25 road stations	
Percent Crushing	Particle Count (note 1)	1/ source unless directed by Engineer, (required for 3138.2B & C, 3149.2C & G1, 3136.2B Drainable Bases).		1 required for mat'l on hand, Spec 1906.2	1/source 30lb
Quality	Aggregate Quality Tests	3138 3149 3601	1/ source unless directed by Engineer	2 required for mat'l on hand, Spec 1906.2	1/source 30lb
Depth Check	Reclamation FDR & SFDR	3135.2B 2215.2C	1 per day unless directed by Engineer	1/1,000 feet of machine width.	
Test Rolling	Test Rolling (as directed in the special provisions)	2111	As directed by the Engineer the contractor will perform test rolling at the top of all subgrade, base layers (2211), non stabilized FDR (2215) and granular layers not meeting the requirements of 3149.2B2 (2105 & 2106). Minimum 12' width and 300' length. Agency to observe test rolling. See G & B Manual 5-692.270.		

Laboratory Samples are companion split samples to the QA sample:

1. Companion gradation, proctor, QA crushing, aggregate quality samples not required 1,000 tons or less.
2. Include the laboratory companion with the first field sample.
3. Include the field sample results with the laboratory sample.
4. Laboratories with AMRL Accreditation are not required to submit laboratory companion samples.
5. Carbonate aggregate materials require 50 lb. samples for the laboratory testing.

NOTE 1: Percent crushing test is not required when the material is crushed from a quarry or contains 25% or greater recycled materials.

NOTE 2: Submit a laboratory companion to the first Acceptance Gradation sample for a bituminous extraction, see 3138.2C. Full Depth Reclamation samples are not required.

NOTE 3: The Certification of Aggregates and Granular Materials procedure and documentation of testing locations is at the discretion of the Engineer.

NOTE 4: Provide gradation test results to the Engineer within the first 500 feet of production and within 500 feet after a failing gradation.

* Review the Special Provisions. For granular materials, aggregate compaction will be by the "Penetration Index Method" unless otherwise designated in the Special Provisions. Other compaction methods include the "Specified Density Method" (sand cone), "Quality Compaction Method" or "Light Weight Deflectometer Method. See 2211.3.D.2 Compaction. The Grading and Base Manual allows the nuclear density gauge, see pages 60 and 65.

Conversions: 1 ton = 0.55 yd^3 (CV), 1 ton = 0.7 yd3 (LV), 1 yd3 (CV) = 1.8 tons.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

Samples are not required for less than 500 tons (275 yd^3).

GRADING AND BASE CONSTRUCTION ITEMS 3 of 3

Guidelines for Required Crushing & Aggregate Quality Tests

	3149 Granular Materials	**3138** Aggregate for Surface and Base	**3136** Drainable Bases
Crushing	**Yes,** for Stabilizing Aggregate, Fine Aggregate Bedding and Medium Filter Aggregate. Test waived if material contains recycled at twice the minimum crushing requirement. Not required for quarried sources.	**Yes**, for Class 5, 5Q & 6. Test waived if material contains recycled at twice the minimum crushing requirement. Not required for quarried sources. Class 2 must contain 100% crushed quarry rock.	**Yes.** Not required for quarried sources.
Bitumen Content	**Yes**, if it contains Bitumen	**Yes**, if it contains Bitumen	Not applicable
LAR	Not applicable	**Yes**, if source is carbonate quarry and does not contain bitumen.	**Yes**
Insoluble Residue	**Yes**, if source is carbonate quarry and does not contain bitumen.	**Yes**, if source is carbonate quarry and does not contain bitumen.	**Yes**, if source is carbonate quarry.
Litho Exam & Shale Float Test	**Yes**, for Medium Filter Aggregate	**Yes**, for Class 3, 4, 5, 5Q & 6, when not from quarried rock, and does not contain bitumen.	**Yes**, when not from a quarried source.

Click here for testing procedures in the Grading & Base Manual.

Forms and worksheets at the Grading & Base Website.

Gradation worksheets at the SALT Construction Website

SALT Schedule of Materials Control - Local Government Agency

CERTIFIED READY-MIX CONCRETE, 1 of 2

The Prime Contractor is responsible to assure that all ready-mix concrete used is produced by an annually Certified Ready-Mix plant as detailed in Specification 2461.3F.

Material Spec.		Test Type (Concrete Manual)	Producer QC Testing Rates	Engineer Testing Rates (**1**) Verification-companion to QC	Form
bridge 2406.2 2411.2 2461.2 2461.3 general 2301** 2452.2 2461.2 2461.3 2506.2 2511.2 2514.2 2520.2 2521.2 2531.2 2533.2 2545.2 2554.2 2557.2 2564.2 2565.2	Concrete Plant Production Testing Rates *	Gradation (5-694.145) (5-694.148)	Coarse & Fine: When over 20 yd3 per week, 1 per week or 1 per 400 yd3, whichever is greater. Bridge Deck Concrete must have passing gradations prior to mixing.	Coarse & Fine: 1 per week* per ready-mix plant	**21763** Concrete Agg. Work sheet **2449** Weekly Concrete Agg. Report **24143** Weekly Certified R-M Plant Report
		Moisture Content (5-694.142)	1 every 4 hours	None	
		Aggregate Quality (5-694.146)	Engineer Testing Rates: Minimum of 1 per project per each fraction - use of MnDOT test results for the same 30 day time period is acceptable. For bridge concrete: 1 test each fraction per month. For all bridge deck concrete poured during the month: Test monthly quality to 3137.2D2 for each coarse aggregate fraction. Designate 3137.2D2 on the sample card. Gradation results will be included with the monthly quality tests.		
		Coarse Aggregate (% Passing 200) (5-694.146)			

Minimum Aggregate Sample Size *companion required, double sample size

Aggregate Size	Gradation*	Quality*	Moisture	% -200 C.Agg
3/4" Plus, #4	25 lb.	50 lb.	2000 g	10 lb.
3/4" Minus, #67	25 lb.	30 lb.	2000 g	6 lb.
#7, CA-70	6 lb.	30 lb.	2000 g	6 lb.
CA-80, #89	1.1 lb. (500 g)	30 lb.	500 g	-
Fine Aggregate	1.1 lb. (500 g)	30 lb.	500 g	-

Concrete Field Testing Rates

Sampling Locations for Air, Slump, Temperature and Cylinder Testing

(1) First load each day per mix - Take sample after discharging approximately 1/4 yd3, stop further discharge until both slump and air content test are completed. The first load of concrete must have passing air content and slump prior to placement. Cast strength specimens from the same load as the air content and slump test. Test whenever adjustments are made to the mix.

(2) Subsequent tests - Sample from the middle portion of the load.

Test Type	Engineer Testing Rates (**1**)	Form
Air Content - Type 3 Concrete (5-694.541)	1 test per 200 yd3. For Bridge Concrete: 1 test per 100 yd3. Test first load each day per mix. Test when adjustments are made to the mix.	**2448** Weekly Concrete Report
Slump (5-694.531)	1 test per 200 yd3. For Bridge Concrete: 1 test per 100 yd3. Test first load each day per mix, or as necessary to verify passing slump. Not required for slip form placement.	
Air and Concrete Temperature (5-694.550)	Record temperature each time air content, slump or compressive strength specimen is performed/fabricated.	

(1) - Review the requirements of 2461.3F Certified Ready-Mix Concrete, 2461.3G Concrete Placement and 5-694.010 Inspector's Checklist in the Concrete Manual.

*Small quantity is 25 yd3 or less per week with no gradation testing or plant monitoring required but remember that **Concrete Field Testing is required.**

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

SALT Schedule of Materials Control - Local Government Agency

CERTIFIED READY-MIX CONCRETE, 2 of 2

The Prime Contractor is responsible to assure that all ready-mix concrete used is produced by an annually Certified Ready-Mix plant as detailed in Specification 2461.3F.

Spec.		Test Type	Engineer Testing Rates (**1**)	Form
See page 1 of 2	Concrete Field Testing Rates	Compressive Strength (5-694.511) Standard cylinder size is 4 x 8, use 6 x 12 with aggregate greater than 1 1/4". Review 2461.3G.5 Test Methods and Specimens.	General Concrete Grades F, G, M, P, and R: 1 set of 3 cylinders per 300 yd3.	**2409** Concrete Cylinder
			Bridge Concrete Grades B, S, and Y: 1 set of 3 cylinders per 100 yd3, then 1 set of 3 cylinders per 300 yd3	
			Agency will break 1 set of 3 cylinders at 28 days. Agency will cast up to 3 control cylinders, any additional control cylinders are the responsibility of the Contractor.	
			Cellular Concrete: 1 set of 4 cylinders (28 days) per day, fill in 2 equal lifts, *do not rod* , lightly tap the sides, cover and move to area with no vibration. Do not disturb for 24 hours.	
		Concrete Pavement Thickness **	Observation of probing or coring at the Engineer's discretion.	24327
		Flexural Strength	Producer: 1 beam (28 day) per day per mix. Make additional control beams as necessary. Control beams shall be made within the last hour of concrete poured each day. Fabricate beams, deliver beams to curing site, and clean beam boxes. Cylinders may be substituted for beams at the discretion of the Engineer.	2162 Concrete Test Beam Data
		Concrete Pavement Texture	Producer: 1 per 1000 lineal feet per lane of concrete pavement at locations determined by the Agency. The Contractor supplies all materials necessary to perform the required testing.	MIT SCAN T2 Report

(1) - Review the requirements of 2461.3F Certified Ready-Mix Concrete, 2461.3G Concrete Placement and 5-694.010 Inspector's Checklist in the Concrete Manual.

*Small quantity is 25 yd3 or less per week with no gradation testing or plant monitoring required but remember that **Concrete Field Testing is required.**

**Concrete Pavement: Use Certified Ready-Mix Concrete testing rates when: a) The entire concrete paving project is less than 3,500 cu.yd. b) When a secondary plant is used to provide minor work.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly.

The testing rates shown in the SMC - LGA are minimums. Take as many tests as necessary to ensure quality concrete. It is recommended that the Agency Plant Monitor be present during critical pours, such as superstructure or paving concrete. If any field test fails, reject the concrete or if the Producer makes adjustments to the load to meet requirements, record the adjustments on the Certificate of Compliance and Weekly Concrete Report. Retest the load and record the adjusted test results. Make sure the next load is tested, before it gets into the work. If batching adjustments are made at the plant, test the adjusted load, before it gets into the work. Continue to test the concrete when test results are inconsistent or marginal. Material not meeting requirements shall not knowingly be placed in the work. If failing concrete inadvertently gets placed in the work, use either the MN/DOT Standard Specifications for Construction or the Schedule of Price Reductions for Concrete to address penalties. It is recommended that the Agency representative continually monitor the progress of all concrete pours. (It is not a recommended practice to only perform minimum testing requirements and leave the project.)

Concrete Plant and Field Materials

All materials must come from certified or qualified sources. All certified source must state so on the delivery invoices. The most current list of certified/approved sources can be found at MnDOT Material Website. Materials listed on the Approved Products List do not have to be sampled and need to be listed on the Material Acceptance Summary detailed in the SALT SMC. Samples can be submitted as directed by the Engineer.

	Material	Spec. No.	Minimum Required Field Sampling Rate	Form No.
Concrete Plant Batching Materials	Portland Cement	3101	Shall be a Certified Supplier - No Samples Required unless otherwise directed by the Engineer. For certified ready-mix and concrete paving sample rates: 1 sample when the plant is certified. Take additional samples at 6 months if producing Agency concrete, if the plant changes sources or as the contract requires. The producer obtains a 5 lb. sample and stores the sample in a sealed container provided by the Agency and includes the suppliers delivery invoice from which the sample is obtained.	24300 ID Card Cement Samples
	Slag	3102		
	Blended Cement	3103		
	Fly Ash	3115		24308 Fly Ash
	Admixtures (Accelerationg, Retarding, Water-Reducing, Air-Entraining, etc.)	3113	For all concrete: 1 sample in a 1/2 pint plastic container provided by the Agency when the plant is certified. Take additional samples at 3 months if producing Agency concrete, if the plant changes sources or as the contract requires.	2410 Sample ID Card
	Water	3906	1 sample in a 1 gallon clean glass or plastic container from a questionable source.	
Concrete Field Materials	Preformed Joint Filler	3702	Visual Inspection, sample size 2 sq.ft.	2410 Sample ID Card
	Preformed Elastomeric Type	3721	1 per lot. Only materials from a qualified sources. Link to Approved Products List.	
	Silicone Joint Sealer	3722		
	Hot Poured Elastomeric Type	3723 3725		
	Burlap	3751	Visual Inspection	
	Paper	3752	Visual Inspection - Must be white opaque.	
	Membrane Curing Compound	3754 3754AMS 3755	Visual Inspection - Use only pre-approved curing compounds.	
	Plastic	3756	Visual Inspection - Must be white opaque and free from holes.	
	Refer to the "Metals"schedule for sampling requirements for concrete reinforcement.			

Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly.

2301 CONCRETE PAVEMENT - AGENCY 1 of 2 *

Test Type (concrete manual)	**Spec.**	**Concrete Paving Batch Plant Agency Testing**	**Certified Ready-Mix Plant Agency Testing**	**Form**
Gradation **(1)** (5-694.145) (5-694.148)	3126 3137	Test the first 4 QA samples of production each time the Contractor mobilizes the plant in a calendar year or changes aggregate sources.		21764 Agg Work sheet
		1 per day randomly thereafter.	1 per 1000 yd^3 or 1 per week whichever is higher, randomly.	
Aggregate Moisture - QC Verification **(2)** (5-694.142)	3126 3137	If w/c incentives apply: 1 per 1000 yd^3 or every 4 hours, whichever is greater. Take initial sample within the first 250 yd^3.	If w/c incentives apply: 1 per 200 yd^3 or every 4 hours, whichever is greater. Take initial sample within the first 100 yd^3.	Concrete W/C Ratio Work sheet
Water Content, Microwave Oven Verification **(3)** (5-694.532)	Concrete Manual	Take initial sample within the first 250 yd^3. At least one additional verification test should be taken if more than 1000 yd^3 is produced in a day.	Take initial sample within the first 100 yd^3. At least one additional verification test should be taken if more than 400 yd^3 is produced in a day.	
Coarse Aggregate, -200 sieve (5-694.146)	3137	1 randomly selected sample on the first day of production and each time the Contractor mobilizes the plant, changes the aggregate sources, or the cleanliness of the coarse aggregate is in question, then 1 per week randomly thereafter. -200 test may be performed at the lab instead at the plant at the discretion of the Engineer.		21764 Agg Work sheet
Coarse and Fine Aggregate Quality **(4)**	3126 3137	During concrete production: 1 randomly selected test each fraction every 20,000 yd^3 of production. Split the Quality sample 4 ways: 1) Provide 2 quarters of the sample to the producer/contractor. 2) Test the -200 on the coarse aggregate at the plant the day it was sampled. 3) Submit the remaining sample to the lab for quality testing including testing the -200 sieve on the coarse aggregate.		2410 Sample ID Card
Alkali Silica Reactivity (ASR) Testing	2301	1 per paving project per sand source. Provide one 5 lb. sample of: cement, supplementary cementitious material (fly ash or slag), and sand. Write "Project Specific ASR Testing" on all 3 sample cards. **ASR Testing is not required if the entire project is less than 3,500 cubic yards.**		2410 24300 24308
Coarse Aggregate Quality Testing of Incentive / Disincentive	3137	**If coarse aggregate quality incentives apply:** Test the Class B aggregates for % absorption and Class C aggregates for % carbonate including any other test necessary to make those determinations. Sample the 2 largest fractions in accordance with the following table and 2301:		Coarse Agg Quality Incent / Disincent Work sheet
		Coarse Aggregate Quality Incentive/Disincentive Sampling Rates		
		Plan Concrete Cubic Yards	Samples per fraction	
		3,500 - 7,500	3	
		7,501 - 10,000	5	
		10,001 - 25,000	10	
		25,001 - 50,000	15	
		50,001 +	20	

*Use Certified Ready-Mix Concrete testing rates when: a) The entire concrete paving project is less than 3,500 cu.yd. b) When a secondary plant is used to provide minor work.

Agencies using MnDOT Metro Inspection Services will be sampled at the current MnDOT Schedule of Materials Control rates and will be billed accordingly. Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

2301 CONCRETE PAVEMENT - AGENCY 2 of 2

Test Type	Spec.	Concrete Field Testing - Agency	Form
Air Content before consolidation for Type 3 concrete	Review Concrete Manual Website	I correlation air test per day	2448 Weekly Concrete Report
Air Content after consolidation for Type 3 concrete		1 air test per day	
Slump		**For fixed form placement**: 1 slump test per day. **For slip form placement:** No slump testing required.	
Concrete Temperature		Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Agency.	
Flexural Strength		Supply beam boxes, cure, and test beams. MnDOT standard beam box size is 6" x 6" x 20" unless other sizes or types are approved by the Concrete Engineer.	2162 Test Beam Data
Concrete Pavement Texture		Determine texture testing locations using random numbers.	Probing, Coring, Texture and MIT-Scan T2 Report
Thickness		Determine probing and coring locations using random numbers. Initial pavement at core locations and re-initial the sides of specimens after coring to clearly verify their authenticity.	
Surface Smoothness		None	Concrete Profile Summary Work Sheet

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

NOTE (1): All gradation samples shall be taken in the presence of the Agency, unless otherwise authorized by the Engineer. All samples shall be taken off the belt leading to the weigh hopper unless otherwise approved by the Engineer. All gradations and quality tests require companion samples. If Coarse Aggregate Quality Incentive / Disincentives apply: The Agency may also use the QA samples for incentive / disincentive testing. Notify the producer to double the QC/QA sample size. **If well-graded aggregate incentives apply:** Use the Contractor's gradation results for well-graded aggregate incentive calculations as verified by Agency testing. Use the Well-graded Concrete Agg Worksheet.

NOTE (2): If w/c incentives apply: Use aggregate moisture results for determining the water content to calculate the w/c incentive / disincentive. Use the Concrete W/C Ratio Calculation Worksheet and do not leave sample unattended.

NOTE(3): If w/c incentives apply: Microwave oven verification testing to verify the w/c ratio~~n~~ is completed in conjunction with Agency aggregate moisture testing. Do not leave samples unattended.

NOTE (4): Prior to concrete production: Obtain pre-production samples for quality testing at least 16 hours prior to concrete production. Samples may be taken from the stockpile and -200 test may be performed at the lab instead at the plant at the discretion of the Engineer. If the entire project is <3,500 yd^3, pre-production sampling is not required.

Minimum Aggregate Sample Size *companion required, double sample size				
Aggregate Size	Gradation*	Quality*	Moisture	% -200 C.Agg
3/4" Plus, #4	25 lb.	50 lb.	2000 g	10 lb.
3/4" Minus, #67	25 lb.	30 lb.	2000 g	6 lb.
#7, CA-70	6 lb.	30 lb.	2000 g	6 lb.
CA-80, #89	1.1 lb. (500 g)	30 lb.	500 g	-
Fine Aggregate	1.1 lb. (500 g)	30 lb.	500 g	-

CONCRETE PAVEMENT - PRODUCER / CONTRACTOR 1 of 2*

Test Type (concrete manual)	**Spec.**	**Concrete Paving Batch Plant Production Testing**	**Certified Ready-Mix Plant Production Testing**
Gradation **(1)** (5-694.145) (5-694.148)	3126 3137	When over 250 yd^3 produced per day: 1 per 1500 yd^3, or completed 1 per 1/2 day, whichever is the higher sampling rate.	When over 20 yd^3 produced per day: 1 per 400 yd^3, or completed every 4 hours, whichever is the higher sampling rate.
Coarse Aggregate -200 sieve (5-694.146)	3137	Test the first sample then at least 1 of the next 3 samples on the first day of production and each time the Contractor mobilizes the plant, changes the aggregate sources, or the cleanliness of the coarse aggregate is in question, then 1 per day randomly thereafter. Test these samples at the plant.	
Aggregate Moisture QC Verification **(2)** (5-694.142)	3126 3137	If w/c incentives do not apply: 1 per 1000 yd^3, or 1 completed every 4 hours, whichever is the higher sampling rate.	If w/c incentives do not apply: 1 completed every 4 hours.
Water Content, Microwave Oven Verification	Review Concrete Manual	If w/c incentives apply: Obtain the plastic concrete sample at the plant. See Concrete Manual (5-694.532)	
Unit Weight QC		Test one load of concrete per day at the plant. See Concrete Manual (5-694.542)	
Air Content QC (5-694.541)		Test the first load of concrete at the plant	
Coarse and Fine Aggregate Quality	3126 3137	Prior to concrete production: Test the Agency's pre-production sample at the Contractor's discretion. During concrete production: Test the -200 on the quality companion sample the day it was sampled. All other testing is at the Contractor's discretion.	
Coarse Aggregate Quality Testing for Incentive / Disincentive	3137	Test at the Contractor's discretion.	

Minimum Aggregate Sample Size *companion required, double sample size

Aggregate Size	Gradation*	Quality*	Moisture	% -200 C.Agg
3/4" Plus, #4	25 lb.	50 lb.	2000 g	10 lb.
3/4" Minus, #67	25 lb.	30 lb.	2000 g	6 lb.
#7, CA-70	6 lb.	30 lb.	2000 g	6 lb.
CA-80, #89	1.1 lb. (500 g)	30 lb.	500 g	-
Fine Aggregate	1.1 lb. (500 g)	30 lb.	500 g	-

***** Use Certified Ready-Mix Concrete testing rates when: a) The entire concrete paving project is less than 3,500 cu.yd. b) When a secondary plant is used to provide minor work.

NOTE (1): Performing testing on representative material at the end of the most recent day of production is allowed. If well-graded aggregate incentives apply: Use the Contractor's gradation results for well-graded aggregate incentive calculations as verified by Agency testing.

NOTE (2): Complete the initial moisture content and adjust the batch water prior to the start of concrete production each day. If weather conditions allow, performing moisture testing on representative material at the end of production the prior evening is allowed.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

CONCRETE PAVEMENT - PRODUCER / CONTRACTOR 2 of 2

Test Type	Spec.	Concrete Field Testing - Contractor
Air Content before consolidation for Type 3 concrete	Review Concrete Manual Website	1 per 300 yd^3 or 1 per hour, whichever is less. Test first load each day per mix.
Air Content after consolidation for Type 3 concrete		Test 1 air content per 1/2 day per mix of slip form paving to establish an air loss correction factor (ACF). See Special Provisions for additional information.
Slump		**For fixed form placement**: 1 per 300 yd^3 and as directed by the Engineer. Test first load each day per mix. **For slip form placement:** No slump testing required.
Concrete Temperature		Record temperature each time air content, slump or strength test specimen is performed/fabricated by the Contractor.
Flexural Strength		1 beam (28 day) per day per mix. Make additional control beams as necessary. Control beams shall be made within the last hour of concrete poured each day. Fabricate beams, deliver beams to curing site, and clean beam boxes. Cylinders may be substituted for beams at the discretion of the Engineer.
Concrete Pavement Texture		1 per 1000 lineal feet per lane of concrete pavement at locations determined by the Agency. All adjoining lanes shall be tested at the same location if paved at the same time. The Contractor supplies all materials necessary to perform the required testing.
Thickness		The Contractor drills concrete cores at locations determined by the Agency. The Contractor probes the plastic concrete at locations determined by the Agency.
Surface Smoothness		Contractor provides MnDOT certified inertial profiler results for the entire project as required by the contract. Check for current certification.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

2404 CONCRETE WEARING COURSE FOR BRIDGES

Test Type (concrete manual)	**Spec.**	**Contractor Testing**	**Agency Testing**	**Form**
Gradation, Quality, Coarse Agg -200 QC/Verification (5-694.145) (5-694.146) (5-694.148)	3126 3137	Prior to production, provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. Test Agency companion samples are Contractor's discretion.	1 per fraction prior to production and each time aggregate is delivered to the site.	2410 Sample ID Card
Air Content - Type 3 Concrete (Verification) (5-694.541)	Review Concrete Manual Website	None	1 per 15 yd^3, Test at beginning of pour each day.	Weekly Report of Low Slump Concrete
Slump (Verification) (5-694.531)		None	1 per 15 yd^3, Test at beginning of pour each day. Allow mix to hydrate 5 minutes before slump test to assure all cement is saturated.	
Compressive Strength (5-694.511)		None	1 cylinder (28 day) per 30 yd^3	2409 Cyl. ID Card

Test	Minimum Sample Size *companion req'd, double sample size	
Gradation	6 lb. for # 7	1.1 lb. Sand
Quality	50 lb. for Coarse Aggregate	30 lb. Fine Aggregate

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

CONCRETE PAVEMENT REPAIR - CPR for 3U18

Test Type	Spec.	Contractor Testing	Agency Testing	Forms
Gradation, Quality, Coarse Agg -200	3126 3137	Prior to production, the Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test companion samples at Contractor's discretion.	Gradation: 1 per aggregate fraction prior to production and each time aggregate is delivered to the site. Quality Testing & Coarse Agg -200: 1 test per aggregate fraction per source. The Agency may use the gradation results for the Quality Samples as a substitute for 1 required field gradation.	2410 Sample ID Card
Air Content - Type 3 Concrete	Review Concrete Manual Website	None	1 per 15 yd^3, Test at beginning of pour each day.	21412 Weekly Report of Low Slump Concrete
Slump		None	1 per 15 yd^3, Test at beginning of pour each day. Allow mix to hydrate 5 minutes before slump test to assure all cement is saturated.	
Compressive Strength		None	1 cylinder (28 day) per 30 yd^3	2409 Cyl. ID Card

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

DOWEL BAR RETROFIT - DBR

Test Type	Spec.	Contractor Testing	Agency Testing	Form
Gradation, Quality, Coarse Agg -200	3126 3137	Prior to production, the Contractor shall provide the Agency with: Aggregate pit numbers, 1 passing gradation result per fraction per source. No quality test results are required. Test companion samples are Contractor's discretion.	1 per fraction prior to production and each time aggregate is delivered to the site.	2410 Sample ID Card

Test Type	Spec.	Agency Testing	Form
DBR Material Compressive Strength	Review Concrete Manual	**Contractor Testing: None** **Agency Testing**: During the pre-production test operations: 1 set of 3 cylinders tested at a rate as directed by the Engineer. Testing may need to be repeated if any problems with the dowel bar retrofit material are encountered. **First day of production**: 1 set of 3 cylinders at a rate directed by the Concrete Engineer. **After the first day of production**: 1 cylinder per day during production tested at a rate determined by the Engineer to determine traffic strength.	2409 Cylinder ID Card

Test	Minimum Sample Size *companion req'd, double sample size	
Gradation	1.1 lb. for # 89 & Sand	
Quality	50 lb. Coarse Aggregate	30 lb. Fine Aggregate

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

LANDSCAPING AND EROSION CONTROL ITEMS

Kind of Material	Spec. #	Min. Required Acceptance Testing (Field Testing Rate)
Manufactured Topsoil Borrow, Salvaged Topsoil (stockpiled)	3877.2	As directed by the Engineer
Plant Stock & Landscape Materials	3861 and 2571.2A1	Materials must be in accordance with the Inspection and Contract Administration Guidelines for MnDOT Lanscape Projects of which determines the minimum and maximum criteria thresholds. Certificate of Compliance, Nursery stock certificate registered with Mn Dept. of Agriculture. Out of state products subject to pest quarantines must accompanied by documentation certifying all products are free of regulated pests.
Erosion Control Blanket	3885	Visual Inspection and Check approved products or approved vendors list - As directed by the Engineer.
Erosion Control Netting	3885	
Silt Fence	3886	
Erosion Stabilization Mat	3885	
Flotation Silt Curtain	3887	Accepted, based on manufacturers certification of compliance. Check weight of fabric.
Filter Logs	3897	Visual Inspection
Flocculants	3898	Obtain copy of Certificate of Compliance and MSDS
Fertilizer	3881	Obtain copy of invoice of blended material stating analysis.
Agricultural Lime	3879	Contractor must supply amount of ENP (Equivalent Neutralizing Power) for each shipment.
Mulch - Type 3	3882	Certified Weed Free (Certified sources only) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Mulch - Type 6 - Woodchips		All wood chips supplied by a supplier outside the Emerald Ash Borer quarantine area or have an Emerald Ash Borer Compliance Agreement with the MDA
Seeds	3876	(Certified Vendors Only) (Mixes 100-299) Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Native Seed		(Mixes 300-399) certified seed only. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA).
Sod	3878	Visual Inspection - Check approved products list - As directed by the Engineer. Check for Certified Vendor tag from Minnesota Crop Improvement Association (MCIA) for salt tolerant sod.
Compost (from Certified Source)	3890	
Compost (from Non-Certified Source)		Visual Inspection - As directed by the Engineer.
Hydraulic Soil Stabilizer	3884	Check Approved/Qualified Products List - As directed by the Engineer.

Contact the MnDOT District IA Inspector to provide servicing of your Federal Aid Project.

CHEMICAL ITEMS

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Asphalt Plank	3204	Visual Inspection - As directed by the Engineer.
Calcium Chloride	3911	Review the percentage required as per specification. Check for listing on Qualified Products website.
Magnesium Chloride	3912	
Hot-Pour Crack Sealant (for Crack Sealing/Filling)	3719 3723 3725	Retain Certification of Compliance. Check for listing on Qualified Products website.
Pavement Joint Adhesive	Special Provisions	Retain Certification of Compliance
Waterproofing Materials		
Membrane Waterproofing System	3757	Visual Inspection - Check qualified products list.
Waterproofing Materials - Three Ply System		
Asphalt Primer	3165	Verifiy supplied material meets ASTM D 41
Waterproofing Asphalt	3166	Verifiy supplied material meets ASTM D 449
Fabric	3201	Verifiy supplied material meets ASTM D 41
Paints		
Waterborne Latex - Traffic Paint	3591	Visual Inspection - Check qualified products list - retain Certificate of Compliance.
Epoxy Traffic Paint	3590	
Traffic Marking Paint	Special Provisions	
Non-Traffic Striping Paints	3500 Series	Retain Certification of Compliance
Bridge Structural Steel Paint	3520	Visual Inspection - Check approved products list - retain Certificate of Compliance.
Exterior Masonry Paint	3584	
Noise Wall Stain	Special Provisions	
Drop-on Glass Beads	3592	Visual Inspection - Check qualified products list. Retain Certificate of Compliance.
Pavement Marking Tape	3354 3355 Special Provisions	Visual Inspection - Check qualified products list. Retain Certificate of Compliance.
Signs and Markers	3352	Visual Inspection - Check qualified products list.

Metals 1 of 2

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)*
Guard Rail		
Fittings - Splicers, Bolts, Posts etc.	3381	Visual Inspection - Materials shall be approved before use. Call MnDOT inspector at 218-846-3613 to see if material has been approved.
Structural Plate Beam	3382	
Non-High Tension Guard Rail Cable	3381	
High Tension Guard Rail Cable	Special Provisions	
Steel Posts		
Steel Sign Posts	3401	Visual Inspection - As directed by the Engineer. Retain Certificate of Compliance in Project file.
Fence Posts, Brace Bars, Rails and others	3403	Visual Inspection - As directed by the Engineer. Retain Certificate of Compliance and certified mill analysis in project file.
	3406	
	3379	
Fence		
Barbed Wire	3376	Visual Inspection Retain Certification of Compliance, As directed by the Engineer.
Woven Wire		
Chain Link Fabric		
Components: cup, cap, nut, bolt, end clamp, tension band, truss rod tightener, hog ring, tie wire, tension stretcher bar, truss rod, clamp & tension wire		
Gates	3379	
Pipe		
Water Pipe and other Piping Materials	3364, 3365, 3366 & Special Provisions	Visual Inspection - As directed by the Engineer.
Reinforcing Steel - Inspected by MnDOT & will be charged back to the Local Agency.		
Uncoated Bars	3301	Retain Certificate of Compliance & Certified Mill Analysis
Epoxy Coated Bars	3301	For Epoxy-Coated bars, steel will be tagged "Inspected" when it has been sampled and tested by Mn/DOT prior to shipment, & it will be tagged "Sampled" when testing has not been completed prior to shipment. If the Epoxy-Coated bars are not tagged "Sampled" or "Inspected", submit samples (1 bar 3ft long for each size for each day's coating production), Certificate of Compliance, & Certified Mill Analysis for testing. Maintain original Cert. of Compliance & Certified Mill Analysis in project file.
Spirals	3305	
Stainless Steel Bars	Special Provisions	Visual Inspection Testing as directed by the Engineer (2 bars 3 ft. long per heat per bar size). Certified Mill Test Reports to be filed.

Metals 2 of 2

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)*	
Reinforcing Steel - Inspected by MnDOT & will be charged back to the Local Agency.			
Steel Fabric	3303	2 sq ft if epoxy coated.	Visual Inspection - Retain Certificate of Compliance.
Dowel Bars	3302	One dowel bar and basket from each shipment.	
Prestress/Post Tension Strands	3348 Spec.Prov.	One sample of 2 strands by 6 ft from each heat/production lot.	
Castings			
Drainage Castings	3321	Visual Inspection - Check approved / qualified list.	
	2471		
Electrical	2565		
Anchor Rods (Cast in Place) and Structural Fasteners	3385 3391	Visual Inspection - Check approved / qualified list. Testing as directed by the Engineer, (see Notes below)	
Notes: Manufacturer must have one yearly passing test from the Department for each anchor rod or bolt type. Prior to installation, obtain copy of Mn/DOT passing test report from supplier. Specs 3385.2 A, B, & C require anchor rod markings per ASTM F 1554 S3. The end of each anchor bolt intended to project from the concrete must be die stamped with the grade identification as follows: Grade 36 = AB36, Grade 55 = AB55, Grade 105 = AB105.			
Anchorages (Drilled In)	Special Provisions	Visual Inspection - Check qualified products list.	
Structural Steel	**Inspected by MnDOT & will be charged back to the Local Agency.**		
Steel Bridge - Beams, Girders, Diaphragms, etc.	2471	Structural Metals Inspection Tag and field inspection for damage/defects, check dimensions for contract compliance. Review approved products list as directed by the Engineer. Note: Structural metals products will be inspected at the plant and will be shipped with a Structural Metals Inspection Tag. An inspection confirmation report will be completed by Structural Metals Inspection staff and sent to the field personnel. Only approved suppliers are allowed to supply Structural Metals products. A list of approved suppliers can be found on the Bridge Office web site: http://www.dot.state.mn.us/bridge/	
Concrete Girders-Diaphragms and sole plates			
Expansion Joints			
Steel Bearings			
Railing-Structural tube and ornamental			
Drainage Systems			
Protection Angles			
Overhead Sign structures	2564 2471		
High Mast Lighting Structures	2545 2471		
Monotube Signal Structures	2565 2471		

* Check domestic steel requirement under 1601 Special Provision.

Geosynthetics, Pipe, Tile, Precast/Prestressed Concrete

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Corrugated Metal Products		
Culvert Pipe Under drains Erosion control Structures	3225 thru 3229, 3351, 3399	Make certain pipe is Certified on Invoice, retain certificate of compliance and certified mill analysis in project file.
Structural Plate	3231	
Aluminum Structural Plate	3233	Retain the Certificate of Compliance and certified mill analysis in project file.
Pipe		
Clay Pipe	3251	Visual Inspection
Reinforced Concrete Pipe and Arches, Precast Cattle Pass Units, Sectional Manhole Units	3236	Field Inspection: Check for damage and defects. Check dimensions and class as required.
Non-Reinforced Concrete Pipe	3253	
Drain Tile (Clay or Concrete)	3276	Visual Inspection - Acceptance as directed by the Engineer.
Thermoplastic (TP) Pipe ABS and PVC	3245	Obtain Certificate of compliance. Check for approved marking printed on pipe. Field Inspect for damage or defects.
Corrugated Polyethylene Pipe	3278	Check for markings (AASHTO M 252) Certificate of Compliance. Field Inspect for damage or defects.
Corrugated Polyethylene Pipe - Dual Wall 12"-48"	3247	Visual Inspection - Check approved products list. Obtain Certificate of Compliance.
Precast/Prestressed Concrete Structures - Inspected by MnDOT & will be charged back to the Local Agency.		
Reinforced Precast Box Culvert	3238	Field Inspection: Check for damage and defects. Check dimensions as required. Check for the "MnDOT" stamp and signature on the certification document.
Precast/Prestressed Concrete Structure (beams, posts, etc.)	2405	
Manholes and Catch Basins (Construction)	2506 3622	
Sewer Joint Sealing Compound	3724	Visual Inspection - Acceptance as directed by the Engineer.
Preformed Plastic Sealer for Pipe	3726 Type b	Visual Inspection - Acceptance as directed by the Engineer.
Bituminous Mastic Joint Sealer for Pipe	3728	
EPS Geofoam	Special Provisions	Visual Inspection - Acceptance as directed by the Engineer. Check for yellow aged material, uniformity and dimensions.
Geotextile Fabric and Geogrid Reinforcement	3733 and Special Provisions	Obtain Certificate of Compliance stating minimum average roll values (MARV). MARV must meet Project requirements. Fabric must be listed on Geotextile Small Quantity Acceptance List available at http://www.dot.state.mn.us/materials/aggregatedocs/gtxlist.pdf
Geotextile Small Quantity Acceptance List		
Silt Fence	3886	Visual Inspection - Check approved products list.

ELECTRICAL AND SIGNAL EQUIPMENT ITEMS 1 of 2

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Lighting Standards (Aluminum or Steel)	3811	Visual Inspection - Obtain Certificate of Compliance. The Fabricator will submit "Certificate of Compliance", on a per project basis, to the Project Engineer.
Hand Holes (Precast, PVC, and LLDPE)	2545 2550 2565	Visual Inspection - Check approved/qualified products list. Traffic signal and street lighting projects require hand holes to be listed on the Mn/DOT Signals Approved Products List (APL). For cast iron frame and cover: see Metals - Drainage and Electrical Castings
Foundation	2545	Slump as needed, 1 cylinder per 25 cu.yds. Rebar is required in concrete foundations as specified in the Contract documents for all traffic control signals and roadway lighting projects.
Steel Screw In Foundations	2545 2565	See Approved/Qualified Products List for Roadway Lighting and Signals.
Conduit and Fittings		
Metallic	3801 3802	Visual Inspection - Conduit shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL). For traffic signal and street lighting projects, specific requirements are contained in the Special Provisions for each project.
Non-Metallic (Rigid and HDPE)	3803 Special Provisions	
Anchor Rods and Bolts (Cast in Place)	3385	Visual Inspection - Manufacturer must have one yearly passing test from the Department for each anchor rod or bolt type. Prior to installation, obtain copy of Mn/DOT passing test report from supplier. Specs 3385.2 A, B, & C require anchor rod markings per ASTM F 1554 S3. The end of each anchor bolt intended to project from the concrete must be die stamped with the grade identification as follows: Grade 36 = AB36, Grade 55 = AB55, Grade 105 = AB105.
Anchorages (Drilled In)	Special Provision	Visual Inspection - Check qualified products list.
Miscellaneous Hardware	2545 2565	Visual Inspection - Check approved products list. Will carry "Inspected" tag if sampled and tested prior to shipment. No sample necessary if "Inspected". Do not use if not tested. Field sample at sampling rate for laboratory testing. For traffic signal and street light lighting projects, various miscellaneous hardware is required to be listed on the Mn/DOT Signals and Lighting Approved Products Lists (APL). The Contract documents indicate, which items must be on the Signals and/or Lighting APL.
Cable and Conductors		
Power Conductors	3815.2B1	Visual Inspection - Make certain the conductors are the type specified. Submit Field Inspection report showing type and quantities used. Shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL) and type where applicable.
Loop Detector Conductors (No Tubing)	3815.2B2 (a)	

ELECTRICAL AND SIGNAL EQUIPMENT ITEMS 2 of 2

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Electrical Cables and Single Conductors with Jacket	3815.2B2(b) 3815.2B3	Visual Inspection - Usually inspected at the distributor. Documentation showing project number, reel number(s), & Mn/DOT test number(s) will be included with each project shipment. If such documentation is not received from Contractor, submit sample for testing along with material certification from manufacturer. Do not use if not tested. Pre-inspected materials will not be tagged; an inspection report will be sent by the Mn/DOT inspector for each shipment. Project inspectors should verify that the shipping documents agree with this inspection report. Call Steve Grover at 651-366-5540 or Cindy Schellack at 651-366-5543 with questions. For traffic signal and street lighting projects, the Special Provisions for each project contain electrical cable and conductor specifications.
	3815.2B5	
	3815.2C1 thru .2C8	
	3815.2C14	
	Special Provisions	
Fiber Optic Cables	3815.2C13	Visual Inspection - Check approved products list for Traffic Management Systems.
Ground Rods	2545	Visual Inspection - Check approved products list. Shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL). Detail materials on Materials Acceptance Summary.
	2565	
Luminaires and Lamps	3810	Visual Inspection - Check approved products list. Traffic signal and street lighting projects require luminaries and lamps to be listed on the Mn/DOT Lighting Approved/Qualified Products List (APL). The conductors shall be labeled as being listed by a National Recognized Testing Laboratory (NRTL) and type, where applicable.
Electrical Systems	2565	Electrical Systems are to be reported as a "System" using the LIGHTING, SIGNAL AND TRAFFIC RECORDER INSPECTION REPORT. To be certified by the Project Engineer.
Traffic Signal Systems	2565	Traffic Signal Systems are to be reported as a "System" using the LIGHTING, SIGNAL AND TRAFFIC RECORDER INSPECTION REPORT. To be certified by the Project Engineer.

Brick, Stone and Masonry Units

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Brick		
Sewer (clay) and Building	3612 to 3615	Visual Inspection - Acceptance as directed by the Engineer.
Sewer (Concrete)	3616	Visual Inspection - Acceptance as directed by the Engineer. Air entrainment required. Obtain air content statement from supplier.
Concrete Masonry Units		
Sewer Construction	3621	Visual Inspection - Acceptance as directed by the Engineer. Air entrainment required. Obtain air content statement from supplier.
Modular Block Retaining Walls	Review Current Special Provisions	Visual Inspection - Note: All lots of block upon delivery shall have Manufacturer or Independent laboratory test results to verify passing both compression and freeze-thaw requirements. * Wall units and cap units are considered separate block types.
Reinforced Concrete Cribbing	3661	Visual Inspection - Acceptance as directed by the Engineer. Will be stamped when inspected prior to shipment.
Stone for Masonry or Rip-Rap	3601 and Special Provisions	Visual Inspection - Acceptance as directed by the Engineer.
REMARKS: Each source shall be approved by Project Engineer or Supervisor for quality, prior to use. For questions on quality, contact District Materials or Geology Unit.		

Miscellaneous Materials

Kind of Material	Spec. No.	Min. Required Acceptance Testing (Field Testing Rate)
Timber, Lumber Piling & Posts	3412 to 3471 & 3491	Visual Inspection - Acceptance as directed by the Engineer. Untreated materials shall be inspected in the field. Treated materials shall be Certified on the Invoice or Shipping Ticket. Material is inspected and stamped by an Independent Agency as per Specification 3491. Contact Laboratory for additional information.
Miscellaneous pieces and Hardware (Galvanized)	3392 3394	Visual Inspection - Acceptance as directed by the Engineer.
Insulation Board	3760	
Elastomeric Bearing Pads - Plain or Laminated	3741 and Special Provisions	Check dimensions. Check repair of tested pad. Obtain copy of Certificate of Compliance. DO NOT USE ANY PADS THAT ARE NOT CERTIFIED.
Cotton Duck Bearing Pads		

Approved/Qualified Products

Asphalt Products

Bridge Products

Concrete Products

Crack & Joint Materials Products

Truncated Domes

Drainage

Erosion Control and Landscaping Products

Geosynthetics

Maintenance Shop Supplies

Paint/Stain/Coating Systems (Non-Pavement) Products

Roadside Safety Hardwarel

Roadway Lighting Products

Traffic Control Signals Products

Signing Products

Snow and Ice Chemical Products

Temporary Traffic Control Devices

Traffic Management Systems/ITS

Vehicle Safety Lighting

Walls (Retaining/Noise)

SALT Construction Website - Additional Resources

Bituminous Engineering

- Asphalt Binder Certified Supplier
- Asphalt Emulsion Certified Supplier

Concrete Engineering

- MnDOT Concrete Manual
- QC & QA RM Plant Workbooks
- MnDOT Certified Ready-Mix Program

Grading & Base Engineering

- Testing procedures in the Grading & Base Manual.
- Forms and worksheets at the Grading & Base Website.
- Gradation worksheets at the SALT Construction Website

SALT SMC - LGA Contacts

Districts 1, 2, 3, 4
Ron Bumann - State Aid Construction Practices Specialist
ronald.bumann@state.mn.us
218-725-2811

Districts 6, 7, 8
Rollin Larson - State Aid Construction Specialist
rollin.larson@state.mn.us
507-205-6403

Metro
Mike Pretel - State Aid Construction Engineer
michael.pretel@state.mn.us
651-234-7778

Jim Deeny - State Aid Construction Liaison
james.deeny@state.mn.us
651-234-7762

Telephone Index for MnDOT Specialty Offices

Grading & Base

Terry Beaudry	(651) 366-5456
John Bormann	(651) 366-5496
Melissa Cole	(651) 366-5432

Website: www.dot.state.mn.us/materials/gradingandbase.html

Bituminous

John Garrity	(651) 366-5577
Asphalt Binder	
Jim McGraw	(651) 366-5548
Jason Szondy	(651) 366-5549

Bituminous Specialty Items

Terry Beaudry	(651) 366-5456
Greg Schneider	(651) 366-5403
Melissa Cole	(651) 366-5432
Tom Wood	(651) 366-5573

Website: www.dot.state.mn.us/materials/bituminous.html

Concrete

Concrete – Aggregates and Mix Design Concrete – Certified Ready Mix Concrete Wendy Garr	(651) 366-5423
Concrete – Paving Rob Golish	(651) 366-5576
Concrete – Bridges Ron Mulvaney	(651) 366-5575
Concrete – Pavement Rehabilitation Gordy Bruhn	(651) 366-5523

Website: www.dot.state.mn.us/materials/concrete.html

Landscaping and Erosion Control Items

Erosion Control Lori Belz	(651) 366-3607
Landscaping Scott Bradley	(651) 366-4612
Wood Chips Tina Markeson	(651) 366-3619

Chemical Items

Allen Gallistell	(651) 366-5545
Dave Iverson	(651) 366-5550

Metallic Materials and Metal Products Sampling

Steve Grover	(651) 366-5540
Laboratory - Test Results	(651) 366-5560
Bridge Structural Metals	
Todd Niemann	(651) 366-4567
Barry Glassman	(651) 366-4568

Miscellaneous Materials

Steve Grover	(651) 366-5540
Bearing Pads	
Todd Niemann	(651) 366-4567
Barry Glassman	(651) 366-4568
Laboratory - Test Results	(651) 366-5560

Geosynthetics, Pipe, Tile, and Precast/Prestressed Concrete

Steve Grover	(651) 366-5540
Rich Lamb	(651) 366-5595
Randy Tilseth	(651) 366-5451
Laboratory - Test Results	(651) 366-5560

Brick, Stone and Masonry Units/Modular Retaining Wall Blocks

Steve Grover	(651) 366-5540
Blake Nelson	(651) 366-5599
Laboratory - Test Results	(651) 366-5561

Electrical & Signal

Susan Zarling	(651) 234-7052
Steve Grover	(651) 366-5540
Wendy Garr - Concrete	(651) 366-5423
Laboratory - Test Results	(651) 366-5560

Materials Lab. Contacts	Independent Assurance
District 1, Duluth Leila DeLuca 218-725-2738 Fax 218-725-2814	Nadine Miller (218) 725-2737 Cell (218) 348-6297
District 2, Bemidji Jeff Long, 218-755-6544 Jason Kisseo, 218-755-6542 Fax 218-755-6540	Thomas Lloyd (218) 755-6545 Cell (218) 766-6949
District 3A, Baxter Tom Boser, 218-828-5755 Fax 218-828-5816	Matt Miles (218) 828-5753 Cell (218)232-6748
District 3B, Saint Cloud Teresa Mertens, 320-223-6555 Fax 320-223-6582	Teresa Mertens, 320-223-6555 Cell (320) 493-3559
District 4, Detroit Lakes Brad Hanson, 218-846-3616 Bruce Bryngelson, 218-846-3614 Wayne Koons, 218-846-3617 Fax 218-846-0744	David Brunner Dist. 4 Mat'ls (218) 846-3613 Cell (218) 849-7393 Sandy Kay Wollschlager 4B Mat'ls (320) 589-7300 Cell (320) 815-6660
Metro District, Maplewood Lab Mike Evans, 651-366-5409 Fax 651-366-5408	Waters Edge Mat'ls (651) 234-7356 East: Steve Reinardy (651) 755-1581 East: Mike Sroga (651) 775-0997 West: Greg Bohmert (651) 775-1005 West: Mike Amiot (651) 775-1042
District 6, Rochester Ken DeCramer, 507-286-7580 Jeff Bale, 507-286-7586 Russ Smith, 507-286-7535 Fax 507-285-7112	Ken Pickett (507) 286-7584 Cell (507) 251-0138
District 7, Mankato Mark Schoeb, 507-304-6186 Scott Swanson, 507-304-6189 Fax 507-304-6191	Mitch Jordahl (507) 304-6187 Cell (507) 380-9619 Brian Lueck (507) 304-6188 Cell (507) 380-8248
District 8A, Willmar Jay Jorgensen, 320-214-6345 Fax 320-214-6306 **District 8B, Marshall** Mark DeAustin, 507-537-2068 Fax 507-537-3802	Jon Vlaminck (320) 214-6348 Cell (320) 894-7409

	Lbs	
Bituminous	35	Aggregate for Gradation QC/QA
	80	for each plus #4 Aggregate Type for Quality Testing
	35	for each minus #4 Aggregate Type for Quality Testing
	80	for each RAP material for Quality Testing
	10	RAS (shingles) for Processsed Gradation and Quality Testing
	65	for Mix Properties (QC/QA) 3 full 6" by 12" cylinder molds for QA
	90	for TSR (QC/QA) 4 full 6" by 12" cylinder molds for QA
	90	for Aggregate Specific Gravity QC/QA
	-	1 quart of Asphalt Binder QA
	-	1/2 gallon for Asphalt Emulsion QA
Grading & Base	30	Aggregate for Gradation (Companion sample from 60 lb split).
	25	Moisture Density Test - Proctor (Companion from 50 lb split).
	30	Aggregate Quality/Percent Crushing Test - 1 per source
Ready-Mix Concrete	25	Gradation 3/4" plus
	10	Gradation 3/4" minus
	6	Gradation CA 70 & #7
	1	Gradation - Sand (500 g), CA 80, #89.
	4.4	Moisture Test Coarse Aggregate (2000 g)
	1.1	Moisture Test Fine Aggregate (500 g)
	50	Quality 3/4" plus - lab sample
	30	Quality 3/4" minus - lab sample
	30	Fine Aggregate - lab sample
	10	3/4" Plus for the -200 Coarse Aggregate Test (5000 grams)
	6	3/4" Minus for the -200 Coarse Aggregate Test (2500 grams)
	5	Cement, Blended Cement, Fly Ash
	-	1/2 pint plastic container for admixtures.

NTI
NORTHERN TECHNOLOGIES, INC.
1408 Northland Drive, Suite 107
Mendota Heights, MN 55120
P:763.433.9175 F:651.389.4190
www.NTIgeo.com

Unearthing confidence™

January 14, 2016

Bolton & Menk, Inc.
Attention: Kevin Kielb, P.E.
2035 County Road D East, Suite B
Maplewood, MN 55109

Subject: Geotechnical Exploration and Engineering Review
Riverdale Drive Improvement Project
Ramsey, Minnesota
NTI Project No. 15.61197.100

Northern Technologies, Inc. (NTI) has completed a total of 5 soil borings for the Riverdale Drive reconstruction project in Ramsey, Minnesota. The scope of services included determining existing subsurface conditions and providing recommendations for site preparation, excavations, engineered fill and compaction, depths of unsuitable soils to be removed, ground water management and potential difficulties during construction. Our services were performed in accordance with our proposal dated November 15, 2015.

PROJECT AND SITE DESCRIPTION

The proposed project consists of the construction of Riverdale Drive between Traprock Street Northwest and Ramsey Boulevard in the City of Ramsey, Minnesota. NTI assumes that the proposed project may include below grade utility improvements, minor grade changes and the construction of an asphalt surfaced roadway.

NTI was not aware of invert elevations or other design details of the proposed utilities at the time this report was prepared.

SUBSURFACE EXPLORATION SUMMARY

NTI performed the subsurface exploration program on December 21, 2015 with a two-person crew using a truck-mounted CME-55 drill rig. Samples were generally collected in accordance with ASTM D 1586 "Standard Test Method for Standard Penetration Testing (SPT) and Split-Barrel Sampling of Soils."

The boring locations and depths were determined by Bolton & Menk, Inc. personnel. The borings terminated at nominal of 10 feet below the existing ground surface. NTI estimated ground surface elevations based upon publically available MNTopo LiDAR data. Subsurface conditions are summarized in the table below. Please refer to the boring logs for additional information.

Table 1: Pavement and Subgrade Summary

Boring No.	Apparent Topsoil Thickness [1] (in)	Fill) Subgrade Material	Native Subgrade Material	Notes
B-1	18	SP-SM	SP	4 ½ Feet of Agricultural Till Zone/ Existing Fill
B-2	10	SP-SM	SP-SM	4 ½ Feet of Agricultural Till Zone/ Existing Fill
B-3	18	NE [2]	SP-SM	
B-4	7	SP-SM, SC	SM	4 ½ Feet of Agricultural Till Zone/ Existing Fill
B-5	8	SP-SM	SP-SM	4 ½ Feet of Agricultural Till Zone/ Existing Fill

1. Material appeared to contain organic matter. This material may not necessarily meet MnDOT or other specifications for topsoil.
2. Fill not encountered in the soil boring.

GROUNDWATER AND GROUNDWATER CONTROL

Groundwater was not observed in our soil borings at the time of our explorations. Groundwater elevations can change due to precipitation events seasonally, changes in topography and site development, and due to long-term climate changes. Also, soil conditions between borings may be conducive to localized seeps or perched water zones that may be permanent or transient.

UTILITIES

The fill and native soils observed in soil borings were generally suitable for utility support. For utilities with planned invert elevations within the existing fill, we recommend that at least the upper 1 foot of the excavation subgrade be scarified, moisture conditioned and re-compacted. In addition, areas unstable or organic laden soils (if encountered) should be subcut and replaced with engineered fill consisting of non-organic debris free mineral soil of similar composition as the underlying native soils. Groundwater, if encountered, should be maintained at least 2 feet below the bottom of the excavation.

The Geotechnical Engineer of Record or their designated representative should observe the project excavations to determine that unsuitable materials have been properly removed and adequate bearing support is provided by the exposed soils. The exposed soil at the base should be compacted with a vibratory roller to 95 percent standard Proctor dry density (ASTM D698). Such observations and testing should be performed prior to backfilling.

The on-site non-organic soils are anticipated to be suitable for reuse if properly moisture conditioned and compacted. Replacement backfill required in utility trenches should consist of non-organic material similar to the surrounding soil.

All import fill should generally consist of non-organic debris free soils of similar composition to the in place native soils. All import fill soils should be approved by NTI or the City's representative prior to utilization.

It is especially important that trench backfill for utility construction within paved areas be thoroughly compacted to minimize future pavement damage. We recommend that such soils be compacted in accordance with the recommendations noted in the "Placement and Compaction of Engineered Fill" section in Appendix B of this report.

The stability of embankments along utility excavations is dependent on soil strength, site geometry, moisture content, and any surcharge load for excavated soils and equipment. We present cautionary remarks concerning stability of excavation side slopes in the "Excavation Stability" section of this report.

The Contractor is solely responsible for assessing the stability of and executing underground utility and project excavations using safe methods. The contractor is also responsible for naming the "competent individual" as per Subpart P of 29 CFR 1926.6 (Federal Register - OSHA).

PAVEMENT RECOMMENDATIONS

The most conservative method of subgrade preparation would be remove the undocumented fill soils and replace them properly compacted engineered fill. This method of subgrade preparation would provide the most uniform subgrade but would also be the most costly method of construction and relatively a-typical considering the relative uniformity of the subgrade soils encountered within the soil borings.

If the City is willing to accept some risk in regard to the future pavement performance, NTI recommends that prior to installing the aggregate base that the existing subgrade be scarified and re-compacted to a depth of at least 12 inches. A proof roll test should then be performed to determine soft or unstable subgrade areas. If rutting or localized unstable subgrade areas are observed, those areas should be subcut, moisture-conditioned, and re-compacted or removed to a stable depth. Excavations for soil corrections in paved areas should allow for a 2 foot oversize beyond the edges of the pavement.

The proof roll should be performed with a tandem axle dump truck loaded to gross capacity (at least 20 tons). Acceptance criteria of the proof roll shall be limited to rut formation no more than one inch depth (front or rear axles) and no pumping (rolling) observed during the visual inspection. Proof roll tests should be observed by an experienced technician or geotechnical engineer prior to placement of the aggregate base course to verify the subgrade will provide adequate pavement support.

If imported fill is required in paved areas it should consist of debris free, non-organic, mineral soil similar in composition to the subgrade soils encountered in the surrounding areas. If sand is imported into areas that are underlain by relatively impervious fine grained soils the sand layer should be drained with drain tile in order to prevent frost heave from water trapped within the imported sand layer during freezing temperatures. Similarly, if clay is used in conjunction with lane widening, drainage from any existing granular soils may be impeded unless subsurface drainage is included. Individual lifts of engineered fill should be tempered for moisture content, placed and compacted as noted in the "Placement and Compaction of Engineered Fill" section in Appendix B of this report.

MINIMUM PAVEMENT THICKNESS

Estimates of minimum thicknesses for new pavement sections for this project have been based on the procedures outlined in the MnDOT Pavement Design Manual using soil parameters based on soil types.

The following minimum thicknesses were estimated based upon our estimated traffic loading, limited soils information, variation across the project area, and experience with similar projects and soil conditions. The performance of stabilometer or similar tests, were beyond the scope of this report; however, they may be performed, upon request, for an additional fee. We estimate that a properly prepared subgrade would have an average stabilometer R-value of 40.

For a 20-year design pavement life and light commercial traffic volumes, Table 2 presents our thickness recommendations for flexible (bituminous) pavement. The 9-ton design assumes that there will less than 300 heavy commercial vehicles per day, a thicker pavement section may be needed if the city anticipates more growth in the project area.

Table 2: Recommended Flexible Pavement Thickness Design Alternative

Pavement Section	(7-ton)	(9-ton)
Bituminous Wear Course (inches)	1.5	2.0
Bituminous Base Course (inches)	2.0	2.0
Class 5 or 7 Aggregate Base (inches)	6.0	8.0

Pavement recommendations assume the subgrade soils and aggregate section below paved surfaces will drain to subsurface piping for eventual discharge into storm sewer, or above grade to ditching, or similar acceptable systems. Lack of surface and subsurface drainage will significantly reduce the capacity and longevity of the pavement systems indicated above.

We recommend pavements receive annual maintenance, as a minimum, to correct damages to the pavement structure, clean and infill cracks which develop, and repair or resurface areas which exhibit reduced subgrade performance. The lack of maintenance can lead to moisture infiltration of the pavement structure and softening of the subgrade soils. This, in turn, can degrade the performance of the pavement system and result in poorly performing pavements with shortened life expectancy.

EXCAVATION STABILITY

Excavation depth and sidewall inclination should not exceed those specified in local, state or federal regulations. Excavations may need to be widened and sloped, or temporarily braced, to maintain or develop a safe work environment. Contractors must comply with local, state, and federal safety regulations including current OSHA excavation and trench safety standards. Temporary shoring must be designed in accordance with applicable regulatory requirements.

ENGINEERED FILL & WINTER CONSTRUCTION

The soils encountered at the project locations will be susceptible to freezing if not provided adequate drainage, insulation or coverage. Frozen soil should not be used as backfill. When the ambient air temperature falls below freezing for an extended period of time, frost forms, and soil near the surface grade expands. Settlement of the fill may occur as the frozen soils thaw.

If frost penetrates the soil prior to paving, soils must be thawed, scarified, and re-compacted as recommended in this report. Subgrade soils should be inspected prior to paving to verify frozen conditions are not present.

CLOSURE

The conclusions and recommendations in this report are predicated on observation and testing of the earthwork directed by Geotechnical Engineer of Record. Our opinions were based on data assumed representative of the site, as encountered from the five soil borings on site. For this and other reasons, we do not warrant conditions below the depth of our borings, or that the strata logged from our borings are necessarily typical across the site. Deviations from our recommendations by plans, written specifications, or field applications shall relieve us of responsibility unless our written concurrence with such deviations has been established.

Our conclusions and recommendations are predicated on observation and testing of the earthwork directed by Geotechnical Engineer of Record. Our opinions are based on data assumed representative of the site. However, the area coverage of borings in relation to the entire project is very small. For this and other reasons, we do not warrant conditions below the depth of our borings, or that the strata logged from our borings are necessarily typical of the site. Deviations from our recommendations by plans, written specifications, or field applications shall relieve us of responsibility unless our written concurrence with such deviations has been established.

The scope of services for this project does not include either specifically or by implication any environmental or biological assessment of the site or identification or prevention of pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

This report has been prepared for the exclusive use of The City of Ramsey and its agents for specific application to the proposed project areas. Northern Technologies, Inc. has endeavored to comply with generally accepted geotechnical engineering practice common to the local area. Northern Technologies, Inc. makes no other warranty, express or implied.

Northern Technologies, Inc.

Steven D. Gerber, P.E.
Senior Engineer

Ryan M. Benson, P.E. Regional Manager/
Principal Engineer

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.

Steven D. Gerber
Date: 01/14/2016 Reg. No. 45298

SDG/rmb

Attachments
Appendix A - General Notes
Appendix B - Groundwater Issues, Compaction and Placement of Fill
Appendix C - Boring Location Diagram, Soil Boring Logs

APPENDIX A

GEOTECHNICAL EVALUATION OF RECOVERED SOIL SAMPLES

We visually examined recovered soil samples to estimate distribution of grain sizes, plasticity, consistency, moisture condition, color, presence of lenses and seams, and apparent geologic origin. We then classified the soils according using the Unified Soil Classification System (ASTM D2488). A chart describing this classification system and general notes explaining soil sampling procedures are presented within appendices attachments.

The stratification depth lines between soil types on the logs are estimated based on the available data. In-situ, the transition between type(s) may be distinct or gradual in either the horizontal or vertical directions. The soil conditions have been established at our specific boring locations only. Variations in the soil stratigraphy may occur between and around the borings, with the nature and extent of such change not readily evident until exposed by excavation. These variations must be properly assessed when utilizing information presented on the boring logs.

We request that you, your design team or contractors contact NTI immediately if local conditions differ from those assumed by this report, as we would need to review how such changes impact our recommendations. Such contact would also allow us to revise our recommendations as necessary to account for the changed site conditions.

FIELD EXPLORATION PROCEDURES

Soil Sampling – Standard Penetration Boring:

Soil sampling was performed according to the procedures described by ASTM D-1586. Using this procedure, a 2 inch O.D. split barrel sampler is driven into the soil by a 140 pound weight falling 30 inches. After an initial set of six inches, the number of blows required to drive the sampler an additional 12 inches is recorded (known as the penetration resistance (i.e. "N-value") of the soil at the point of sampling. The N-value is an index of the relative density of cohesionless soils and an approximation of the consistency of cohesive soils.

Soil Sampling – Power Auger Boring:

The boring(s) was/were advanced with a 6 inch nominal diameter continuous flight auger. As a result, samples recovered from the boring are disturbed, and our determination of the depth, extend of various stratum and layers, and relative density or consistency of the soils is approximate.

Soil Classification:

Soil samples were visually and manually classified in general conformance with ASTM D-2488 as they were removed from the sampler(s). Representative fractions of soil samples were then sealed within respective containers and returned to the laboratory for further examination and verification of the field classification. In addition, select samples were submitted for laboratory tests. Individual sample information, identification of sampling methods, method of advancement of the samples and other pertinent information concerning the soil samples are presented on boring logs and related report attachments.

General Notes

DRILLING & SAMPLING SYMBOLS		LABORATORY TEST SYMBOLS	
SYMBOL	**DEFINITION**	**SYMBOL**	**DEFINITION**
C.S.	Continuous Sampling	W	Moisture content-percent of dry weight
P.D.	2-3/8" Pipe Drill	D	Dry Density-pounds per cubic foot
C.O.	Cleanout Tube	LL, PL	Liquid and plastic limits determined in accordance with ASTM D 423 and D 424
3 HSA	3 ¼" I.D. Hollow Stem Auger	Q_u	Unconfined compressive strength-pounds per square foot in accordance with ASTM D 2166-66
4 FA	4" Diameter Flight Auger		
6 FA	6" Diameter Flight Auger		
2 ½ C	2 ½" Casing		
4 C	4" Casing		**Additional insertions in Qu Column**
D.M.	Drilling Mud	Qp	Penetrometer reading-tons/square foot
J.W.	Jet Water	S	Torvane reading-tons/square foot
H.A.	Hand Auger	G	Specific Gravity – ASTM D 854-58
NXC	Size NX Casing	SL	Shrinkage limit – ASTM 427-61
BXC	Size BX Casing	pH	Hydrogen ion content-meter method
AXC	Size AX casing	O	Organic content-combustion method
SS	2" O.D. Split Spoon Sample	M.A.*	Grain size analysis
2T	2" Thin Wall Tube Sample	C*	One dimensional consolidation
3T	3" Thin Wall Tube Sample	Q_c*	Triaxial Compression
			* See attached data Sheet and/or graph

Water Level Symbol

Water levels shown on the boring logs are the levels measured in the borings at the time and under the conditions indicated. In sand, the indicated levels can be considered reliable ground water levels. In clay soils, it is not possible to determine the ground water level within the normal scope of a test boring investigation, except where lenses or layers of more pervious water bearing soil is present and then a long period of time may be necessary to reach equilibrium. Therefore, the position of the water level symbol for cohesive or mixed soils may not indicate the true level of the ground water table. The available water level information is given at the bottom of the log sheet.

Descriptive Terminology

DENSITY		CONSISTENCY	
TERM	**"N" VALUE**	**TERM**	**"N" VALUE**
Very Loose	0-4	Soft	0-4
Loose	5-8	Medium	5-8
Medium Dense	9 – 15	Rather Stiff	9 – 15
Dense	16 – 30	Stiff	16 – 30
Very Dense	Over 30	Very Stiff	Over 30

Standard "N" Penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2 inch OD split spoon.

Relative Proportions

TERMS	RANGE
Trace	0-5%
A little	5-15%
Some	15-30%
With	30-50%

Particle Sizes

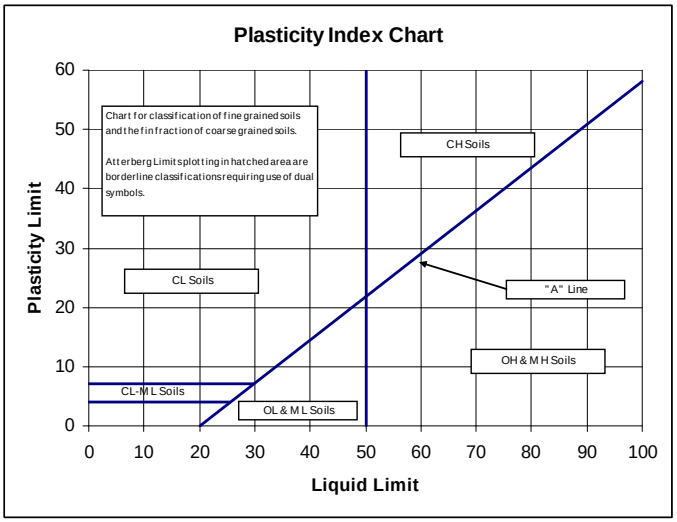
Boulders		Over 3"
Gravel -	Coarse	¾" – 3"
	Medium	#4 – ¾"
Sand -	Coarse	#4 - #10
	Medium	#10 - #40
	Fine	#40 - #200
Silt and Clay		Determined by plasticity characteristics.

***Note*:** Sieve sizes are U.S. Standard.

Classification of Soils for Engineering Purposes

ASTM Designation D-2487 and D 2488 (Unified Soil Classification System)

Major Divisions				Group Symbols	Typical Names	Classification Criteria	
Course Grained Soils More than 50% retained on No. 200 sieve *	***Gravels*** 50% or more of coarse fraction retained on No. 4 sieve.	Clean Gravels		**GW**	Well –graded gravels and gravel-sand mixtures, little or no fines.	***Classification on basis of percentage of fines.*** Less than 5% passing No. 200 Sieve: GW, GP, SW, SP	$C_u = D_{60} / D_{10}$ greater than 4. $C_z = (D_{30})^2 / (D_{10} \times D_{60})$ between 1 & 3.
				GP	Poorly graded gravels and gravel-sand mixtures, little or no fines.		Not meeting both criteria for GW materials.
		Gravels with Fines		**GM**	Silty gravels, gravel-sand-silt mixtures.	More than 12% passing No. 200 Sieve: GM, GC, SM, SC	Atterberg limits below "A" line, or P.I. less than 4. / Atterberg limits above "A" line with P.I. greater than 7. — Atterberg limits plotting in hatched area are *borderline* classifications requiring use of dual symbols.
				GC	Clayey gravels, gravel-sand-clay mixtures.		
	Sands More than 50% of coarse fraction passes No 4 sieve.	Clean Sands		**SW**	Well-graded sands and gravelly sands, little or no fines.	From 5% to 12% passing No. 200 Sieve: Borderline Classification requiring use of duel symbols.	$C_u = D_{60} / D_{10}$ greater than 6. $C_z = (D_{30})^2 / (D_{10} \times D_{60})$ between 1 & 3.
				SP	Poorly-graded sands and gravelly sands, little or no fines.		Not meeting both criteria for SW materials.
		Sands with Fines		**SM**	Silty sands, sand-silt mixtures.		Atterberg limits below "A" line, or P.I. less than 4. / Atterberg limits above "A" line with P.I. greater than 7. — Atterberg limits plotting in hatched area are *borderline* classifications requiring use of dual symbols.
				SC	Clayey sands, sand-clay mixtures.		
Fine Grained Soils More than 50% passes No. 200 sieve *	***Silts and Clays*** Liquid Limit of 50% or less			**ML**	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands.		
				CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.		
				OL	Organic silts and organic silty clays of low plasticity.		
	Silts and Clays Liquid Limit greater than 50%.			**MH**	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts.		
				CH	Inorganic clays of high plasticity, fat clays.		
				OH	Organic clays of medium to high plasticity.		
	Highly Organic Soils			**Pt**	Peat, muck and other highly organic soils.		



APPENDIX B

GROUNDWATER ISSUES

The following presents additional comment and soil specific issues related to measurement of ground water conditions at your project site.

Note that our ground water measurements, or lack thereof, will vary depending on the time allowed for equilibrium to occur in the borings. Extended observation time was not available during the scope of the field exploration program and, therefore, ground water measurements as noted on the borings logs may or may not accurately reflect actual conditions at your site.

Seasonal and yearly fluctuations of the ground water level, if any, occur. Perched ground water may be present within sand and silt lenses bedded within cohesive soil formations.

If minor seepage into project excavations occurs, dewatering with sumps and pumps within excavations will be adequate within fine grained clay or silt based soils. Within the clean sand soils dewatering can likely be accomplished with the use of a well point system.

PLACEMENT AND COMPACTION OF ENGINEERED FILL

Unless otherwise superseded within the body of the Geotechnical Exploration Report, the following criteria shall be utilized for placement of engineered fill on project. This includes, but is not limited to earthen fill placement to improve site grades, fill placed below structural footings, fill placed interior of structure, and fill placed as backfill of foundations.

Engineered fill placed for construction, if necessary should consist of natural, non-organic, competent soils native to the project area. Such soils may include, but are not limited to gravel, sand, or clays with Unified Soil Classification System (ASTM D2488) classifications of GW, SP, SM, CL or CH. Use of silt or clayey silt as project fill will require additional review and approval of project Geotechnical Engineer of Record. Such soils have USCS classifications of ML, MH, ML-CL, MH-CH. Use of topsoil, marl, peat, other organic soils construction debris and/or other unsuitable materials as fill is not allowed. Such soils have USCS classifications of OL, OH, Pt.

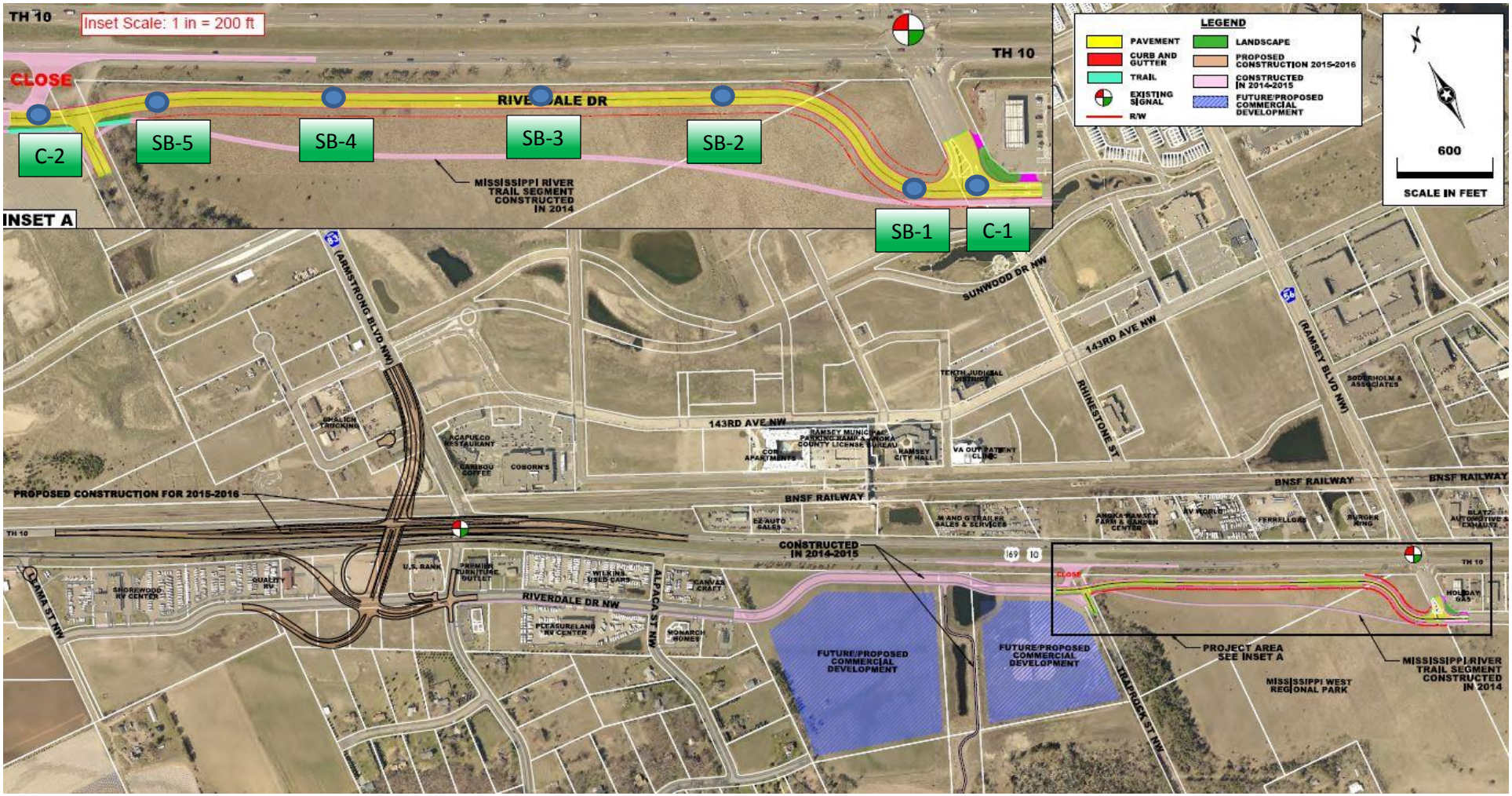
Engineered fill, classified as clay, should be tempered such that the moisture content at the time of placement is equal to and no more than 3 percent above the optimum content for as defined by the appropriate proctor test. Likewise, engineered fill classified as gravel or sand should be tempered such that the moisture content at the time of placement is within 3 percent of the optimum content.

All engineered fill for construction should be placed in individual 8 inch maximum depth lifts. Each lift of fill should be compacted by large vibratory equipment until the in-place soil density is equal to or greater than the criteria established within the following tabulation.

	Compaction Criteria (% respective Proctor) [1]	
Type of Construction	**Clay**	**Sand or Gravel**
Engineered Fill placed as Pavement Subgrade (more than 3 feet below bottom of final grade)	Min. 95	Min. 95
Engineered Fill placed as Pavement Subgrade (less than 3 feet below bottom of final grade)	Min. 100	Min. 100
Engineered Fill placed as Pavement Aggregate Base	NA	Min. 100
Note 1 Unless otherwise required, compaction criteria shall be based on the Standard Proctor Test (ASTM D698).		

Density tests should be taken during engineered fill placement to document earthwork has achieved necessary compaction of the material(s).

APPENDIX C



N

Boring Location Diagram
Riverdale Drive
Ramsey, Minnesota
NTI Project #: 15.61224.100

NOTE: Boring locations are approximate.

NTI
NORTHERN TECHNOLOGIES, INC.

Northern Technologies Inc.
6160 Carmen Ave. E
Inver Grove Heights, MN, 55076
Telephone: 651-389-4191

BORING NUMBER SB-1

CLIENT Bolton & Menk, Inc. **PROJECT NAME** Riverdale Drive

PROJECT NUMBER 15.61224.100 **PROJECT LOCATION** Ramsey, MN

DATE STARTED 12/21/15 **COMPLETED** 12/21/15 **GROUND ELEVATION** 866.2 ft **HOLE SIZE** 6 1/2 inches

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No water encountered

LOGGED BY BH **CHECKED BY** SDG **AT END OF DRILLING** ---

NOTES Elevations estimated using MNTopo LiDAR data. **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT	ATTERBERG LIMITS PLASTIC LIMIT	ATTERBERG LIMITS PLASTICITY INDEX	FINES
0		TOPSOIL (18 inches).	864.7	SS 1	0	1-1-1 (2)							
		1.5											
		POORLY GRADED SAND WITH SILT, (SP-SM) dark brown, fine to medium grained, moist, trace gravel, occasional fine roots (Fill)		SS 2	100	2-2-2 (4)			7				
		4.5	861.7										
5		POORLY GRADED SAND, (SP) brown, fine to medium grained, moist, medium dense, trace gravel (Terrace Deposit)		SS 3	67	3-4-5 (9)			5				3
				SS 4	100	4-5-6 (11)							
10		NOTE: Light brown below 9.5 feet.		SS 5	100	5-6-7 (13)							
		11.0	855.2										

Bottom of borehole at 11.0 feet.

NTI GEOTECH COLUMNS - GINT STD US LAB MAY 2012.GDT - 1/21/16 14:11 - H:\RAMSEY1-PROJECTS\2015 PROJECTS\RIVERDALE DRIVE - GEO - (15.61274.100)\ENGINEERING\ENGINEERING REPORT\RIVERDALE DR.GPJ

Northern Technologies Inc.
6160 Carmen Ave. E
Inver Grove Heights, MN, 55076
Telephone: 651-389-4191

BORING NUMBER SB-2

CLIENT Bolton & Menk, Inc. **PROJECT NAME** Riverdale Drive

PROJECT NUMBER 15.61224.100 **PROJECT LOCATION** Ramsey, MN

DATE STARTED 12/21/15 **COMPLETED** 12/21/15 **GROUND ELEVATION** 863.2 ft **HOLE SIZE** 6 1/2 inches

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A ▽ **AT TIME OF DRILLING** 9.50 ft / Elev 853.70 ft

LOGGED BY BH **CHECKED BY** SDG **AT END OF DRILLING** ---

NOTES Elevations estimated using MNTopo LiDAR data. **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT	ATTERBERG LIMITS PLASTIC LIMIT	ATTERBERG LIMITS PLASTICITY INDEX	FINES
0		0.8 TOPSOIL (10 inches).	862.4	SS 1	11	1-2-1 (3)							
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel (Fill)		SS 2	100	1-2-2 (4)			6				
		4.5	858.7										
5		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, loose to medium dense, trace gravel (Terrace Deposit) Note: Fine to coarse below 7 feet.		SS 3	100	3-4-4 (8)							
				SS 4	100	4-5-5 (10)							
10		▽											
		11.0	852.2	SS 5	100	5-4-6 (10)			5				

Bottom of borehole at 11.0 feet.

NTI GEOTECH COLUMNS - GINT STD US LAB MAY 2012.GDT - 1/21/16 14:11 - H:\RAMSEY1-PROJECTS\2015 PROJECTS\RIVERDALE DRIVE - GEO - (15.61274.100)\ENGINEERING\ENGINEERING REPORT\RIVERDALE DR.GPJ

Northern Technologies Inc.
6160 Carmen Ave. E
Inver Grove Heights, MN, 55076
Telephone: 651-389-4191

BORING NUMBER SB-3

CLIENT Bolton & Menk, Inc. **PROJECT NAME** Riverdale Drive

PROJECT NUMBER 15.61224.100 **PROJECT LOCATION** Ramsey, MN

DATE STARTED 12/21/15 **COMPLETED** 12/21/15 **GROUND ELEVATION** 863.4 ft **HOLE SIZE** 6 1/2 inches

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A ▽ **AT TIME OF DRILLING** 9.50 ft / Elev 853.90 ft

LOGGED BY BH **CHECKED BY** SDG **AT END OF DRILLING** ---

NOTES Elevations estimated using MNTopo LiDAR data. **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT	ATTERBERG LIMITS PLASTIC LIMIT	ATTERBERG LIMITS PLASTICITY INDEX	FINES
0		TOPSOIL (18 inches). 861.9	SS 1	22	2-1-2 (3)							
1.5		POORLY GRADED SAND WITH SILT, (SP-SM) light brown, fine to medium grained, moist, loose to medium dense, trace gravel (Terrace Deposit)	SS 2	100	2-3-3 (6)			5				7
5			SS 3	100	4-4-5 (9)							
			SS 4	100	6-6-6 (12)							
10		▽	SS 5	100	6-8-8 (16)							
11.0		852.4										

Bottom of borehole at 11.0 feet.

NTI GEOTECH COLUMNS - GINT STD US LAB MAY 2012.GDT - 1/21/16 14:11 - H:\RAMSEY1-PROJECTS\2015 PROJECTS\RIVERDALE DRIVE - GEO - (15.61274.100)\ENGINEERING\ENGINEERING REPORT\SRIVERDALE DR.GPJ

Northern Technologies Inc.
6160 Carmen Ave. E
Inver Grove Heights, MN, 55076
Telephone: 651-389-4191

BORING NUMBER SB-4

CLIENT Bolton & Menk, Inc. **PROJECT NAME** Riverdale Drive

PROJECT NUMBER 15.61224.100 **PROJECT LOCATION** Ramsey, MN

DATE STARTED 12/21/15 **COMPLETED** 12/21/15 **GROUND ELEVATION** 868 ft **HOLE SIZE** 6 1/2 inches

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No water encountered

LOGGED BY BH **CHECKED BY** SDG **AT END OF DRILLING** ---

NOTES Elevations estimated using MNTopo LiDAR data. **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT	ATTERBERG LIMITS PLASTIC LIMIT	ATTERBERG LIMITS PLASTICITY INDEX	FINES
0		0.6 TOPSOIL (7 inches).	867.4										
		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel (Fill)		SS 1	33	1-2-2 (4)							
				SS 2	100	2-2-3 (5)			17				6
		4.5	863.5										
5		POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, loose, trace gravel (Terrace Deposit)		SS 3	100	3-3-4 (7)							
		7.0	861.0										
		CLAYEY SAND, (SC) brown, fine to coarse grained, moist, medium, trace gravel (Terrace Deposit)		SS 4	100	4-5-5 (10)							
		9.5	858.5										
10		SILTY SAND, (SM) brown, fine grained, moist, medium dense, trace gravel, iron oxide staining (Terrace Deposit)		SS 5	100	5-5-9 (14)			12				
		11.0	857.0										

Bottom of borehole at 11.0 feet.

NTI GEOTECH COLUMNS - GINT STD US LAB MAY 2012.GDT - 1/21/16 14:11 - H:\RAMSEY1-PROJECTS\2015 PROJECTS\RIVERDALE DRIVE - GEO - (15.61274.100)\ENGINEERING\ENGINEERING REPORT\RIVERDALE DR.GPJ

Northern Technologies Inc.
6160 Carmen Ave. E
Inver Grove Heights, MN, 55076
Telephone: 651-389-4191

BORING NUMBER SB-5

CLIENT Bolton & Menk, Inc. **PROJECT NAME** Riverdale Drive

PROJECT NUMBER 15.61224.100 **PROJECT LOCATION** Ramsey, MN

DATE STARTED 12/21/15 **COMPLETED** 12/21/15 **GROUND ELEVATION** 868.7 ft **HOLE SIZE** 6 1/2 inches

DRILLING CONTRACTOR NTI **GROUND WATER LEVELS:**

DRILLING METHOD 3 1/4 in H.S.A **AT TIME OF DRILLING** --- No water encountered

LOGGED BY BH **CHECKED BY** SDG **AT END OF DRILLING** ---

NOTES Elevations estimated using MNTopo LiDAR data. **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION		SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS LIQUID LIMIT	ATTERBERG LIMITS PLASTIC LIMIT	ATTERBERG LIMITS PLASTICITY INDEX	FINES
0		0.7	TOPSOIL (8 inches). 868.0	SS 1	56	1-1-2 (3)							
			POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, trace gravel (Fill)	SS 2	67	2-3-2 (5)							
		4.5	864.2										
5			POORLY GRADED SAND WITH SILT, (SP-SM) brown, fine to medium grained, moist, loose, trace gravel (Terrace Deposit)	SS 3	100	3-3-3 (6)			4				
				SS 4	89	3-3-3 (6)							
10				SS 5	89	2-3-2 (5)							
		11.0	857.7										

Bottom of borehole at 11.0 feet.

NTI GEOTECH COLUMNS - GINT STD US LAB MAY 2012.GDT - 1/21/16 14:11 - H:\RAMSEY1-PROJECTS\2015 PROJECTS\RIVERDALE DRIVE - GEO - (15.61274.100)\ENGINEERING\ENGINEERING REPORT\SRIVERDALE DR.GPJ

Bituminous Pavement Cores, C-1: 8 ¾ Inches, C-2: 4 ¾ Inches



Our Mission: To work together to resposibly grow our community, and to provide quality, cost-effective, and efficient government services.

CC Regular Session **7. 8.**

Meeting Date: 06/27/2017

By: Jo Thieling, Administrative Services

Information

Title:

Adopt Resolution #17-06-159 Authorizing Staff to Commence an Action in Anoka County District Court Seeking an Order Re-vesting Title to Lot 2, Block 1, COR TWO, City of Ramsey

Purpose/Background:

Purpose: To authorize staff to commence an action in Anoka County District Court seeking an order re-vesting title to Lot 2, Block 1, COR TWO, City of Ramsey

Background: In February 2014, the City executed a Quit Claim Deed conveying Lot 2, Block 1, COR TWO, within the City of Ramsey to McDonald's USA, LLC. The deed contained a right of re-entry in favor of the City. Pursuant to the terms of the right of re-entry, the City may commence an action in Anoka County District Court seeking an order re-vesting title to the property if McDonald's did not commence construction of the improvements on the property by February 16, 2016; or if McDonald's did not substantially complete the construction of the improvements by February 10, 2017. At this point in time, McDonald's has not obtained a building permit or taken any steps to commence construction on the property and all deadlines have passed. McDonald's has indicated they would like to continue to hold on to the property and develop the site when there is an appropriate level of demand to support its restaurant. At this time, McDonald's is not willing to pay an annual fee to hold the title to the property.

Council was updated on this project at their June 13, 2017 Work Session. Part of the discussion centered around the fact that this is a prime commercial property that is just sitting, and the City's Real Estate broker has indicated that their has been significant interest in this piece of property. The value of the property to larger users is also enhanced if it is combined with adjacent parcels.

A consensus was reached that formal action should be considered to seek a District Court order re-vesting title to the property to the City. A resolution authorizing formal action has been drafted and is attached for Council consideration.

Observations/Alternatives:

The property was purchased by McDonald's from the Ramsey HRA for $470,000 on February 26, 2014. As part of the development agreement, the City installed about $300,000 of improvements (i.e., street, sewer, water, and storm water) to service the three lots of the COR II commercial subdivision. McDonald's paid for $40,870 of these costs. McDonald's planned to construct a new restaurant on the property and agreed to do so by a certain date. McDonald's has not obtained a building permit or taken any steps to commence construction on the Property, so the various dates relating to the Deed have lapsed. McDonald's has informed the City that it desires to continue to hold the property and develop the site when there is an appropriate level of demand to support the restaurant.
Deed. Since McDonald's did not substantially complete the construction of the improvements by February 10, 2017, the City, as assignee of the HRA, can commence an action in Anoka County District Court seeking an order re-vesting title to the Property. The City's current options are to:
A. Start the district court action seeking an order re-vesting title to the Property.

B. Do nothing and wait for McDonald’s to develop the Property.
C. Negotiate a new settlement with McDonald’s.
The timeframe of the re-vestment action will be dependent on McDonald's response to the Complaint and lawsuit. The estimated expense of this action if it goes through trial, is expected to be no less than $64,500. However, many of the fees and costs may be unnecessary based on McDonald's response to the Complaint and lawsuit, or substantially reduced, if the number of documents, party deponents, third-party witnesses and experts is small. Both the timeframe and the expense will be greatly reduced if McDonald’s does not contest this action.
Under the re-vestment process, the McDonald’s is not required to receive any compensation for the property. The City invested over $300,000 of improvements in reliance upon McDonald’s commencing with development and the added value that McDonald's would bring as the anchor for this commercial retail node.
Taking the action to re-vest the property allows the City to recoup the cost of preparing the land for development, and would allow the City to sell the land to another development for the purpose of improving the selection of retail and restaurant services, to increase the local tax base, and to provide employment opportunities.

Funding Source:

Legal costs will be deducted from land proceeds at the time of resale.

Recommendation:

It is recommended that the City Council adopt Resolution #16-06-159 Authorizing Staff to Commence an Action in Anoka County District Court Re-vesting Title to Lot 2, Block 1, COR TWO, City of Ramsey.

Action:

Motion to adopt Resolution #16-06-159 Authorizing Staff to Commence an Action in Anoka County District Court Re-vesting Title to Lot 2, Block 1, COR TWO, City of Ramsey.

Attachments

Res 17 06 159
COR Two Plat Map

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/22/2017 05:10 PM
Form Started By: Jo Thieling		Started On: 06/22/2017 09:20 AM
Final Approval Date: 06/22/2017		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #17-06-159

RESOLUTION AUTHORIZING STAFF TO COMMENCE AN ACTION IN ANOKA COUNTY DISTRICT COURT SEEKING AN ORDER RE-VESTING TITLE TO LOT 2, BLOCK 1, COR TWO, CITY OFRAMSEY

WHEREAS, on February 26, 2014, the housing and redevelopment Authority in and for the City of Ramsey, Minnesota executed a Quit Claim Deed conveying Lot 2, Block 1, COR TWO, Anoka County, Minnesota to McDonald's USA, LLC; and

WHEREAS, the Deed contained a right of re-entry in favor of The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota. Pursuant to the terms of the right of re-entry contained in the Deed, the HRA may commence an action in Anoka County District Court seeking an order re-vesting title to the Property in the HRA if either of the following conditions are not met:

a) McDonald's does not commence construction of the improvements on the Property within 720 days after the date of the Deed (deadline was February 16, 2016), or
b) McDonald's does not substantially complete the construction of the improvements within 1080 days after the date of the Deed (Deadline was February 10, 2017); and

WHEREAS, pursuant to Resolution No. 14-12-262 and Resolution No. 14-11-236, The Housing and Redevelopment Authority in and for the City of Ramsey, Minnesota was dissolved and all of the property and property rights owned by the HRA were transferred to the City; and

WHEREAS, McDonald's has not obtained a building permit or taken any steps to commence construction on the Property by the required deadline (February 16, 2016), and McDonald's did not substantially complete the construction of the improvements by the required deadline (February 10, 2017), so both conditions in the Deed have not been met and the City can commence an action in Anoka County District Court seeking an order re-vesting title to the Property; and

WHEREAS, City has an interest in the immediate development of the Property; and

WHEREAS, McDonald's desires to continue to hold the property and develop the site at an unspecified future date; and

WHEREAS, City has invested substantial resources into the platting and development of the McDonald's parcel and the adjacent site in reliance upon the previous agreement with McDonald's, and desires to see return on its investment.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1) The City Administrator is hereby authorized to commence and complete a District Court action seeking an order re-vesting title to Lot 2, Block 1, COR TWO, Anoka County, Minnesota to the City. The City Administrator is authorized to manage the District Court action in his reasonable judgment.

2) The City Administrator is hereby authorized to complete any action necessary with the Examiner of Titles in and for Anoka County to (i) complete the transfer of the right of re-entry from the HRA to the City, including without limitation the execution of a deed if necessary, and (ii) complete the transfer of title to Lot 2, Block 1, COR TWO, Anoka County, Minnesota from the McDonald's USA, LLC to the City .

3) The City Administrator is hereby authorized to execute any documents necessary to effectuate the actions authorized herein.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 27th day of June, 2017.

Sarah Strommen, Mayor

ATTEST:

Jo Ann M. Thieling, City Clerk

SUNWOOD DRIVE

Ch.Brg.=S14°37'56"E
Δ=28°51'59"
R=391.13
L=197.05

Δ=08°38'59"
R=479.00
L=72.31

N08°50'56"W
54.52

N00°11'57"W 102.23

77.30

Δ=81°21'18"
R=115.00
L=163.29

S89°48'03"W
59.99

L=14.02
Δ=04°00'59"

OUTLOT B
OUTLOT B
15,491 sf

S00°11'57"E
116.68

92.63

N19°50'39"E
14.29

L=144.00
Δ=09°45'51"

L=546.64
R=845.00
Δ=37°03'54"

3
3

LOT 3
59,694 sf

Ch.Brg.=N03°56'52"W
Δ=03°29'35"
R=500.00
L=30.48

Δ=05°29'43"
R=500.00
L=47.96

Δ=26°00'33"
R=200.00
L=90.79

L=76.77
Δ=21°59'34"

5.00

24.05

L=28.69
R=82.00
Δ=20°02'36"

S89°48'03"W
236.17

OUTLOT C
9,516 sf

313.15

77.65

N00°11'57"W
104.81

N05°41'40"W 75.58

50.94

78.49

N64°11'24"W

27.55

BLOCK 1

1

S89°47'46"W

235.50

2

LOT 2
59,207 sf

2

L=90.79
R=200.00
Δ=26°00'33"

1

N89°48'03"E 386.50

OUTLOT C

L=230.67
Δ=15°38'27"

LOT 1
60,027 sf

BLOCK 1

29

29.00

29

Lot	Area (sf)	Share %
Lot 1	60,027	33.5
Lot 2	59,207	33.1
Lot 3	59,694	33.4

BLOCK 1

SUNWOOD DRIVE

OUTLOT A

EASTERLY RIGHT-OF-WAY LINE OF
COUNTY STATE AID HIGHWAY NO. 87

140.83