

**CITY of DULUTH
PROJECT SPECIFICATIONS**

**59th Avenue West
Storm Tunnel Repair**

**City of Duluth, MN
411 West 1st St.
Duluth, MN 55802**

City Project #: 1185

Bid # 12-0603

Opening Date: October 18, 2012

Time: 2:00 P.M.

Room 211A City Hall

SPECIFICATIONS SIGNATURE PAGE

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.



Signature

David Bolf

Typed or Printed Name

10/12/12

Date

40926

License No.

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The following forms and regulations/rules/statutes and interpretations, which are incorporated by reference in this contract, are available on the World Wide Web at the sites listed below. The City of Duluth will use its best efforts to ensure that the most recent, applicable forms and regulations/rules/statutes and interpretations are included on the web sites provided; however, if you are the successful bidder, prior to signing the contract, you are responsible for comparing the versions of the forms and regulations/rules/statutes and interpretations attached to the contract which you are signing with the versions on the web to ensure conformity.

THE VERSIONS OF THE FORMS AND REGULATIONS/RULES/STATUTES and INTERPRETATION ATTACHED TO THE CONTRACT WILL BE CONTROLLING. HARD COPIES OF ALL FORMS ARE AVAILABLE AT THE ENGINEERING DIVISION, EXCEPT THE NON-COLLUSION AND AFFIRMATIVE ACTION POLICY STATEMENT, WHICH ARE AVAILABLE AT THE CITY OF DULUTH PURCHASING DEPARTMENT.

Item listing from web:

FORM	WEB SITE
Affidavit of Non-Collusion (required by awarded contractor only)	www.duluthmn.gov/engineering/construction_documents.cfm
Affirmative Action Policy Statement/Certificate - EEO (required by awarded contractor only)	www.duluthmn.gov/engineering/construction_documents.cfm
Bidder's Label for submitting project bids	www.duluthmn.gov/engineering/construction_documents.cfm
Certified Payroll Report form WH347 (front side only)	www.dol.gov/whd/forms/WH347.pdf
Contractor's Haul Route	www.duluthmn.gov/engineering/construction_documents.cfm
Debarment/Suspension Notice 8-7-2012	www.dot.state.mn.us/pre-letting/prov/order/suspension.pdf
HUD 4010	www.hud.gov/offices/adm/hudclips/forms/files/4010.pdf
IC-134 form	www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf
IC-134 on-line submittal (click: Submit Contractor Affidavit; r-side of screen)	www.mndor.state.mn.us/
MN Rules 5200.1105 & .1106	www.duluthmn.gov/engineering/construction_documents.cfm
MN Statutes 177.41 to 177.44	www.revisor.mn.gov/statutes/?id=177
Notice to Bidders Prompt Payment to Subs	www.duluthmn.gov/engineering/construction_documents.cfm
One-Call Instructions	www.duluthmn.gov/engineering/construction_documents.cfm
Purchasing Division General Specifications	www.duluthmn.gov/engineering/construction_documents.cfm
Request to Sublet TP-21834 (5-12-09)	www.duluthmn.gov/engineering/construction_documents.cfm
Statement of Compliance Form (12-10)	www.dot.state.mn.us/const/labor/forms.html
Statement of Compliance Form - 2 nd page WH347	www.dol.gov/whd/wh347.pdf
Supplemental General Conditions Part II 4/15/11	www.duluthmn.gov/engineering/construction_documents.cfm

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NOTICE TO ALL BIDDERS:

The City of Duluth Public Works & Utilities Department – Engineering Division 2011 Edition Standard Construction Specifications book and any addendums or supplements is incorporated by reference and is deemed to be a part hereof as if fully incorporated and set forth herein. The Standard Construction Specification is available on the City website at www.duluthmn.gov/engineering/index.cfm.

SP-1 **SCOPE OF WORK**

This Project consists repairs of flood site 232 including removal and reconstruction of 10' of damage tunnel, spot repairs of concrete tunnel wall, tuck pointing brick arch and manhole, remove and replace storm sewer, road restoration, sidewalks, temporary turf establishment and sodding.

SP-2 **(1710) TRAFFIC CONTROL DEVICES**

All traffic control devices and methods shall conform to the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD), Minnesota Standard Signs Manuals Parts I and II, the Traffic Engineering Manual, and the following:

On any roadway having a 45 mph or higher speed limit prior to construction, all Category I and II temporary traffic control devices used after July 1, 2006 shall meet NCHRP 350 crash testing criteria. This includes all new and used Category I and Category II devices. Category I devices include tube markers, plastic drums and cones, etc. Category II devices include portable sign supports, Type I ,II and III barricades, etc.

The Contractor shall provide the Project Engineer a Letter of Compliance stating that all of the Contractors Category I and II Devices are NCHRP 350 approved as of July 1, 2006. The Letter of Compliance must also include approved drawings of the different signs and devices and shall be provided to the Project Engineer at the Pre-construction meeting.

SP-3 **(1806) DETERMINATION AND EXTENSION OF CONTRACT TIME**

The Contract Time will be determined in accordance with the provisions of Mn/DOT 1806 and the following:

SP-3.1 Construction operations shall be started on or before October 24th, 2012 or within ten (10) calendar days after the date of award by City Council resolution, whichever is later; however, the Notice to Proceed letter will be the official authorization to commence construction operations.

SP-3.2 **Substantial Completion, which includes all tunnel repairs, storm sewer pipe and catch basin replacement, roadway restoration up to Class V and temporary turf establishment, shall be completed by November 30, 2012. Final Completion of the remaining items shall be completed by June 15, 2013.**

SP-3.3 The provisions of Mn/DOT 1806.1C(3) are modified to the extent that the phrase "during the inclusive period from November 15 to April 15," is deleted. A similar phrase set forth in the second paragraph of Mn/DOT 1807.2 is also deleted.

SP-3.4 No work which will restrict or interfere with traffic shall be performed between 12:00 noon on the day preceding and 6:30 a.m. on the day following any consecutive combination of a Saturday, Sunday, and legal holiday without written permission from the Engineer. If the Contractor chooses not to work at all on the day preceding the holiday period, no working day charges will be assessed. If the Contractor chooses to work prior to 12:00 noon on the day preceding the holiday period or if the Contractor obtains written permission to work after 12:00 noon on the day preceding the holiday period, working day charges will be assessed only for the actual hours worked.

SP-3.5 When all, or a portion, of the Contract Time is specified as a calendar completion date, as provided in Mn/DOT 1103, the time is presumed to have been determined by considering the Proposal quantities, normal weather for the locality and season of the year, and the necessity of having the work completed by the specified date. The time may be extended by the Engineer only in accordance with the following:

When the Contract Time is specified as a fixed calendar completion date, any time extensions granted must be justified on the basis of unavoidable delay in starting or completing the progress controlling operations, and then, only when and to the extent that it is shown that delay time could not be overcome and the work brought back on schedule through reasonable adjustments in the Progress Schedule. Provided the Contractor has made all reasonable efforts to maintain an adequate and acceptable Progress Schedule, the specified completion date may be extended as the Engineer determines to be justified, for any of the following reasons:

- 1) Delays caused by failure of the City Council to award the Contract at least 10 calendar days in advance of the latest date specified for beginning construction operations.

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- 2) Delays caused by an earthquake, flood, cloudburst, cyclone, tornado, or other cataclysmic phenomenon of a nature beyond the power of the Contractor to foresee and make preparations in defense against.
- 3) Delays caused by acts of the Government or a political subdivision, or by acts of the public enemy, including fires, epidemics, and strikes not caused by improper acts or omissions of the Contractor.
- 4) Delays caused by an action or non-action of the Department, such as suspension of work by order of the Engineer through no fault on the Contractor.
- 5) Delays caused in incompleteness of work being done by other Contractors or utility owners, or due to other unforeseeable interferences not the fault of the Contractor.
- 6) Delays direction attributable to the performances of Extra Work or increased quantities or work.
- 7) Extraordinary delays in delivery or materials, resulting from strikes, lockouts, freight embargoes, governmental acts, or sudden disaster, or a nature beyond the power of the Contractor or his/her supplier to foresee and forestall.

Delays caused by plant and equipment failure, and delays due to unsuitable weather or conditions resulting therefrom, will not be allowed as justification for time extension except when and only to the extent the Engineer considers justified in view of unavoidable circumstances or events. Normal weather delays and the usual plant and equipment failures must be allowed for establishing work schedules. An extension of time may be granted for such delays as are considered to be in excess of the normal, but only when it is shown that the lost time would not reasonably be made up through acceleration of the remaining work. Failure to prosecute the work continuously and effectively for the full time allowed, with adequate work force and schedule, will be cause for denial of any such time extension that may otherwise be allowed.

SP-4 **(2360) PLANT MIXED ASPHALT PAVEMENT**

In addition to the City of Duluth Standard Specifications 2011 edition and any supplements or addenda to this document, and the latest Mn/DOT (2360) Plant Mixed Asphalt Pavement Specification (dated March 5, 2012), the following apply:

SP-4.1 Mix designation numbers for the bituminous mixtures on this project are as follows:

Type SP 9.5 Wearing Course Mixture (3,C)	SPWEA340C
Type SP 12.5 Non Wearing Course Mixture (3,C)	SPNWB330C

SP-5 **(1508) CONSTRUCTION STAKES, LINES AND GRADES**

The contractor will be responsible for all other intermediate stakes and grades as he/she deems necessary. The contractor will be responsible for the preservation of the stakes set. Any negligence on the contractor's part resulting in the disturbance of the stakes, that need to be reset will be deducted for monies due to the contractor on the pay estimates.

SP-6 **METHOD OF PAYMENT**

Payment for construction items shall be described and quantified as in Exhibit A. All references to Method of Payment in governing specifications are not applicable, and payment shall only be made based on the bid items in Exhibit A unless otherwise authorized by official work order from the Engineer or Owner. Any construction activities, items, or materials identified in the construction drawings but not specifically listed under one of the following payment items shall be incidental to the project.

SP-7 **TEMPORARY TURF ESTABLISHMENT**

MnDOT Seed Mixture 150 shall be applied at a rate of 50#/Ac and Mulch at 2 tons/ac.

SP-8 **COLD WEATHER PRECAUTIONS**

The Contractor shall be prepared to provide construction blankets, temporary heat, or ground thawing as needed to facilitate construction activities during the winter months. Temporary heating or thermal protections measures shall be incidental to the overall construction of the project.

SP-9 **BIDDING QUESTIONS**

All bidding questions concerning the project should be directed to David Bolf at Northland Consulting Engineers, L.L.P., 102 S 21st Avenue West, Suite One, Duluth, Minnesota 55806, (218) 727-5995.

City of Duluth
CERTIFIED PAYROLL CHECKLIST

[State of MN & Federal funded projects rev 4/5/11]
www.duluthmn.gov/engineering/construction_documents.cfm

For ease of communication, the e-mail address of the person responsible for certified payroll reports (CPRs) is necessary from the prime contractor and all subcontractors.
Please reply to the e-mail address in item #20.

- 1) Contractor's name and address must appear on the top line of each **certified payroll report (CPR)**.
- 2) **City project number, name, and location must appear on each weekly CPR AND the Statement of Compliance.**
- 3) **CPRs must be numbered sequentially**; for example, #1, #2, #3, etc.
 - **Should the prime contractor or any subcontractor NOT perform work on a project for one or several weeks, DO NOT submit any CPRs at all. When work resumes, mark the CPR with the next sequential number.**
 - **Should a project continue into another year, continue with the same number sequence.**
- 4) Each **employee's complete address** and the **last four digits of the social security number** must be on the first CPR his/her name appears; subsequent CPRs need only show the name.
 - Hours of work must clearly correspond with the appropriate dates; overtime hours listed separately.
- 5) **CLASSIFICATION and CODE NUMBERS**
Each employee's classification title, group number, and code number **must be indicated on each CPR** using the State of Minnesota Master Job Classification listing.
 - **NOTE** that the U S DOL prevailing wage schedules DO NOT match the State of Minnesota's for every classification—use caution when applying these code and group numbers.
 - **A listing of simply "operator" or "laborer" or "driver," etc. will not be accepted.**
 - » **CPRs will be returned for correction and monthly projects payments could be delayed.**
 - Employees who work in more than one classification must have the hours spent in each classification clearly indicated on separate lines with the appropriate wage.
 - Web site: <https://www.revisor.mn.gov/rules/?id=5200/1100>
- 6) ● The U S DOL form WH-347 may be used for preparing the actual certified payroll report.
web site: <http://www.dol.gov/whd/wh347.pdf>
Any other form or software may be used as long as it mirrors the format of the report above.
- 7) **Total Pay Package**
 - The total pay package—base rate plus fringe benefits—must be equal to or greater than that established in the project prevailing wage schedules **or** the project labor agreement (PLA), if the project is subject to one.
 - » An employer may pay a lower hourly rate and higher fringe benefit rate than stated in the project's wage decision for regular time PROVIDING the total is equal to or greater than that of the wage decision— overtime must be applied to the higher prevailing wage in the project's wage decision.
 - **The overtime rate must be paid at NO LESS than the rate of pay as established in the project's wage decision multiplied by one and one-half half OR the base rate the employee is being paid if it is higher than the wage decision base rate.**
 - The **U.S. DOL Statement of Compliance** [on the reverse side of the WH-347 payroll form] must be used **in addition** to the **MnDOT Prime Contractor-Subcontractor's Statement of Compliance (12/2010)**; the second page must be completed in full regarding the fringe benefits.
web sites: <http://www.dol.gov/whd/wh347.pdf> (page two)
<http://dot.state.mn.us/const/labor/forms.html>

- The fringe benefit package is an integral portion of the prevailing wage. Should the **prime contractor or any subcontractor (regardless of tier)** become delinquent with any fringe benefit plan administrator's requirements for monthly payment, an estimated amount due that plan plus penalties may be withheld from the monthly estimate(s) **OR** the entire monthly estimates(s) may be withheld. See item #10.

8) Other Deductions

- **"Other Deductions"** must be identified; for example: garnishment, alimony, child support, other court ordered deductions, specific fringe benefits, etc. Copies of these documents must be submitted with the first certified payroll report the deduction appears OR an involuntary deduction form must be included with the first certified payroll report the deduction appears.
- **Voluntary deductions** must be clearly marked as to the type: medical, life insurance, 401K, loan payment, etc. A copy of the employee's signed authorization for the voluntary deduction(s) must be included with the first certified payroll the deduction appears.
- **Union dues, union vacation pay, etc.** do not need an authorization form; however, those deductions must be clearly marked on the CPR and the Statement of Compliance which accompanies each CPR. web site: www.duluthmn.gov/engineering/construction_documents.cfm

9) Apprentices

- **Apprentices must be clearly identified on each certified payroll.**
- **A copy of the official state-approved apprenticeship agreement ALONG WITH the ratio language for that particular trade must be included with the first certified payroll report the apprentice appears.**
- Failure to complete the complete apprenticeship papers may result in a delay of project payments.

10) Fringe Benefits

- Only plans approved by the U.S. Department of Labor will be allowed.
- Payments made to bonafide plans must be timely per the stipulations of the plan administrator.
- Delinquent payments may result in a delay of monthly estimates or an estimated dollar amount due deducted from the monthly estimate. MnDOT 1906 Partial Payments will be implemented.

11) Trucking Operations

- **CPRs are required from ALL multiple truck operations (MTOs), partnerships, and corporations which have workers on a city of Duluth construction project.**
- **CPRs are required** from MTOs, partnerships, and corporations who have a contract with a broker and use their own employees or themselves (in a partnership or corporation) on a city of Duluth construction project.
 - » Each partner performing work on a project must submit a copy of his/her commercial driver's license (CDL), cab card, and insurance certificate for the truck being operated with that weekly CPR. It is not necessary to repeat such supporting documentation until a different truck is used and/or certificates have expired.
- **Independent truck operators (ITOs)** must submit copies of their CDL, cab card, and insurance certificate for each truck being operated before commencing work on the construction project. These documents must be sent to the prime contractor who will, then, forward the material to Labor Compliance Specialist. No CPRs are required.

12) Month End Trucking Reports

MnDOT's Month-End Trucking Report must be submitted within five working days of the month ending to Labor Compliance Specialist. web site: www.dot.state.mn.us/const/labor/forms.html

13) Owners/Salaried Persons

City Ordinance 8940, 6/18/85 defines a laborer, mechanic: all persons utilized, employed, or working on a project who are doing work usually done by mechanics and laborers, including proprietors, partners, and members of cooperatives.

- This means that all persons working on a City of Duluth project including owners, partners, salaried person, working foremen, etc. performing laborer and/or mechanic work shall be reported on the certified payroll reports including all data required of any laborer or mechanic.

14) **Base Workweek**

The base workweek is five 8-hour days. Daily overtime must be paid on hours exceeding eight per day.

15) **Overtime**

On this project, time and one-half the regular hourly rate is paid for hours exceeding eight per day / all hours after 40 per week.

- An employer may not withhold overtime payment exclusively until 40 hours per week are satisfied. Daily overtime must be paid as it is earned due the State of MN funding.

16) **Originals**

ORIGINAL certified payroll reports must be submitted WEEKLY. The prime contractor is responsible for all subcontractors' certified payroll reports.

FAXED certified payroll reports WILL NOT be accepted.

QUICKEN BOOK users will need to provide data in a format as the WH-347 payroll form.

(See web site in item #6)

17) **Statement of Compliance**

BOTH the U.S. DOL Statement of Compliance and the MnDOT Prime Contractor-Subcontractor's Statement of Compliance (12/2010) must be completed in full and attached to each weekly certified payroll report.

www.dot.state.mn.us/const/labor/forms.html MnDOT

www.dol.gov/whd/wh347.pdf U S DOL

- Check box A or B for fringe benefit allocation (on the front side of the MnDOT form).
- The back side of the MnDOT form requires the amount paid by classification and category plus the name, address, etc. of the fringe benefit plans.
- Any employee who has an exception to the fringe benefits must be explained in section "C."
- For fringe benefits paid in cash:
 - » indicate this in section "C"
 - » the fringe amount will be added to the employee's regular hourly rate; this total amount will appear on the certified payroll report and is subject to all payroll taxes
 - overtime is calculated at one and one-half the regular hourly rate [see #6 above] plus the fringe benefit amount
- A handwritten—**original**—signature must appear on the back side.

18) **EEO Reports are required on this project**

- Use the MnDOT EEO-13 form. Web site: <http://www.dot.state.mn.us/civilrights/forms.html>
- See the project's specifications/contract for specifics.
- Submit the monthly reports to the Labor Compliance Specialist in item #20

19) **IC-134**

Form IC-134, Withholding Affidavit for Contractors must be submitted before the full retainage can be released.

- on-line: www.mndor.state.mn.us lower right side of screen, click: Submit Contractor Affidavit
- hard copies: www.taxes.state.mn.us/Forms_and_Instructions/ic134.pdf

20) Send weekly original certified payroll reports and EEO reports to: Anna McQuade

direct: 218/730-5089

fax: 218/730-5907

Labor Compliance Technician

City of Duluth

211 City Hall

414 West 1st St

Duluth, MN 55802-1191

Note to subcontractors: the original certified payroll reports must be submitted to the prime contractor. The prime contractor will make a copy for its records and send the originals to the address in item #20.

DATA FOR LABOR COST BIDDING

NOTE:

Wage Decisions are subject to change due to lock-in rules and revisions near the bid opening.

Project No.: 1185

Name: 59th Avenue West Storm Tunnel Repair

This project is funded by:

State of Minnesota with federal funding

The base workweek:

Five 8-hour days--OT on daily hours exceeding eight / OT on all hours after 40 per week

The project DOES NOT contain a *project labor agreement (PLA)*.

Should a project contain a project labor agreement:

- 1) Union scale may **not** be reflected in the prevailing wage schedule(s)
- 2) Note Article II Section 10 for trucking labor costs

OVERTIME REQUIREMENTS:

Overtime must be paid on hours worked in excess of eight hours per day. Contractors (including sub-contractors) are not allowed to pay overtime solely on hours in excess of forty per week.

The overtime rate must be paid at NO LESS than the rate of pay as established in the project's wage decision multiplied by one and one-half OR the base rate the employee is being paid if it is higher than the wage decision base rate.

Project Prevailing Wage Decision: U S DOL Federal Highway 6-15-2012
State of Minnesota Region 1 Highway-Heavy 9-10-2012
State of Minnesota Truck Rental Rates 7-25-2012

INSTRUCTIONS TO BIDDERS

- 1) Use of Separate Bid Forms These contract documents include a complete set of bidding and contract forms which are for the convenience of bidders and are not to be detached from the contract document, completed, or executed. **Separate copies of bid forms are furnished for that purpose.**
- 2) Interpretations or Addenda No oral interpretation will be made to any bidder as to the meaning of the contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the city of Duluth. Any inquiry received seven or more days prior to the date fixed for opening of bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents, and when issued, will be on file in the office of the city engineer at least five days before bids are opened. In addition, all addenda will be mailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.
- 3) Inspection of Site Each bidder should visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to construction and labor, and should fully inform himself as to the facilities involved, the difficulties, and the restrictions attending the performance of the contract. The bidder should thoroughly examine and familiarize himself with the drawings, technical specifications, and all other contract documents. The contractor, by the execution of the contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing; the city of Duluth will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.
- 4) Alternative Bids No alternative bids or bid items will be considered unless alternative bids are specifically requested by the technical specifications.
- 5) Bids
 - a) All bids must be submitted on forms supplied by the city engineer and shall be subject to all requirements of the contract documents, including the drawings, and these **Instructions to Bidders**. All bids must be regular in every respect; no interlineations, excisions, or special conditions shall be made or included in the bid form by the bidder.
 - b) Bid documents, including the bid and the bid guaranty, shall be enclosed in an envelope which shall be sealed and clearly labeled with the project number, if any, name of bidder, and date and time of bid opening, in order to guard against premature opening of the bid. If the proposal is mailed, this envelope shall be placed in another envelope which shall be sealed and labeled with project number, if any, name of bidder, and date and time of bid opening -- and addressed to city of Duluth purchasing manager, 100 City Hall, Duluth, Minnesota 55802.
 - c) The city of Duluth may consider as irregular any bid on which there is an alteration of or departure from the bid form hereto attached and, at its option, may reject the same.
 - d) If the project is awarded, it will be awarded by the city of Duluth to the lowest responsible bidder assuming that the bids are within funds available based on the lowest base bid and or in combination with selected alternates (if any). The alternates will be accepted in descending order. By the award of the contract, it is assumed that the work will be completed within the time-frame as specified within the contract documents.
 - e) Each bidder shall include in his bid the following information:
 - Principals – names, home addresses including city, state, and zip code
 - Firm – name, federal i.d. number, address, city, state, and zip code
 - Mechanical & Electrical Subcontractors -- names of firms that will do the mechanical and electrical work and the amounts of the mechanical and electrical sub-bids, if applicable and when (where indicated on Bid Proposal form).
- 6) Bid Guaranty
 - a) The bid must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the amount of the bid. At the option of the bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government bond (at par value), or a bid bond. No bid will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the city of Duluth, Minnesota. Cash deposits will not be accepted. The bid guaranty shall insure the execution of the agreement and the furnishing of the surety bond or bonds by the successful bidder, all as required by the contract documents.

- b) Revised bids submitted before the opening of bids, whether forwarded by mail, fax, or in person, if representing an increase in excess of two percent (2%) of the original bid, must have bid guaranty adjusted accordingly; otherwise, the bid will not be considered.
- c) Certified checks or bank drafts, or the amount thereof, bid bonds, and negotiable U.S. Government bonds of unsuccessful bidders, will be returned as soon as practical after the opening of bids.

7) Collusive Agreements

- a) The successful bidder on each city of Duluth construction project shall be required to execute a city of Duluth non-collusive affidavit to the effect that he has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.
- b) Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for prior approval on the MnDOT Request to Sublet Form (Standard Specification 1801) TP-21834 (5/18/2007).

8) Unit Prices The unit price, for each of the several items in the proposal of each bidder, shall include its prorata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. The special attention of all bidders is called to this provision; for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, provided the net monetary value of all such additive and subtractive changes in quantities of such items of work (i.e., difference in cost) shall not increase or decrease the original contract price by more than twenty-five percent (25%), except for work not covered in the drawings and technical specifications.

9) Corrections Erasures or other changes in the bids must be explained or noted over the signature of the bidder.

10) Time for Receiving Bids

- a) Bids received prior to the advertised hour of opening will be securely kept, sealed. The officer, whose duty it is to open them, will decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the city purchasing office that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
- b) Bidders are cautioned that, while fax modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended, subject to rejection.

11) Opening of Bids At the time and place fixed for the opening of bids, the city purchasing manager will cause to be opened and publicly read aloud every bid received within the time set for receiving bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present in person or by representative.

12) Withdrawal of Bids Bids may be withdrawn on written or faxed request dispatched by the bidder in time for delivery in the normal course of business to the time fixed for opening; provided, that written confirmation of any faxed withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid guaranty of any bidder withdrawing his bid in accordance with the foregoing conditions will be returned promptly.

13) Award of Contract: Rejection of Bids

- a) The contract will be awarded to the responsible bidder submitting the lowest bid complying with the conditions of the Invitation to Bid. The bidder, to whom the award is made, will be notified at the earliest possible date. The city of Duluth, however, reserves the right to reject any and all such bids and to waive any informality in bids received whenever such rejection or waiver is in its interest.
- b) The city of Duluth reserves the right to consider as unqualified to do the work of general construction, any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in the contract documents. A project labor agreement will be included in all contracts exceeding \$150,000.

14) Execution of Agreement: Performance and Payment Bond.

- a) Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the city of Duluth an agreement in the form as furnished by the City, in such number of copies as the city of Duluth may require.
- b) Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish:
 - 1) A performance bond for the use and benefit of the city of Duluth to complete the contract according to its terms, and conditioned on saving the city of Duluth harmless from all costs and charges that may accrue on account of completing the specified work; and
 - 2) A payment bond for the use and benefit of all persons furnishing labor and materials for the performance of the contract conditioned upon the payment, as they become due, of all just claims for labor and materials.

Both the performance bond and the payment bond shall be in a penal sum of not less than the amount of the contract awarded. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to, that of the agreement. A current power of attorney for the person who signs for any surety company shall be attached to such bonds.

- c) The failure of the successful bidder to execute such agreement to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the city of Duluth may grant, based on reasons determined sufficient by the city of Duluth, shall constitute a default, and the city of Duluth may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid bond. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the city of Duluth for a refund.

15) Wages and Salaries

- a) Attention of bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and fringe benefit rates specified in the contract documents and the conditions of employment with respect to certain categories and classifications of employees.
- b) The rates of pay set forth in prevailing wage schedule(s) are *potentially* the minimums to be paid during the life of the contract. Project funding sources, bid opening date, contract award date, and the contract start date may be factors resulting in a change of prevailing wage schedules. It is, therefore, the responsibility of bidders to inform themselves as to local labor conditions, such as the length of work day hours in conjunction with the project's funding sources, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates. A project labor agreement will be included in all contracts exceeding \$150,000.

- 16) Equal Employment Opportunity Attention of bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. (See Supplementary General Conditions, Part II, Section 11).

- 17) Employment and Business Attention of bidders is particularly called to the requirement that, to the greatest extent feasible, opportunities for training and employment made possible by this project shall be given to lower income residents of the city of Duluth. Additionally, if any work is subcontracted, efforts should be made to award subcontracts to concerns located in or owned in substantial part by persons residing in the city of Duluth.

- 18) Sales and Use Taxes It is assumed that, in the preparation of his proposal, the bidder has taken into consideration his/her liability from any sales, use, or excise tax that might be assessed in the purchase of, storage, use, or consumption of any materials, services, or supplies for performance of the contract work. Any such tax paid by the contractor will be considered as his/her expense, for which no direct compensation will be made by the city to the contractor over and above the accepted bid.

19) Pre-Bid/Pre-Construction Meetings

- a) Should a pre-bid meeting will be held, it will be conducted seven (7) days prior to the bid date (see **Bid Form** for time and place). All prime bidders are requested to attend. All bidders will be allowed to make inquiries regarding the contract documents. All formal decisions will be documented by addendum. Failure of any

prime bidders to attend this meeting could jeopardize the contract award.

- b) Approximately seven (7) days after city council approval of contract award, the successful bidder is required to attend a pre-construction meeting. At this meeting, the successful bidder will present his/her construction schedule, cost breakdown, required submittals, etc.

20) Equal Employment Opportunity (EEO) Affirmative Action Police Statement and Compliance Certificate.

- a) The successful bidder on each city of Duluth construction project shall be required to execute a certificate substantially in the form herein provided.
- b) Before executing any subcontract in excess of \$2,500, the successful bidder shall require the subcontractor to execute a form similar in nature to the form herein provided.

City of Duluth

Indemnification & Insurance Requirements

(Updated February 16, 2011)

(Please Be Sure These Requirements Can Be Met Before Submitting Your Response)

INDEMNIFICATION CLAUSE

The Contractor will defend, indemnify and save the City harmless from all costs, charges, damages, and loss of any kind that may grow out of the matter covered by this contract. Said obligation does not include indemnification of the City for claims of liability arising out of the sole negligent or intentional acts or omissions of City but shall include but not be limited to the obligation to defend, indemnify and save harmless the City in all cases where claims of liability against the City arise out of acts or omissions of City which are derivative of the negligence or intentional acts or omissions of Contractor such as, and including but not limited to, the failure to supervise, the failure to warn, the failure to prevent such act or omission by Contractor and any other such source of liability. In addition, Contractor will comply with all local, state and federal laws, rules and regulations applicable to this contract and to the work to be done and things to be supplied hereunder.

INSURANCE

- a. Contractor shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Contractor and City from all liability described in the paragraph above, subject to provisions of subparagraph below.
 - (1) Worker's compensation in accordance with the laws of the state of Minnesota.
 - (2) Public Liability and Automobile Liability Insurance with limits not less than **\$1,500,00** Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the city of Duluth; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
 - (3) City of Duluth shall be named as **Additional Insured** under the Public Liability, Excess/Umbrella Liability* and Automobile Liability, or as an alternate, Contractor may provide Owners-Contractors Protective policy, naming itself and the City of Duluth. Contractor shall also provide evidence of Statutory Minnesota Worker's Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-days notice of cancellation, non-renewal or material change provisions included. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Contractor's interests and liabilities.

**An umbrella policy with a "following form" provision is acceptable if written verification is provided that the underlying policy names the City of Duluth as an additional insured.*

- (4) If a certificate of insurance is provided, the form of the certificate shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, non-renewal or modification of the policy or coverages evidenced by said certificate and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.
 - (5) **The use of an “Acord” form as a certificate of insurance shall be accompanied by two forms – 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) or equivalent, as approved by the Duluth City Attorney’s Office.**
- b. The insurance required herein shall be maintained in full force and effect during the life of this Agreement and shall protect Contractor, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Contractor, its employees, agents and representatives in the negligent performance of work covered by this Agreement.
 - c. Certificates showing that Contractor is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Contract and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Contract.
 - d. The City shall be named as an additional insured on each liability policy other than the workers’ compensation policies of the Contractor.
 - e. The certificates shall provide that the policies shall not be changed or canceled during the life of this Contract without at least 30 days advanced notice being given to the City.
 - f. Contractor shall be required to provide insurance meeting the requirements of this Paragraph unless Contractor successfully demonstrates to the satisfaction of the City Attorney, in the exercise of his or her discretion, that such insurance is not reasonably available in the market. If Contractor demonstrates to the satisfaction of the City Attorney that such insurance is not reasonably available, the City attorney may approve an alternative form of insurance which is reasonably available in the market which he or she deems to provide the highest level of insurance protection to the City which is reasonably available.

Procedure verified by:

_____ Date _____
 Don Douglas, Claims Adjuster
 Duluth City Attorney’s Office

PRE-2004 CG 2010

A. **Section II - Who Is an Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

NOTICE OF CANCELLATIONS ENDORSEMENT IL-7002 (10-90)

All Coverage Parts included in this policy are subject to the following condition: If we cancel this policy for any reason other than non-payment of premium, we will mail advance notice to the person(s) or organization(s) as shown in the Schedule.

Person or Organization <u>(Name and Address)</u>	Schedule Advance Notice (Days)
City of Duluth Purchasing Division Room 100 City Hall 411 West First Street Duluth, MN 55802	30



REQUEST FOR BID

DATE 10/10/2012

BID # 12-0603

RETURN BY BID OPENING TIME TO:

PURCHASING DIVISION
100 CITY HALL
Duluth, MN 55802
Dennis Sears
dsears@duluthmn.gov
PHONE: 218-730-5340
FAX: 218-730-5921

59th Avenue West Storm Tunnel Repairs

BID OPENING DATE AT 2:00 P.M. ON THURSDAY OCTOBER 18, 2012

Note: all bids must be written, signed and transmitted in a sealed envelope, plainly marked with the bid number, subject matter, and opening date. The City of Duluth reserves the right to split award where there is a substantial savings to the City, waive informalities and to reject any and all bids. Bidder should state in proposal if bid price is based on acceptance of total order. Low bid will not be the only consideration for award of the bid. All pages shall be signed and initialed by authorized bidder's representative as indicated at the bottom of the page(s) of the request for bid form.

RETURN BID IN DUPLICATE WITH DUPLICATE DESCRIPTIVE LITERATURE
FOR BID RESULTS, ENCLOSE A SELF-ADDRESSED, STAMPED ENVELOPE WITH BID

BID DEPOSIT REQUIREMENTS: 5% OF BID AMOUNT

Deposit shall mean cash, cashier's check or corporate surety bond payable to or in favor of the City of Duluth.

A PERFORMANCE BOND AND A PAYMENT BOND shall be required of the successful bidder, BOTH in the full amount of the bid.

INSUREANCE CERTIFICATE required per attached requirements.

Vendor Email Address: _____

NAME: _____
ADDR1: _____
ADDR2: _____
ADDR3: _____

TOTAL BID PRICE # _____
TO INCLUDE ANY ADDITIONAL PAGES.

BY: _____
(Print) (Title)
(Signature) (Tele. #)

The City of Duluth is an Equal Opportunity Employer.

CITY OF DULUTH

DATE: 10/10/2012

BID #: 12-0603

*****SCHEDULE OF PRICES*****

59th Avenue West Storm Tunnel Repairs

City Project 1185

Bid No. 12-0603

Make all extensions and total the bid.

Item No.	Spec. #	Qty	U/OM	Item Description	Unit Price	Total Price
001		1	Each	Exhibit A (Must Be Returned With The Bid)	\$ _____	\$ _____
TOTAL \$						_____

ADDENDUM RECEIPT ACKNOWLEDGEMENTS:

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

ADDENDUM NO. _____, DATED _____

TOTAL BID IN WORDS:

CONTRACTOR NAME:

THE CONTRACTOR AGREES TO ALL OF THE PROVISIONS CONTAINED IN THE CONTRACT DOCUMENTS. ENCLOSED HERewith FIND A CERTIFIED CHECK OR BID BOND IN THE AMOUNT OF AT LEAST 5% OF THE AMOUNT OF PROPOSAL MADE PAYABLE TO THE CITY OF DULUTH AS A PROPOSAL GUARANTEE WHICH IT

(see additional page(s))

(Initial)

C I T Y O F D U L U T H

DATE: 10/10/2012

BID #: 12-0603

IS AGREED BY THE UNDERSIGNED WILL BE FORFEITED IN THE EVENT THE FORM OF CONTRACT AND BOND IS NOT EXECUTED, IF AWARDED TO THE UNDERSIGNED.

The bidder hereby certifies that he/she has received or viewed on-line the City of Duluth Public Works/Utilities Department - Engineering Division Standard Construction Specifications 2011 with 2012 ammendments booklet and has incorporated the terms hereof in its bid.

SIGNED: _____ FOR

A PARTNERSHIP (OR)

A CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF:

(Initial)

C I T Y O F D U L U T H

DATE: 10/10/2012
BID #: 12-0603

EXHIBIT A

CITY OF DULUTH PROJECT NO. 1185
59th AVE WEST STORM TUNNEL REPAIR

LINE NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	1		
2	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	8		
3	2104.501	REMOVE CURB AND GUTTER	LIN FT	40		
4	2104.501	REMOVE CAST IN PLACE CULVERT PIPE	LIN FT	10		
5	2104.503	REMOVE CONCRETE SIDEWALK	SQ FT	300		
6	2104.505	REMOVE BITUMIONUS PAVEMENT	SQ YD	24		
7	2140.509	REMOVE CATCH BASIN	EACH	1		
8	2140.509	REMOVE CASTING	EACH	1		
9	2104.513	SAWING BITUMINOUS PAVEMENT(FULL DEPTH)	LIN FT	50		
10	2105.501	COMMON EXCAVATION	CU YD	60		
11	2105.522	SELECT GRANULAR BORROW MOD 7% (CV)	CU YD	200		
12	2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	60		
13	2201.511	STRUCTURAL CONCRETE	CU YD	7		
14	2211.503	AGGREGATE BASE (LV), CLASS 5	CU YD	40		
15	2301.511	STRUCTURAL CONCRETE	CU YD	2		
16	2360.505	TYPE SP 9.5 WEARING COURSE MIXTURE	TON	10		
17	2360.505	TYPE SP 12.5 NON WEARING COURSE MIXTURE	TON	15		
18	2502.541	4" PERFORATED PVC PIPE DRAIN	LIN FT	40		
19	2503.541	15" RC SEWER PIPE DESIGN 3006, CLASS III	LIN FT	8		
20	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	5		
21	2506.516	CASTING ASSEMBLY	EACH	1		
22	2521.501	4" CONCRETE WALK	SQ FT	300		
23	2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	40		
24	2541.618	TUCKPOINT BRICK ARCH	SQ FT	100		
25	2563.601	TRAFFIC CONTROL	LUMP SUM	1		
26	2573.502	SILT FENCE TYPE HEAVY DUTY	LIN FT	25		
27	2573.530	STORM DRAIN INLET PROTECTION	EACH	2		
28	2573.601	TEMPORARY EROSION CONTROL	LUMP SUM	1		
29	2575.505	SODDING	SQ YD	150		

TOTAL _____

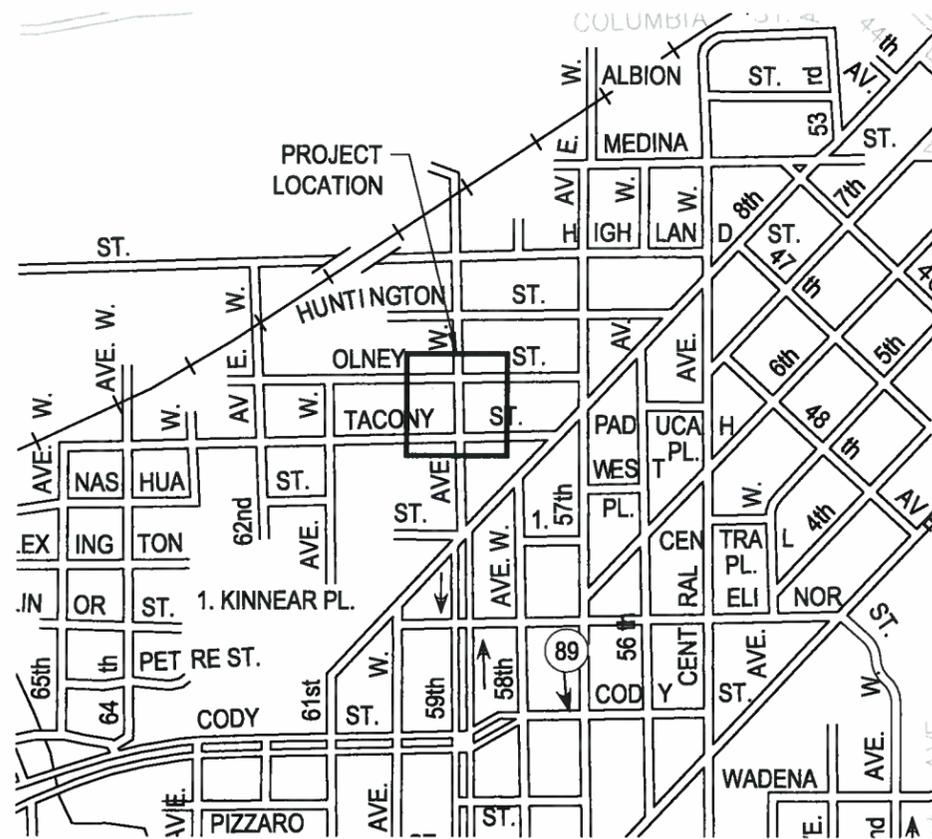
CITY OF DULUTH

DEPARTMENT OF PUBLIC WORKS AND UTILITIES ENGINEERING DIVISION

CONSTRUCTION PLANS FOR:

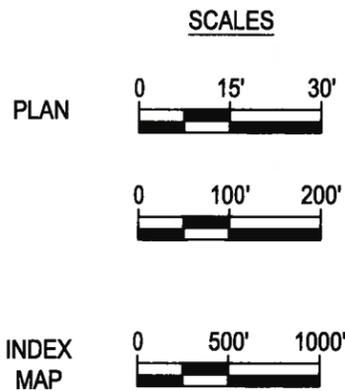
59TH AVENUE WEST STORM TUNNEL REPAIR

CITY PROJECT NO. 1185



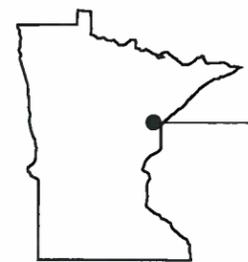
LEGEND

---	ROAD CENTERLINE
- - -	PROPERTY LINE
---	STORM SEWER
---	SANITARY SEWER
ug	UNDERGROUND GAS MAIN
---	EXISTING CONCRETE
---	EXISTING BITUMINOUS
○	SILT FENCE
- - - 650 - - -	EX. MAJOR CONTOURS
- - - 650 - - -	EX. MINOR CONTOURS
---	CONSTRUCTION REMOVALS
⊙	STORM SEWER MANHOLE
⊗	CATCH BASIN
⊙	SANITARY SEWER MANHOLE



MN. TOLL FREE 1-800-252-1166

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".



PROJECT LOCATION
ST. LOUIS COUNTY
CITY OF DULUTH
59TH. AVE. W.

GOVERNING SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. (AVAILABLE AT: <http://www.dot.state.mn.us/tecsup/>)

THE 2360 PLANT MIXED ASPHALT PAVEMENT COMBINED 2360/2350 (GYRATORY/MARSHALL DESIGN) SPECIFICATION FOR 2012 CONSTRUCTION SEASON SHALL APPLY. *AVAILABLE AT: <http://www.mrr.dot.state.mn.us/pavement/bituminous/bituminous.asp>

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MN MUTCD, INCLUDING THE FIELD MANUAL DATED FEBRUARY 2011. *AVAILABLE AT: <http://www.dot.state.mn.us/trafficeng/otepubl/fieldmanual2007/index.html>

THE CURRENT EDITION OF THE CITY OF DULUTH PUBLIC WORKS AND UTILITIES DEPARTMENT STANDARD CONSTRUCTION SPECIFICATIONS AND SUPPLEMENTS OR ADDENDUMS SHALL APPLY.

INDEX

SHEET NO.	DESCRIPTION
C1.0	TITLE SHEET
C2.0	STATEMENT OF ESTIMATED QUANTITIES
C3.0	DETAILS
C4.0	EXISTING CATCH BASIN DETAIL
S1.0	NEW CATCH BASIN DETAILS
C5.0	PHOTOS
C6.0	EXISTING CONDITIONS, REMOVALS & REPLACEMENTS
C7.0	TRAFFIC CONTROL PLAN

THIS PLAN SET CONTAINS 8 SHEETS

APPROVALS

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.

[Signature] 40926 10/12/12
DAVID G. BOLF - PROJECT ENGINEER REG. NO. DATE

CITY APPROVALS

APPROVED *[Signature]* 10/10/12
CHIEF ENGINEER - TRANSPORTATION DATE

APPROVED *[Signature]* 10/10/12
CHIEF ENGINEER - UTILITIES DATE

APPROVED *[Signature]* 10/10/12
CITY ENGINEER DATE

CITY OF DULUTH PROJECT NO. 1185

Northland
Consulting Engineers L.L.P.

Structural, Civil and Forensic Engineering Services
Voice: (218)727-5995 Fax: (218)727-7779 www.noe-engineers.com

Project Name:
**CITY OF DULUTH
59TH AVENUE WEST
STORM SEWER REPAIR**
59th Ave. W. Duluth, 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.
[Signature]
Date 10/12/12 Reg. #: 40926
David G. Bolf

NCE Proj. #: 12-437-C
Date: 10/12/12
Drawn By: EGT
Checked By: DGB

Revisions:

TITLE SHEET

sheet title
sheet number

C1.0

LINE NO.	NOTE NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITIES
1		2021.501	MOBILIZATION	LUMP SUM	1
2	1	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	8
3		2104.501	REMOVE CURB AND GUTTER	LIN FT	40
4	2	2104.501	REMOVE CAST IN PLACE CULVERT PIPE	LIN FT	10
5		2104.503	REMOVE CONCRETE SIDEWALK	SQ FT	300
6		2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	24
7	3	2140.509	REMOVE CATCH BASIN	EACH	1
8		2140.509	REMOVE CASTING	EACH	1
9		2104.513	SAWING BITUMINOUS PAVEMENT(FULL DEPTH)	LIN FT	50
10	4	2105.501	COMMON EXCAVATION	CU YD	60
11	5	2105.522	SELECT GRANULAR BORROW MOD 7% (CV)	CU YD	200
12		2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	60
13	6	2201.511	STRUCTURAL CONCRETE	CU YD	7
14	7	2211.503	AGGREGATE BASE (LV), CLASS 5	CU YD	40
15	8	2301.511	STRUCTURAL CONCRETE	CU YD	2
16		2360.505	TYPE SP 9.5 WEARING COURSE MIXTURE	TON	10
17		2360.505	TYPE SP 12.5 NON WEARING COURSE MIXTURE	TON	15
18		2502.541	4" PERFORATED PVC PIPE DRAIN	LIN FT	40
19		2503.541	15" RC SEWER PIPE DESIGN 3006, CLASS III	LIN FT	8
20	7	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	LIN FT	5
21		2506.516	CASTING ASSEMBLY	EACH	1
22		2521.501	4" CONCRETE WALK	SQ FT	300
23		2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	40
24	9	2541.618	TUCKPOINT BRICK ARCH	SQ FT	100
25		2563.601	TRAFFIC CONTROL	LUMP SUM	1
26		2573.502	SILT FENCE TYPE HEAVY DUTY	LIN FT	25
27		2573.530	STORM DRAIN INLET PROTECTION	EACH	2
28	10	2573.601	TEMPORARY EROSION CONTROL	LUMP SUM	1
29	11	2575.505	SODDING	SQ YD	150

CONSTRUCTION NOTES:

- ITEM INCLUDES 8' OF 15" RCP.
- ITEM INCLUDES REMOVAL OF 10 LINEAR FEET OF CAST IN PLACE BLUESTONE WALLS, CONCRETE BASE & (2) LAYERS OF BRICK ARCH.
- INCLUDES THE REMOVAL OF CONCRETE CATCH BASIN SECTION.
- INCLUDES EXCAVATION FOR THE ROADWAY SECTION & EXCAVATION FOR REPAIRED PIPE ARCH SECTION.
- ITEM TO BE USED FOR RECONSTRUCTING 59TH. AVE. W. & BACKFILL AROUND EXCAVATED AREA FOR PIPE REPAIR.
- ITEM TO BE USED FOR RECONSTRUCT STORM PIPE. SEE STRUCTURAL DETAILS ON C5.0. INCLUDES ALL NECESSARY REINFORCING.
- STRUCTURE SHALL BE SET ON NEW STRUCTURAL CONCRETE TUNNEL. INCLUDES 9" OF SACRIFICIAL CLASS V FOR WINTER. CONTRACTOR SHALL REMOVE, SHAPE & COMPACT CLASS V TO PREPARE FOR BITUMINOUS RESTORATION IN 2013.
- ITEM TO BE USED TO PATCH TUNNEL WALLS IN (2) LOCATIONS.
- ITEM TO BE USED TO TUCKPOINT BRICK ARCH & BRICK MANHOLE STRUCTURE.
- ITEM INCLUDES MULCH & TEMPORARY SEED MIXTURE FOR WINTER.
- INCLUDES 4" OF TOPSOIL & SOD. SHALL BE PLACED IN SPRING 2013.

1 STATEMENT OF ESTIMATED QUANTITIES
C2.0 NOT TO SCALE

CITY OF DULUTH PROJECT NO. 1185



Project Name:
**CITY OF DULUTH
59TH AVENUE WEST
STORM SEWER REPAIR**
59th Ave. W. Duluth, 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.
[Signature]
David G. Bolf
Date 10/12/12
Reg. #: 40926

NCE Proj. #: 12-437-C
Date: 10/12/12
Drawn By: EGT
Checked By: DGB

Revisions:

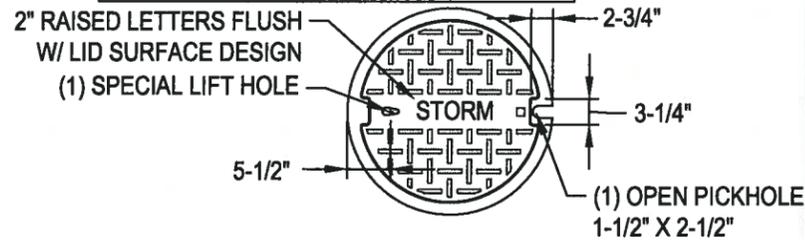
STATEMENT OF ESTIMATED QUANTITIES
sheet
title
sheet
number

C2.0

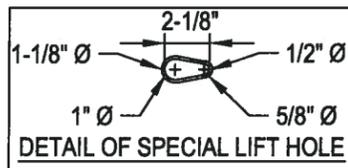
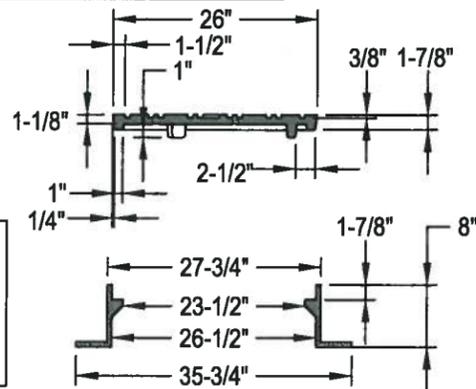
Structural, Civil and Forensic Engineering Services
Voice: (218)727-5995 Fax: (218)727-7779 www.nce-engineers.com

WGT. 298 LBS	MATERIAL: GRAY IRON CLASS 35B
WGT. 122 LBS	TOTAL WEIGHT 420 LBS. SPEC.: ASTM A-48-74

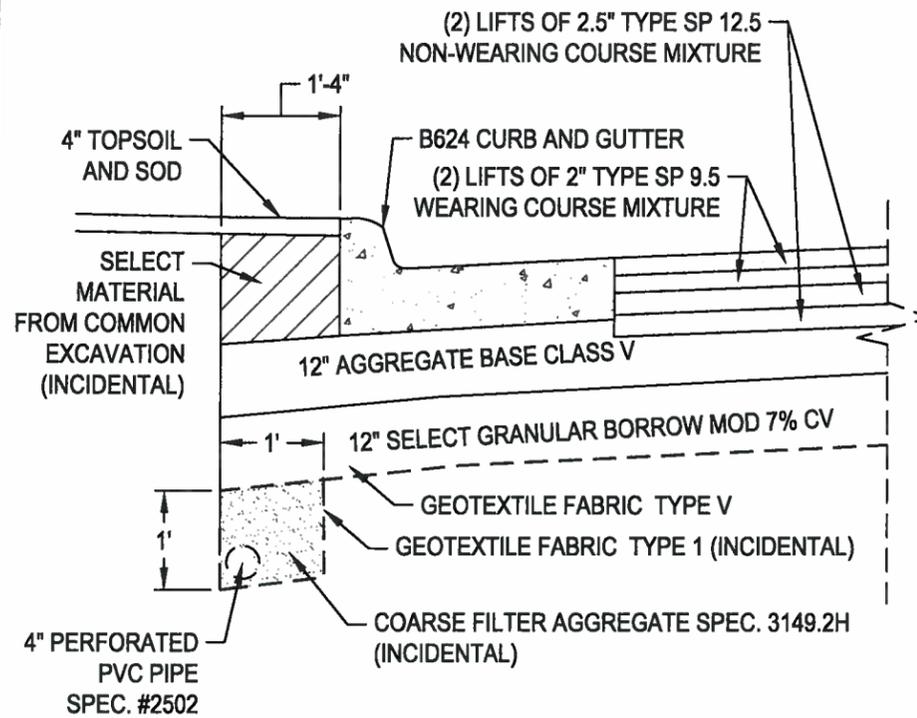
NOTE: SUITABLE FOR HS25 WHEEL LOADS



NOTE: T/CAST SHALL BE .03\"/>



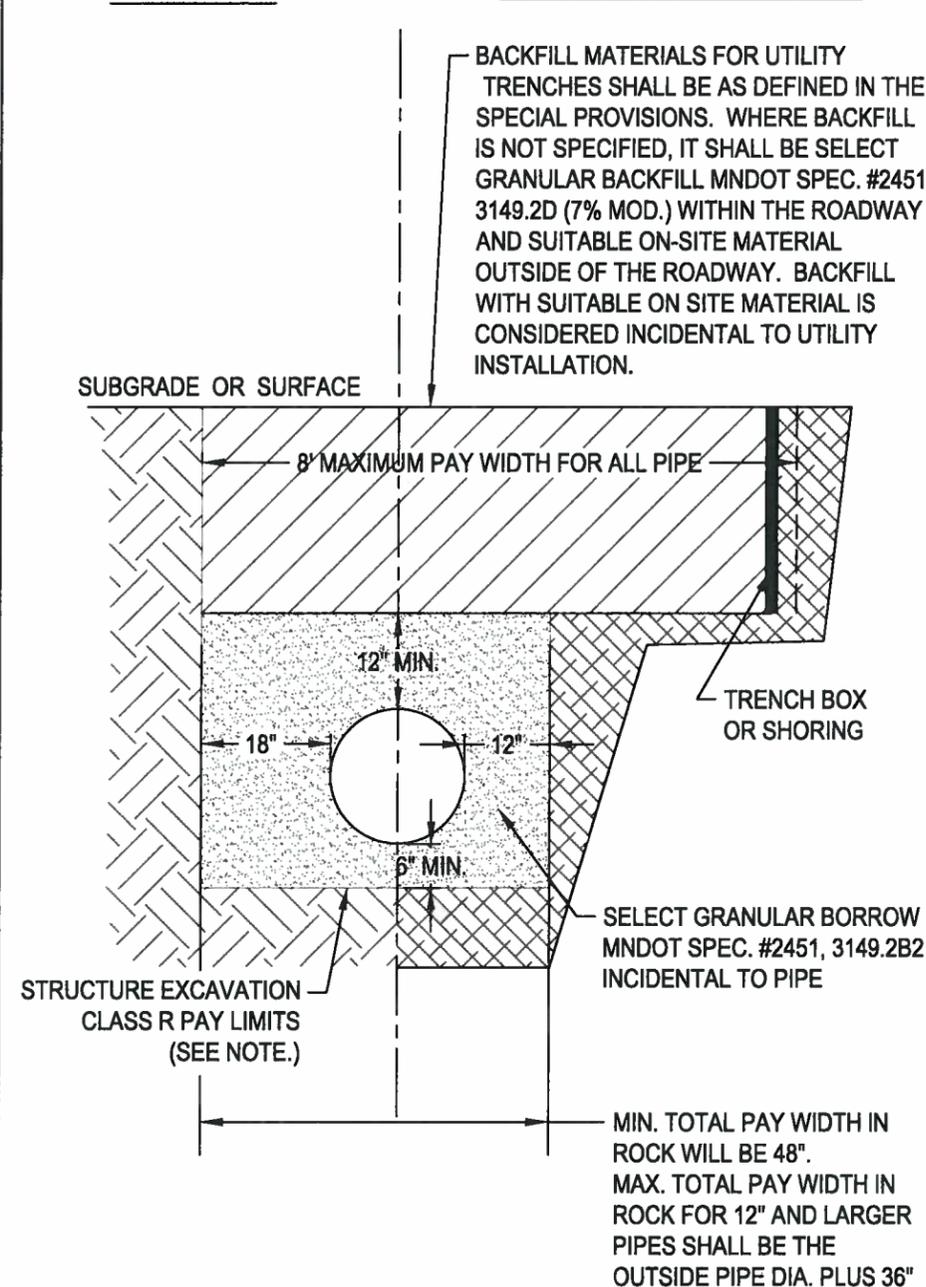
1 STORM MANHOLE CASTING - STRM-1
C3.0 NOT TO SCALE REVIEWED / APPROVED - 03/11/09



3 59TH AVE. WEST RESTORATION DETAIL
C3.0 NOT TO SCALE

ROCK SECTION

UNDISTURBED GROUND SECTION



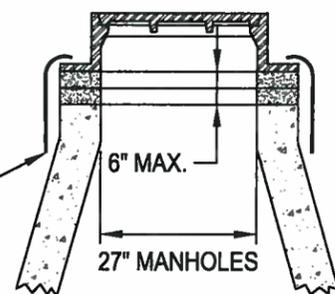
NOTES:

1. TRENCH STABILIZATION MATERIAL MAY BE USED IN AREAS AS DETERMINED BY THE ENGINEER.
2. A MIN. OF 1 CU. YD. OF STRUCTURE EXCAVATION, CLASS R, WILL BE PAID FOR EVERY 10' OF PIPE WHERE ROCK REMOVAL IS REQUIRED.
3. EXCESS EXCAVATION MATERIAL SHALL BE DISPOSED OF OFF PROJECT R.O.W. (INCIDENTAL)
4. WHERE UTILITIES ARE INSTALLED IN ROCK TRENCHES OUTSIDE OF THE ROADWAY, THE CONTRACTOR SHALL PROVIDE COMMON BORROW MATERIAL TO SUPPLEMENT SUITABLE ON SITE BACKFILL MATERIALS AS NECESSARY. COMMON BORROW MATERIAL IS INCIDENTAL TO STRUCTURE EXCAVATION, CLASS R. REFER TO SPECIFICATIONS FOR RESTRICTIONS ON COMMON BORROW MATERIALS.

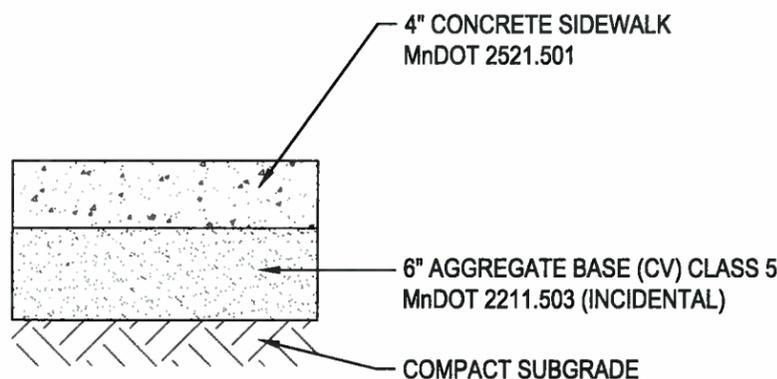
5 RC SEWER PIPE BEDDING DETAIL
C3.0 NOT TO SCALE

CITY OF DULUTH PROJECT NO. 1185

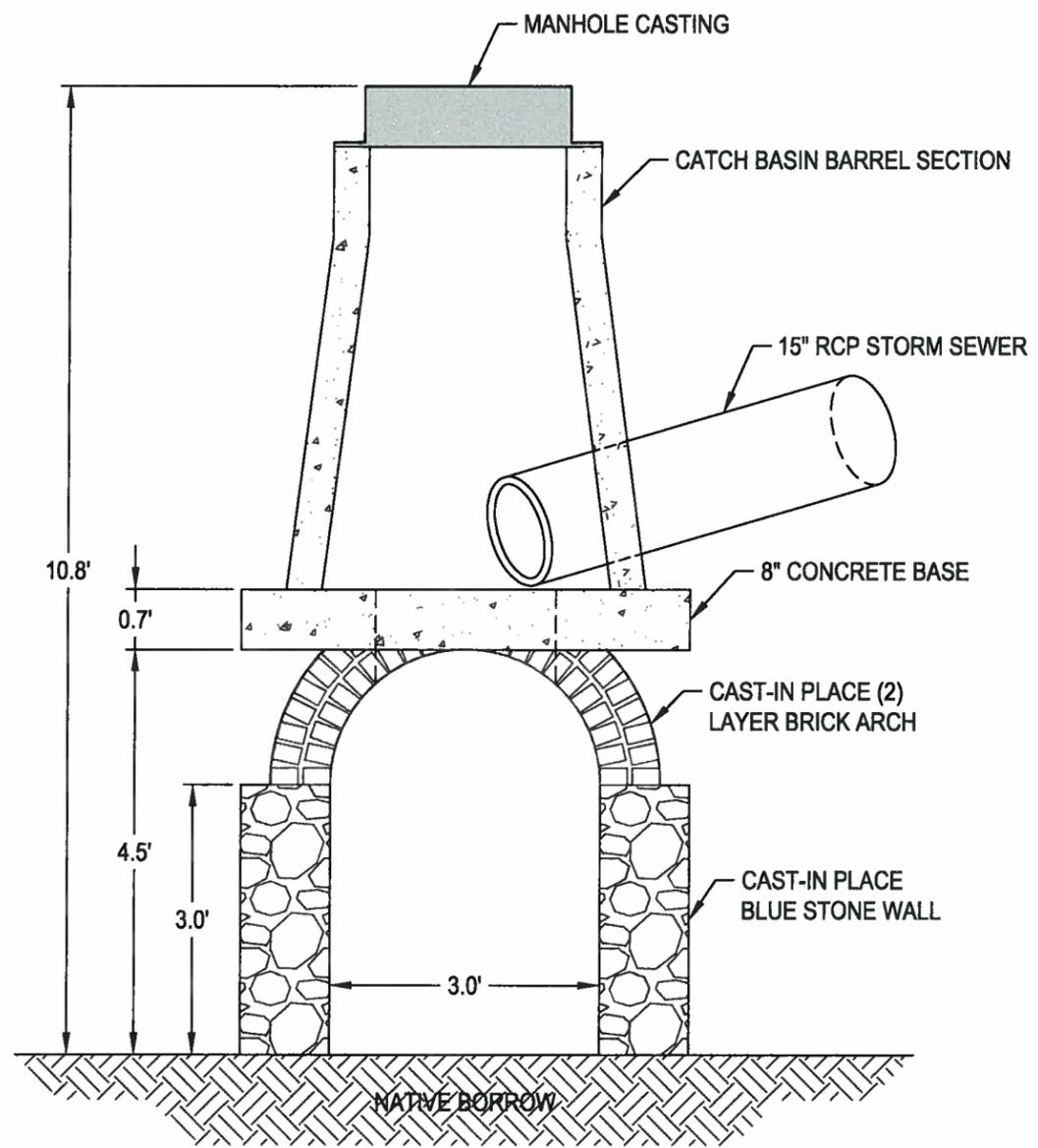
TYPE V NON-WOVEN GEOTEXTILE FABRIC WRAP ENTIRELY AROUND, WITH 1 FT OVERLAP FROM TOP OF STRUCTURE. (TAPE TOP OF FABRIC TO CASTING THEN BACKFILL.) REQUIRED ON ALL STORM MANHOLES (INCIDENTAL)



2 FABRIC WRAPPED MANHOLE - STRM-5
C3.0 NOT TO SCALE REVIEWED / APPROVED - 02/01/11



4 4\"/>



1
C4.0

EXISTING CATCH BASIN DETAIL
1" = 2"

NOTE: DETAIL DEPICTS PRE-FLOOD DAMAGE CONDITION.



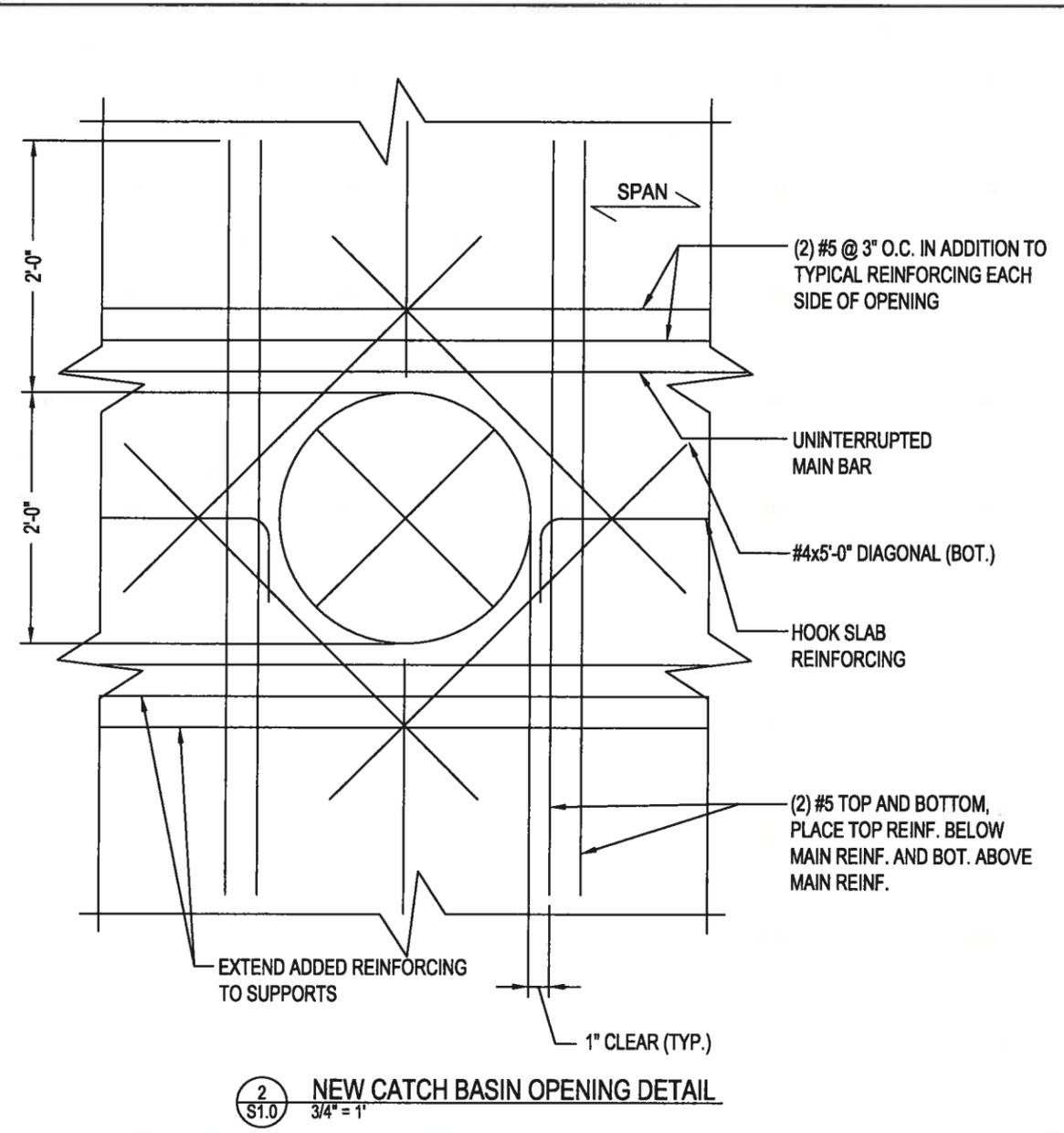
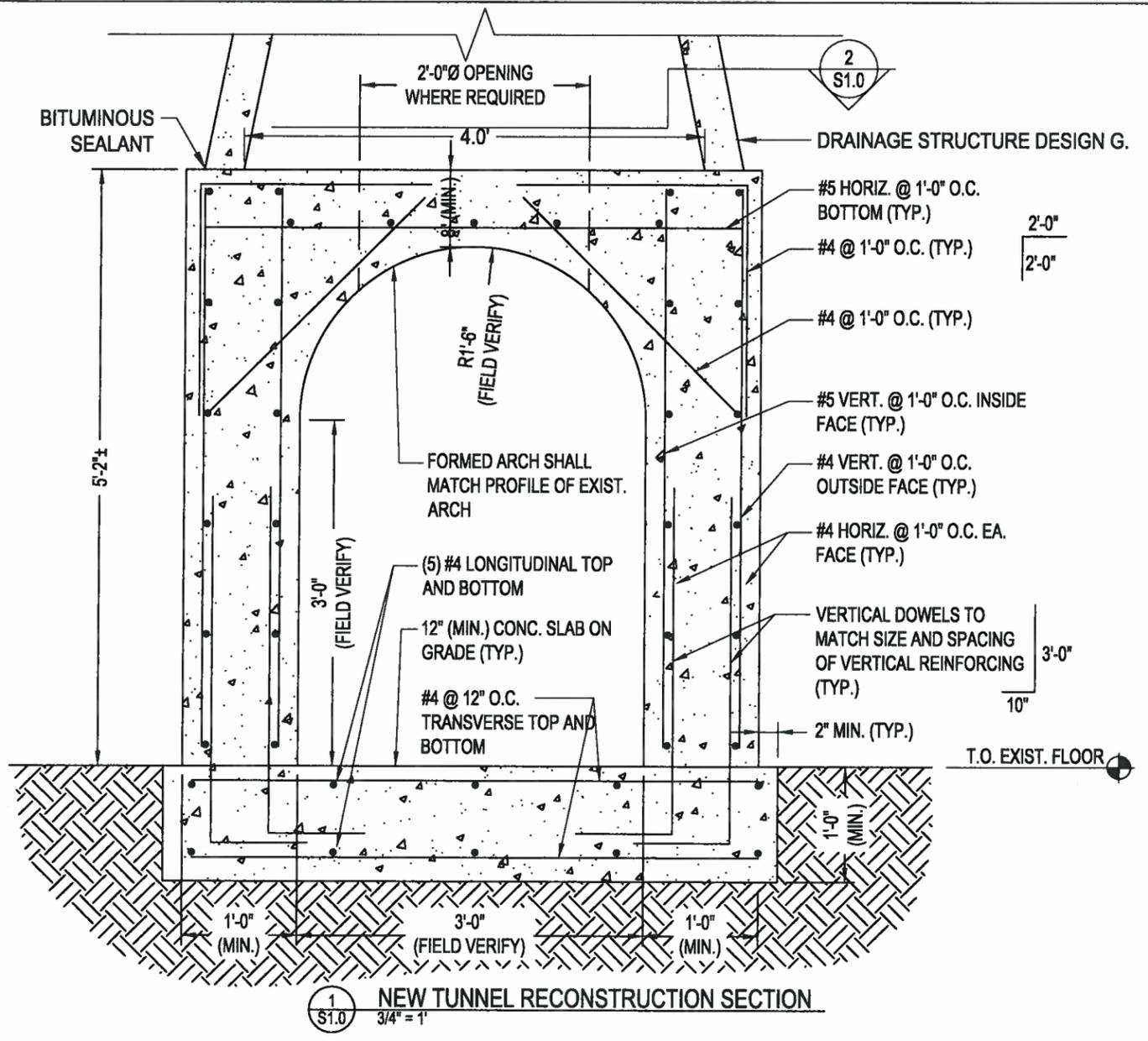
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
Date: 10/12/12
Reg. #: 40926
David G. Bolf

NCE Proj. #: 12-437-C
Date: 10/12/12
Drawn By: EGT
Checked By: DGB

Revisions:

EXISTING CATCH BASIN DETAIL
sheet title
sheet number

C4.0



CONCRETE

- MIXING, BATCHING, TRANSPORTING, PLACING, AND CURING OF ALL CONCRETE, AND SELECTION OF CONCRETE MATERIALS, SHALL CONFORM TO ACI 301, "SPECIFICATION FOR STRUCTURAL CONCRETE FOR BUILDINGS," EXCEPT AS NOTED BELOW. PROPORTIONS OF AGGREGATE TO CEMENTITIOUS PASTE SHALL BE SUCH AS TO PRODUCE A DENSE, WORKABLE MIX THAT CAN BE PLACED WITHOUT SEGREGATION OR EXCESS FREE SURFACE WATER.
- ALL CONCRETE USED IN HORIZONTAL SURFACES EXPOSED TO THE WEATHER SHALL CONTAIN AN ACCEPTABLE ADMIXTURE TO PRODUCE AIR-ENTRAINED CONCRETE WITH TOTAL AIR CONTENT, AS NOTED IN THE CONCRETE MIX SPECIFICATION TABLE. TOLERANCE FOR AIR CONTENT SHALL BE +/- 1 PERCENT. AIR CONTENT SHALL BE MEASURED AT THE DISCHARGE OF THE TRUCK. IF CONCRETE IS PUMPED, AIR CONTENT SHALL BE MEASURED AT THE DISCHARGE END OF THE PUMP LINE. TESTS FOR AIR CONTENT SHALL MEET ASTM C172 REQUIREMENTS.
- MIX DESIGNS LISTED BELOW SHALL BE SUBMITTED TO THE ARCHITECT AND APPROVED PRIOR TO USE. SUBMITTALS SHALL INCLUDE TEST DATA THAT CONFIRMS THE STRENGTH OF EACH MIX PER ACI 318 CHAPTER 5. SELECTION OF CONCRETE MIX PROPORTIONS SHALL BE IN ACCORDANCE WITH ACI 301. MIX PROPORTIONS SHALL MEET OR EXCEED THE REQUIREMENTS LISTED BELOW FOR THE LOCATIONS NOTED. THE MORE STRINGENT OF THE REQUIREMENTS LISTED SHALL GOVERN.

- MAXIMUM SIZE OF AGGREGATE SHALL BE AS LISTED BELOW. MAXIMUM FLY ASH AS A PERCENTAGE OF TOTAL WEIGHT OF CEMENTITIOUS MATERIAL SHALL BE 30 PERCENT. FLY ASH SHALL BE CLASS C OR F, MEETING ASTM C618 REQUIREMENTS. WATER/CEMENT RATIO SHALL BE BASED ON TOTAL CEMENTITIOUS MATERIAL, INCLUDING FLY ASH AND OTHER POZZOLANIC MATERIALS.
- THE CONTRACTOR SHALL DETERMINE SLUMP. EACH CONCRETE MIX SUBMITTED SHALL HAVE THE SLUMP SPECIFIED. SLUMP SHALL BE MEASURED AT THE DISCHARGE OF THE TRUCK. IF CONCRETE IS PUMPED, SLUMP SHALL BE MEASURED AT THE DISCHARGE END OF THE PUMP LINE. SLUMPS SHALL BE WITHIN +1 INCH AND -2 INCHES OF THE SPECIFIED SLUMP.
- THE USE OF SUPER PLASTICIZERS AND WATER REDUCERS IS ALLOWED, BUT NOT REQUIRED. ALL ADMIXTURES SHALL BE CHLORIDE FREE UNLESS OTHERWISE APPROVED BY THE ENGINEER.

CONCRETE MIX DESIGN TABLE

LOCATION	f' _c (PSI)	TEST AGE (DAYS)	MAX W/C RATIO	AIR CONTENT (%)	MAX. AGGREGATE SIZE
SLABS ON GRADE	4,000	28	0.50	6	3/4"
WALLS AND FOOTINGS	4,000	28	0.44	6	3/4"
REINFORCED SLABS	4,000	28	.44	6	3/4"

REINFORCING STEEL

- ALL REINFORCING SHALL BE NEW BILLET STOCK ASTM A615, GRADE 60, UNLESS NOTED OTHERWISE. BARS SHALL BE SECURELY TIED IN PLACE WITH #16 DOUBLE-ANNEALED IRON WIRE. BARS SHALL BE SUPPORTED ON ACCEPTABLE CHAIRS. REINFORCING STEEL SHALL BE DETAILED IN ACCORDANCE WITH THE ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING OF REINFORCED CONCRETE STRUCTURES." CONTRACTOR SHALL COORDINATE REINFORCING STEEL PLACEMENT DETAILS AND PROVIDE TEMPLATES FOR PLACING STEEL IN CONGESTED AREAS AS NECESSARY. SHOP DRAWINGS (INCLUDING PLACING PLANS AND ELEVATIONS) SHALL BE SUBMITTED TO, AND REVIEWED BY, THE ARCHITECT/ENGINEER BEFORE STARTING FABRICATION.
- NO REINFORCING BARS SHALL BE SPLICED BY WELDING. AT THE CONTRACTOR'S OPTION, MECHANICAL BUTT SPLICING USING AN EXOTHERMIC WELDING PROCESS AND HIGH-STRENGTH SLEEVES OR MECHANICAL CONNECTION SPLICING MAY BE USED, PROVIDED THAT THE MECHANICAL SPLICES SHALL HAVE A CURRENT ICC-ES REPORT DEMONSTRATING THAT THE PRODUCT CAN ACHIEVE A MINIMUM TENSILE STRENGTH OF 125 PERCENT OF THE SPECIFIED YIELD STRENGTH OF THE BAR. SPLICE DEVICES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. REINFORCING BARS SHALL BE LAP SPLICED FOR TENSION (LSB) UNLESS NOTED OTHERWISE ON THE DRAWINGS.
- MINIMUM CAST-IN-PLACE CONCRETE COVER OVER REINFORCING STEEL UNLESS NOTED OTHERWISE, SHALL BE AS FOLLOWS:
 - CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: ALL SIZES: 3 INCHES
 - CONCRETE EXPOSED TO EARTH OR WEATHER: #5 BAR OR SMALLER: 1 1/2 INCHES; #6 BAR OR LARGER: 2 INCHES

SPECIAL INSPECTION

- THE FOLLOWING ITEMS REQUIRE SPECIAL INSPECTION AND TESTING PER IBC SECTION 1704.
- THIS WORK SHALL BE PERFORMED BY A SPECIAL INSPECTOR CERTIFIED BY THE GOVERNING BUILDING OFFICIAL TO PERFORM THE TYPES OF INSPECTIONS AND TESTS SPECIFIED.
- THE FREQUENCY OF INSPECTIONS AND TESTING SHALL BE AS OUTLINED IN THE IBC TABLE ITEMS LISTED BELOW.
- DEFICIENCIES SHALL BE REPORTED DAILY TO THE CONTRACTOR.
- SUMMARY REPORTS SHALL BE DISTRIBUTED WEEKLY TO THE OWNER, ARCHITECT, CONTRACTOR, BUILDING OFFICIAL, AND STRUCTURAL ENGINEER.

SPECIAL INSPECTION TABLE

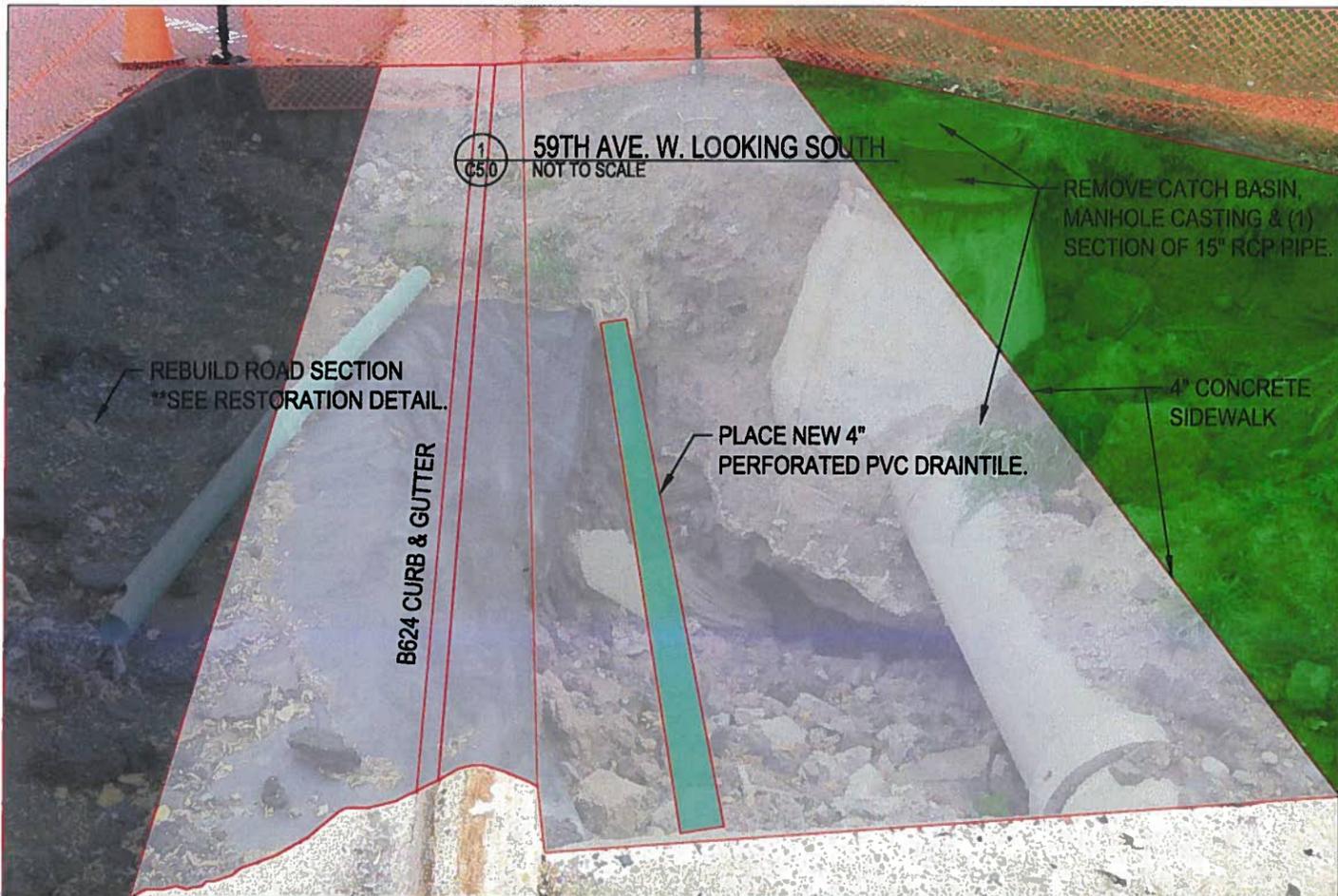
ITEM	DESCRIPTION (SEE IBC SECT. 1704)	IBC TABLE REQUIREMENT
CONCRETE	CONCRETE THAT IS PART OF THE STRUCTURE	TABLE 1704.4 ITEMS 4, 5, 6, 7, 9 AND 10
REINFORCING STEEL	A. PLACEMENT OF REINFORCING STEEL	TABLE 1704.1 ITEM 1

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.
Mark R. Udd
Mark R. Udd
Date: 10/12/12 Reg. #: 40443

NCE Proj. #: 12-437-C
Date: 10/12/12
Drawn By: EGT
Checked By: DGB

Revisions:

NEW CATCH BASIN DETAILS
sheet title
sheet number



Northland
Consulting Engineers L.L.P.

Structural, Civil and Forensic Engineering Services
Voice: (218)727-5995 Fax: (218)727-7779 www.nce-engineers.com

Project Name:
**CITY OF DULUTH
59TH AVENUE WEST
STORM SEWER REPAIR**
59th Ave. W. Duluth, MN

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David G. Bolf
Date: 10/12/12
Reg. #: 40926

NCE Proj. #: 12-437-C
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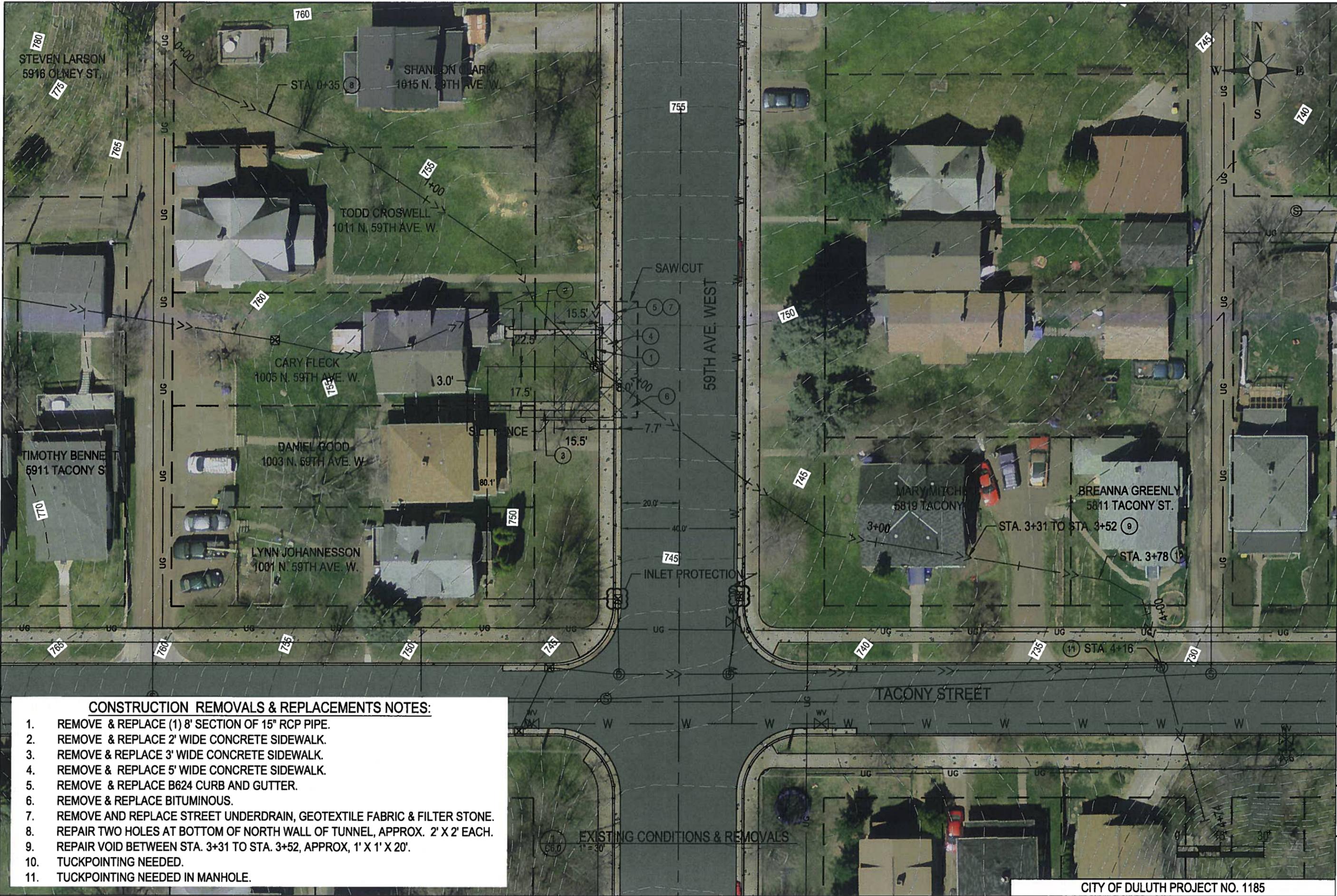
Revisions:

PHOTOS

sheet title
sheet number

C5.0

CITY OF DULUTH PROJECT NO. 1185



CONSTRUCTION REMOVALS & REPLACEMENTS NOTES:

1. REMOVE & REPLACE (1) 8' SECTION OF 15" RCP PIPE.
2. REMOVE & REPLACE 2' WIDE CONCRETE SIDEWALK.
3. REMOVE & REPLACE 3' WIDE CONCRETE SIDEWALK.
4. REMOVE & REPLACE 5' WIDE CONCRETE SIDEWALK.
5. REMOVE & REPLACE B624 CURB AND GUTTER.
6. REMOVE & REPLACE BITUMINOUS.
7. REMOVE AND REPLACE STREET UNDERDRAIN, GEOTEXTILE FABRIC & FILTER STONE.
8. REPAIR TWO HOLES AT BOTTOM OF NORTH WALL OF TUNNEL, APPROX. 2' X 2' EACH.
9. REPAIR VOID BETWEEN STA. 3+31 TO STA. 3+52, APPROX, 1' X 1' X 20'.
10. TUCKPOINTING NEEDED.
11. TUCKPOINTING NEEDED IN MANHOLE.



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59TH AVENUE WEST
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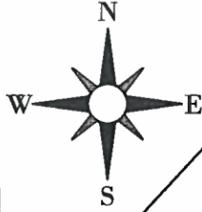
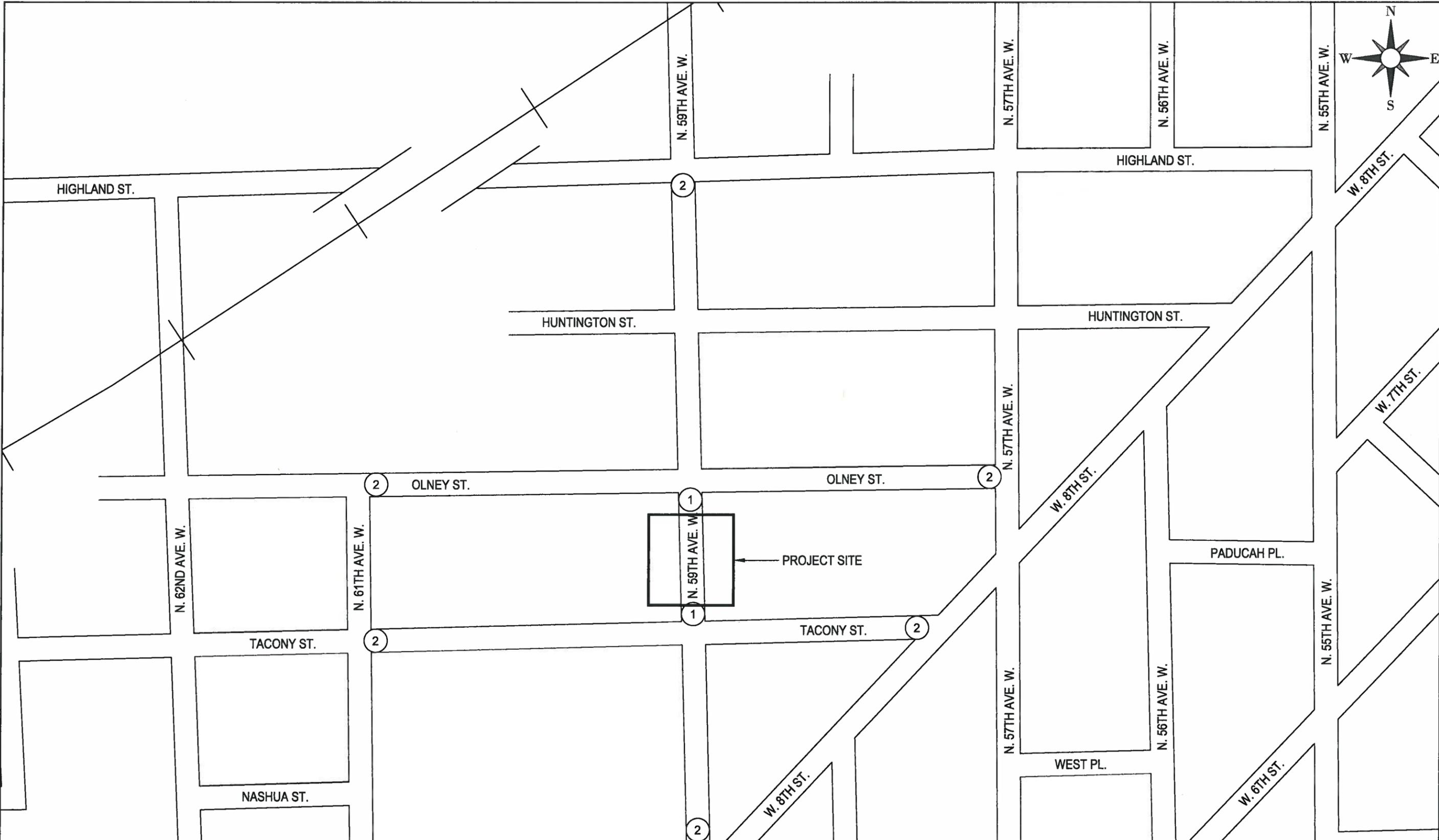
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NCE Proj. #: 12-437-C
 Date: 10/12/12
 Drawn By: EGT
 Checked By: DGB

Revisions:

EX. CONDITIONS,
 REMOVALS &
 REPLACEMENTS
 sheet
 title
 sheet
 number

C6.0



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Project Name:
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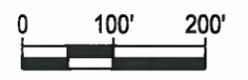
ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL CONFORM TO MNMUTCD FILED MANUAL DATED FEBRUARY 2011

TRAFFIC CONTROL LEGEND

① = 2 - TYPE III BARCADE WITH 2 - FLASHER "A"

② =

①
 C7.0
TRAFFIC CONTROL PLAN
 1" = 200'



TRAFFIC CONTROL PLAN
 sheet title
 sheet number
C7.0