

NOTICE TO ALL BIDDERS:

Prior to submitting bids on any City of Duluth Public Works/Utilities Department – Engineering Division construction project, the **bidder must purchase the City of Duluth Public Works/Utilities Department – Engineering Division 2009 Edition Standard Construction Specifications book.**

The City of Duluth Public Works/Utilities Department – Engineering Division 2009 Edition Standard Construction Specifications book is incorporated by reference and deemed to be a part hereof as if fully incorporated and set forth herein.

SPECIAL PROVISIONS**SP-1 SCOPE OF WORK**

This work includes Construction of a new bituminous taxiway, public use apron, site grading/drainage, and improving the access road, which will include the following construction elements: Demolition of existing pavements; Utility relocation - excluding radar cables; Excavation, embankment and grading, Culverts and drainage, Sediment and erosion control, Geotextile fabric, Non-frost susceptible subbase course, Aggregate base course, Bituminous Pavement, Turfing / landscaping, Striping and Fencing.

SP-2 GOVERNING SPECIFICATIONS

The U.S. Department of Transportation Federal Aviation Administration "Standards for Specifying Construction of Airports" (AC 150/5370-10A) shall govern except where the State of Minnesota Department of Transportation "Standard Specifications for Construction" (2005 Edition) are referenced or specified in the following Special Provisions.

SP-3 (1302) AWARD OF CONTRACT

The provisions of MN/DOT 1302 are changed to read as follows:

The award of Contract, if to be awarded, will be made by Airport Authority Resolution after the opening of proposals to the lowest responsible bidder who complies with all prescribed requirements. The successful bidder will be notified by a "Letter of Intent", mailed to the address shown on his/her proposal, that his/her bid has been accepted subject to execution and approval of the Contract as required by law.

The Letter of Intent will identify the date on which the Airport Authority is expected to approve the Resolution awarding the Contract. Included with the Letter of Intent will be:

- A. Three (3) copies of the pending Contract covering the Project.
- B. A copy of the Performance Bond.
- C. A copy of the Payment Bond.
- D. A copy of a non-collusion affidavit.
- E. A copy of an EEO (Equal Employment Opportunity) affidavit.
- F. Notice of whether an annual Certificate of Insurance is on file or whether Proof of Insurance is needed.

As a condition precedent to approval of a Contract, a foreign or nonresident corporation to whom a Contract is awarded shall furnish proof that it has met all legal requirements for transacting business in the State of Minnesota.

As a condition precedent to approval of a Contract, a sworn statement shall be filed with the City stating that the persons, firm, association, or corporation to whom the Contract is awarded 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 in connection with the Contract. This sworn statement shall be in the form of an affidavit executed by, or on behalf of, the successful bidder and sworn to by him before a person who is authorized by the laws of this State to administer oaths. The forms for this affidavit will be furnished to the successful bidder and they shall be properly executed and returned within the period prescribed.

SP-4 (1305) REQUIREMENT OF CONTRACT BOND

The provisions of Mn/DOT 1305 are changed to read as follows:

At the time of the execution of the Contract, the successful bidder shall furnish "Performance Bond" and a "Payment Bond" on City of Duluth forms. Both bonds shall be in amounts equal to the full amount of the contract price.

SP-5 (1306) EXECUTION AND APPROVAL OF CONTRACT

The provisions of MN/DOT 1306 are changed to read as follows:

The three (3) copies of the Contract shall be signed by the successful bidder and returned, together with the Performance Bond and the Payment Bond, non-collusion affidavit, EEO affidavit, and Proof of Insurance, within ten (10) calendar days after the date the "Letter of Intent" has been mailed advising the bidder that his/her bid has been accepted subject to execution and approval of the Contract as required by law.

Notice of approval or disapproval of the Contract and Bonds will be given to the successful bidder by means of a "Notice to Proceed" letter after award by Airport Authority Resolution.

Contract Time shall start ten (10) calendar days after the date of award by Airport Authority resolution or on the date specified in the Special Provision modifying 1806, whichever is later. Failure of the bidder to properly execute and return all pertinent items within the prescribed period shall not change the start of Contract Time.

If return of the executed forms within the specified time is impossible due to the absence of one or more of the required signers, an extension of time may be granted by the Authority, provided that satisfactory evidence is furnished that the forms will be executed.

SP-6 (1307) CORRECTION PERIOD

The provisions of Mn/DOT 1307 are changed to include the following provisions:

If within one year after the date of Final Payment (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 land or areas made available to contractor's use by owner is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with written instructions:

- 1) Repair such defective land or areas; or
- 2) Correct such defective work; or
- 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 other land or areas resulting therefrom.

SP-7**(1507) UTILITY PROPERTY AND SERVICE**

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of Mn/DOT 1507, except as modified below:

Bidders are advised that the following utility companies have existing facilities in the construction area that may be affected by the work under this Contract.

TELEPHONE

Qwest Communications
332 West First Street
Duluth, MN 55802
(218) 723-4210 (Manager)

POWER

Minnesota Power
30 West Superior Street
Duluth, MN 55802
(218) 722-2641

WATER AND GAS , STORM AND SANITARY SEWER

City of Duluth – Public Works & Utilities
211 City Hall
Duluth, MN 55802
(218) 730-5200

The City's Contractor shall coordinate their work and cooperate with the foregoing utility owners and their forces in a manner consistent with the provisions of Mn/DOT 1507 and the applicable provisions of Mn/DOT 1505.

SP-8**(1706) EMPLOYEE HEALTH AND WELFARE**

The Contractor shall not use any motor vehicle equipment on this Project having an obstructed view to the rear unless:

- A) The vehicle has a reverse signal alarm which is audible above the surrounding noise level; or
- B) The vehicle is backed up only when an observer signals that it is safe to do so. A \$50.00 penalty (per incident) shall be assessed against the Contractor each time failure to comply with these backup requirements is observed on the project site.

SP-9**(1710) TRAFFIC CONTROL DEVICES**

All traffic control devices and methods shall conform to the Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), Minnesota Standard Signs Manuals Parts I, II, and III, the Traffic Engineering Manual Chapter 8 Appendixes 8-2.-1 and 8.3-1.

SP-10**(1717) AIR, LAND AND WATER POLLUTION****SP-10.1**

Air, Land, and Water Pollution will be executed in accordance with the provisions of MnDOT 1717 and the following-

The Contractor shall assist the Engineer with completion of a Stormwater Pollution Prevention Plan (SWPPP) as contained in the Contract Documents. The plan shall be in strict compliance with the provisions of the Clean Water Act, as amended, (33 U.S.C. 1251 et seq.), 40 CFR 122, 123, and 124, as amended, et seq.; Minn. Stat. chs. 115 and 116, as amended, Minn. R. chs. 7001 and 7090 (MPCA General Permit for Stormwater Discharges associated with Construction Activity under the NPDES, Permit No: MN R100001).

The Contractor is required to complete and submit the required Application for the Permit prior to startup of construction activities for this project. The \$400.00 Application Fee shall be paid by the Contractor. The cost to develop the Application and obtaining approval shall be a subsidiary obligation to other items of work.

If construction is suspended, the Contractor shall inspect, maintain and operate temporary and permanent pollution control features during such suspension. If suspension is part of the project phasing and sequencing plan, or if the suspension is requested by the Contractor, the Contractor shall not be paid additional or separate compensation for the Contractor to inspect, maintain and operate the pollution control facilities.

The Contractor is also responsible for the removal of all temporary erosion/pollution control facilities and the restoration of those sites. This work will include the repair of any trenching for silt fence, removal of all silt build-up, the removal of fencing, barriers and silt bales and the associated stakes and appurtenances, and the placing of seeding or sodding to restore those sites. All inlets, catch basins and manholes constructed for this project shall be cleaned and the new drainage pipes flushed. All materials taken from the facilities or flushed from the new piping system shall be collected by the Contractor and disposed of off-site.

SP-11 (1803) PROSECUTION OF WORK

The provisions of Mn/DOT 1803 are hereby modified in accordance with the following:

A "Progress Schedule" (Bar Chart or Critical Path Diagram), referred to in Mn/DOT 1803.1 will be required on this Project. The Contractor shall furnish the Engineer with the schedule at or before the preconstruction conference.

The Engineer shall have the authority to direct the order in which work at the various locations is performed.

SP-12 (1806) DETERMINATION OF CONTRACT TIME

The Contract Time shall be in accordance with **General Provisions 80-07 Determination and Extension of Contract Time** and the following:

- a. The Notice to Proceed for Construction is expected to be issued in September, 2009.
- b. All work required under this Contract shall be completed within One Hundred and Twenty (120) calendar days.

SP-13 (1807) FAILURE TO COMPLETE THE WORK ON TIME

Charges equal or greater than that specified in Mn/DOT 1807 will be assessed for failure to complete all the work on time as specified in **General Provisions 80-08 Failure to Complete on Time** and the following:

- a. \$2,000 per calendar day.

Decisions pertaining to restricting runway use, closing runways and reopening runways shall be made solely by the Duluth Airport Authority in accordance with the FAA guidelines for operational safety on airports during construction (AC 150/5370-2E).

SP-14 USE OF WATER FROM CITY HYDRANTS

All water taken from City hydrants, except for that water related to water main construction shall be metered and a charge will be made for the amount used. The Contractor must make arrangements with the Public Work and Utilities Department to get the necessary permit, valve and meter, prior to using the hydrant for drawing water.

SP-15**PUBLIC WORKS & UTILITIES DEPARTMENT REGULATIONS**

Prior to beginning work, the contractor shall acquaint himself with all regulations and requirements of the City of Duluth Public Works & Utilities Department that may apply to the proposed work. All work shall be open at all times to inspection by the Public Works & Utilities Department. The Contractor shall notify the Public Works & Utilities Department not less than two working days before beginning construction of mains. The operations of all valves on the existing distribution systems shall be performed only by the Public Works & Utilities Department. The Contractor shall give 24 hours notice to the Public Works & Utilities Department of the need for the operation of any existing valves.

SP-16**INSPECTION OF MATERIALS**

All pipe, fittings, valves, hydrants and other materials to be used in the construction shall be inspected by the Engineer prior to installation in the project. The Contractor shall furnish any necessary labor or equipment requested by the Engineer for the inspection. No pipe, fittings, valves, hydrants or other material shall be placed until they have been inspected and approved.

Inspection and approval of the materials by the Engineer will not relieve the contractor of his subsequent responsibility regarding the materials. Any defective materials shall be removed and replaced by the Contractor at his own expense even though the materials have been approved prior to installation.

SP-17**(1908) FINAL PAYMENT**

Final Payment shall be made in accordance with the provisions of the specifications and the following:

Additional Condition for Final Payment

The Contractor and all of its subcontractors shall comply with Minnesota Statutes, Section 290.92. Pursuant to Minnesota Statutes, Section 270C.66, the Owner will not issue final payment to the Contractor prior to receipt of an "Affidavit For Obtaining Final Settlement of Contractor With the State of Minnesota and Any of its Political or Governmental Subdivisions" (Form IC-134) from the Contractor and from each of the Contractor's subcontractors (if any). The Contractor and subcontractors shall submit to the Owner original copies of Form IC-134 already fully executed by the Commissioner of Revenue of the State of Minnesota. It shall be the responsibility of the Contractor to ensure that all of the Affidavits herein required are submitted to the Owner.

SP-18**(2105) GEOTEXTILE FOR SEPARATION (STABILIZATION)**

Geotextile Fabric shall consist of the furnishing, placing and protection of a stabilization type geotextile fabric placed below the fill or base course materials in areas of unstable or softer subgrade. The work areas are as detailed on the Drawings.

The work shall be accomplished in accordance with Section 2105 of the Minnesota Department of Transportation, "Standard Specifications for Construction", 2007 Edition, (MnDOT Specifications). The specific purpose of this work is to provide a separation between the embankment materials to be placed under this project and any underlying softer soils, to prevent mixing and contamination of soils layers and base course layer(s), to provide a more stable construction platform for the construction of the embankments or shoulders, to assist with obtaining consistent compaction results and to minimize the potential for differential movement of the embankment.

MATERIALS REQUIREMENTS

The geotextile materials shall conform to the requirements of Section 3733, Type V, non-woven, of the MnDOT Specifications.

CONSTRUCTION REQUIREMENTS

The prepared surface shall be relatively smooth and free of stones, sticks, or other debris or irregularities that would tend to puncture or tear the geotextile. Unless otherwise directed or

approved the Engineer, the geotextile shall be placed with the highest strength direction (usually the machine or roll direction) oriented in the direction of the greatest expected field stress. This would be expected to be at right angles to the centerline of the construction.

If multiple pieces of the geotextile are required, adjacent strips shall be field or factory sewn, with the seams to have a strength as specified in Section 3733.2B3 of MnDOT Specifications. All seams shall be sewn using a double spool machine capable of sewing a Federal Type 401 locking stitch. Seam type, (flat, "J" or butterfly), thread strength (25 pounds minimum), number of rows of stitching (1 or 2) and stitches per inch (typically 5 to 7), shall be consistent with achieving the required seam strength and as recommended by the geotextile manufacturer.

The geotextile shall be adequately secured so that it is not displaced during subsequent construction. No traffic or construction equipment will be permitted to operate directly on the geotextile. Any damaged geotextile shall be repaired to the satisfaction of the Engineer by patching and sewing or, when appropriate, a 36-inch overlay on all sides with sewing.

Fill materials shall be placed onto the fabric in uniform lifts as required by the applicable specification and plan details. The process used to place, manipulate and compact materials placed on the fabric is subject to the approval of the Engineer. No lift shall be greater than 12 inches in loose depth, unless required to bring the subgrade up above water level or to provide stability. Fill to be placed under water and to two foot above standing water level shall be granular and special protection will have to be accommodated by the Contractor to protect the fabric.

METHOD OF MEASUREMENT

Measurement of the materials will be the number of square yards of acceptable materials placed, measured in a horizontal plane. No allowance shall be made for seams.

BASIS OF PAYMENT

Payment shall be made at the contract unit price per Square Yard, which price and payment shall be full compensation for furnishing and placing all material and for all labor, equipment, tools, and incidentals, including but not limited to seaming, placement, repair, anchoring and smoothing necessary to complete the work to the satisfaction of the Engineer as prescribed in this item.

Payment will be made under:

Item 2105.604 Geotextile Fabric Type V -- per Square Yard

Basis Of Payment

5.1 Payment shall constitute full compensation, including all labor, tools, equipment and incidentals necessary to complete this item of work.

SP-19 (2501.511) 12" RC PIPE CULVERT CLASS V

SP-19.1 The contractor shall provide all labor, equipment and materials necessary to install 12" RC PIPE CULVERT CLASS V. Item 12" RC PIPE CULVERT CLASS V shall include Culvert Excavation, 6" of Aggregate Bedding (MnDot 3149.2G) and Granular Backfill (MnDot 2451, 3149.2D 7% Mod) which shall be considered incidental to item 12" RC PIPE CULVERT CLASS V. Aggregate Bedding shall be used under 12" RC PIPE CULVERT CLASS V and shall extend from 6" under the pipe to the spring line of the 12" RC PIPE CULVERT CLASS V. Granular Backfill shall be used in all 12" RC PIPE CULVERT CLASS V trenches from the spring line of the 12" RC PIPE CULVERT CLASS V to the bottom of the proposed pavement section and shall be constructed in accordance with the City of Duluth 2009 Edition Standard Construction Specifications 2105 Excavation, Backfill and Compaction for Utilities.

SP-19.2 Measurement will be made by each lineal foot of 12" RC PIPE CULVERT CLASS V constructed as specified.

SP-19.3 Payment for each lineal foot of 12" RC PIPE CULVERT CLASS V will be made under 2501.511 12" RC PIPE CULVERT CLASS V at the contract price which shall be compensation in full for constructing 12" RC PIPE CULVERT CLASS V as specified.

SP-20 **(2501.511) CORRUGATED HDPE PIPE CULVERT**

SP-20.1 The contractor shall provide all labor, equipment and materials necessary to install CORRUGATED HDPE PIPE CULVERT. Item CORRUGATED HDPE PIPE CULVERT shall include Culvert Excavation, 6" of Aggregate Bedding (MnDot 3149.2G) and Granular Backfill (MnDot 2451, 3149.2D 7% Mod) which shall be considered incidental to item CORRUGATED HDPE PIPE CULVERT. Aggregate Bedding shall be used under CORRUGATED HDPE PIPE CULVERT and shall extend from 6" under the pipe to the spring line of the CORRUGATED HDPE PIPE CULVERT. Granular Backfill shall be used in all CORRUGATED HDPE PIPE CULVERT trenches from the spring line of the CORRUGATED HDPE PIPE CULVERT to the bottom of the proposed pavement section and shall be constructed in accordance with the City of Duluth 2009 Edition Standard Construction Specifications 2105 Excavation, Backfill and Compaction for Utilities.

SP-20.2 Measurement will be made by each lineal foot of CORRUGATED HDPE PIPE CULVERT constructed as specified.

SP-20.3 Payment for each lineal foot of CORRUGATED HDPE PIPE CULVERT will be made under 2501.511 CORRUGATED HDPE PIPE CULVERT at the contract price which shall be compensation in full for constructing CORRUGATED HDPE PIPE CULVERT as specified.

SP-21 **(2503.511) CORRUGATED HDPE PIPE SEWER**

SP-21.1 The contractor shall provide all labor, equipment and materials necessary to install CORRUGATED HDPE PIPE SEWER. Item CORRUGATED HDPE PIPE SEWER shall include Pipe Sewer Excavation, 6" of Aggregate Bedding (MnDot 3149.2H) and Granular Backfill (MnDot 2451, 3149.2D 7% Mod) which shall be considered incidental to item CORRUGATED HDPE PIPE SEWER. Aggregate Bedding shall be used under all CORRUGATED HDPE PIPE SEWER and shall extend from 6" under the pipe to the spring line of the CORRUGATED HDPE PIPE SEWER. Granular Backfill shall be used in all CORRUGATED HDPE PIPE SEWER trenches from the spring line of the CORRUGATED HDPE PIPE SEWER to the bottom of the proposed pavement section and shall be constructed in accordance with the City of Duluth 2009 Edition Standard Construction Specifications 2105 Excavation, Backfill and Compaction for Utilities. Any required bends or fittings shall be paid for as Lineal Foot of CORRUGATED HDPE PIPE SEWER.

SP-21.2 Measurement will be made by each lineal foot of CORRUGATED HDPE PIPE SEWER constructed as specified.

SP-21.3 Payment for each lineal foot of CORRUGATED HDPE PIPE SEWER will be made under 2503.511 CORRUGATED HDPE PIPE SEWER at the contract price which shall be compensation in full for constructing CORRUGATED HDPE PIPE SEWER as specified.

SP-22 **(2503.602) CONNECT TO EXISTING SANITARY MANHOLE**

SP-22.1 The contractor shall provide all labor, equipment and materials necessary to provide a water tight connection between proposed sanitary sewer pipe and existing sanitary sewer manhole. The contractor shall core drill the appropriate sized hole and install an engineer approved neoprene boot or sleeve to provide a water tight connection.

- SP-22.2** Measurement will be made by the number of each CONNECT TO EXISTING SANITARY MANHOLE constructed as specified.
- SP-22.3** Payment for each CONNECT TO EXISTING SANITARY MANHOLE will be made under 2503.602 CONNECT TO EXISTING SANITARY MANHOLE at the contract price for each which shall be compensation in full for constructing CONNECT TO EXISTING SANITARY MANHOLE as specified.
- SP-23** **(2503.603) DURASLOT (18") SURFACE DRAINS W/GRATES, FITTINGS, (VARIABLE HEIGHT)**
- SP-23.1** This specification describes a 18" ADS Duraslot pipe or engineer approved equal for use in surface drain applications. ADS Duraslot or engineer approved equal shall have a smooth interior and annular exterior corrugations with an aluminum slot mounted longitudinally along the length of the pipe to accept the grate frame while maintaining the original pipe diameter. 18" pipe shall meet AASHTO M294, TYPE S OR ASTM F2306. Mannings "n" value for use in design shall be 0.012. The aluminum grate frame shall be manufactured from 0.063" tempered commercial aluminum, consisting of two parallel plates separated by spaces spanning the slot on 6" centers. The grating shall be ½ - #13 galvanized steel. The flange at the bottom of the aluminum grate shall be riveted to the pipe with a minimum of two rivets per linear foot. Pipe fittings shall conform to AASHTO M252, AASHTO M294, or ASTM F2306. Installation shall be as per manufacturer's installation guidelines.
- SP-23.2** Measurement will be made by the lineal foot of DURASLOT (18") SURFACE DRAINS W/GRATES, FITTINGS, (VARIABLE HEIGHT) constructed as specified.
- SP-23.3** Payment for each DURASLOT (18") SURFACE DRAINS W/GRATES, FITTINGS, (VARIABLE HEIGHT) will be made under 2503.603 DURASLOT (18") SURFACE DRAINS W/GRATES, FITTINGS, (VARIABLE HEIGHT) at the contract price for each which shall be compensation in full for constructing DURASLOT (18") SURFACE DRAINS W/GRATES, FITTINGS, (VARIABLE HEIGHT) as specified.
- SP-24** **(2506.502) CONSTRUCT DRAINAGE STRUCTURE DESIGN G**
- SP-24.1** The contractor shall provide all labor, equipment and materials necessary to install CONSTRUCT DRAINAGE STRUCTURE DESIGN G as specified. CONSTRUCT DRAINAGE STRUCTURE DESIGN G shall include 6" of Aggregate Bedding (MnDot 3149.2H), Granular Backfill (MnDot 2451, 3149.2D 7% Mod) and specified Grate and Casting which shall be considered incidental to item CONSTRUCT DRAINAGE STRUCTURE DESIGN G. Granular Backfill shall extend from the top of the Aggregate Bedding to the bottom of the proposed pavement section and shall be constructed in accordance with the City of Duluth 2009 Edition Standard Construction Specifications 2105 Excavation, Backfill and Compaction for Utilities.
- SP-24.2** Measurement will be made by the number of each CONSTRUCT DRAINAGE STRUCTURE DESIGN G installed as specified.
- SP-24.3** Payment for each CONSTRUCT DRAINAGE STRUCTURE DESIGN G will be made under 2506.502 CONSTRUCT DRAINAGE STRUCTURE DESIGN G at the contract price for each which shall be compensation in full for installing CONSTRUCT DRAINAGE STRUCTURE DESIGN G as specified.
- SP-25** **(2506.502) CONSTRUCT DRAINAGE STRUCTURE DESIGN F**
- SP-25.1** The contractor shall provide all labor, equipment and materials necessary to install CONSTRUCT DRAINAGE STRUCTURE DESIGN F as specified. CONSTRUCT DRAINAGE STRUCTURE DESIGN F shall include 6" of Aggregate Bedding (MnDot 3149.2H), Granular Backfill (MnDot 2451,

3149.2D 7% Mod) and specified Grate and Casting which shall be considered incidental to item CONSTRUCT DRAINAGE STRUCTURE DESIGN F. Granular Backfill shall extend from the top of the Aggregate Bedding to the bottom of the proposed pavement section and shall be constructed in accordance with the City of Duluth 2009 Edition Standard Construction Specifications 2105 Excavation, Backfill and Compaction for Utilities. Contractor shall utilize either type A cone section or type C cone section as per standard plate 4010H at no additional cost to the owner.

SP-25.2 Measurement will be made by the number of each CONSTRUCT DRAINAGE STRUCTURE DESIGN F installed as specified.

SP-25.3 Payment for each CONSTRUCT DRAINAGE STRUCTURE DESIGN F will be made under 2506.502 CONSTRUCT DRAINAGE STRUCTURE DESIGN F at the contract price for each which shall be compensation in full for installing CONSTRUCT DRAINAGE STRUCTURE DESIGN F as specified.

SP-26 **(2506.502) CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020**

SP-26.1 The contractor shall provide all labor, equipment and materials necessary to install CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 as specified. CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 shall include 6" of Aggregate Bedding (MnDot 3149.2H), Granular Backfill (MnDot 2451, 3149.2D 7% Mod) and specified Grate and Casting which shall be considered incidental to item CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020. Granular Backfill shall extend from the top of the Aggregate Bedding to the bottom of the proposed pavement section and shall be constructed in accordance with the City of Duluth 2009 Edition Standard Construction Specifications 2105 Excavation, Backfill and Compaction for Utilities.

SP-26.2 Measurement will be made by the number of each CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 installed as specified.

SP-26.3 Payment for each CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 will be made under 2506.502 CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 at the contract price for each which shall be compensation in full for installing CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020 as specified.

SP-27 **(2506.502) CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020**

SP-27.1 The contractor shall provide all labor, equipment and materials necessary to install CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020 as specified. CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020 shall include 6" of Aggregate Bedding (MnDot 3149.2H), Granular Backfill (MnDot 2451, 3149.2D 7% Mod) and specified Grate and Casting which shall be considered incidental to item CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020. Granular Backfill shall extend from the top of the Aggregate Bedding to the bottom of the proposed pavement section and shall be constructed in accordance with the City of Duluth 2009 Edition Standard Construction Specifications 2105 Excavation, Backfill and Compaction for Utilities.

SP-27.2 Measurement will be made by the number of each CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020 installed as specified.

SP-27.3 Payment for each CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020 will be made under 2506.502 CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020 at the contract price for each which shall be compensation in full for installing CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020 as specified.

SP-28 (2506.502) CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007

SP-28.1 The contractor shall provide all labor, equipment and materials necessary to install CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 as specified. CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 shall include 6" of Aggregate Bedding (MnDot 3149.2H), Granular Backfill (MnDot 2451, 3149.2D 7% Mod) and specified Grate and Casting which shall be considered incidental to item CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007. Granular Backfill shall extend from the top of the Aggregate Bedding to the bottom of the proposed pavement section and shall be constructed in accordance with the City of Duluth 2009 Edition Standard Construction Specifications 2105 Excavation, Backfill and Compaction for Utilities.

SP-28.2 Measurement will be made by the number of each CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 installed as specified.

SP-28.3 Payment for each CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 will be made under 2506.502 CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 at the contract price for each which shall be compensation in full for installing CONSTRUCT DRAINAGE STRUCTURE DESIGN 4007 as specified.

SP-29 (2511.501) RANDOM RIPRAP CLASS III

SP-29.1 RANDOM RIPRAP CLASS III shall include Type IV Geotextile Filter Material which will be considered incidental to item RANDOM RIPRAP CLASS III.

SP-29.2 Measurement will be made by the Cubic Yards of placed and engineer approved RANDOM RIPRAP CLASS III in place as specified.

SP-29.3 Payment for each Cubic Yard of RANDOM RIPRAP CLASS III will be made under 2511.501 RANDOM RIPRAP CLASS III at the contract price for Cubic Yard which shall be compensation in full for installing RANDOM RIPRAP CLASS III as specified.

SP-30 (2573.530) STORM DRAIN INLET PROTECTION

SP-30.1 The contractor shall provide STORM DRAIN INLET PROTECTION device(s) for all surface drains that receive stormwater runoff from the project site. Payment shall be for furnishing, installing, and maintenance of the devices for each storm drain location for the duration of the project. Contractor shall select STORM DRAIN INLET PROTECTION device most appropriate for inlet location and phase of project.

SP-30.2 Measurement will be made by the number of each STORM DRAIN INLET PROTECTION devices installed as specified.

SP-30.3 Payment for each STORM DRAIN INLET PROTECTION will be made under 2573.530 STORM DRAIN INLET PROTECTION at the contract price for each which shall be compensation in full for installing and maintaining STORM DRAIN INLET PROTECTION as specified.

SP-31 (2573.601) STORM CHAMBER SYSTEM

SP-31.1 The contractor shall provide all labor, equipment and materials necessary to construct STORM CHAMBER SYSTEM in place as per plan sheets C506 and C507.

SP-31.2 Payment for STORM CHAMBER SYSTEM will be made under 2573.601 STORM CHAMBER SYSTEM at the contract price for Lump Sum which shall be compensation in full for constructing STORM CHAMBER SYSTEM as specified.

SP-32 (2573.604) ROCK CONSTRUCTION ENTRANCE

SP-32.1 The contractor shall provide all labor, equipment and materials necessary to construct, maintain and remove ROCK CONSTRUCTION ENTRANCE as per detail and as directed by Engineer.

SP-32.2 Measurement will be made by the square yards of ROCK CONSTRUCTION ENTRANCE constructed, maintained and removed as specified.

SP-32.3 Payment for ROCK CONSTRUCTION ENTRANCE shall be made under Item 2573.604 ROCK CONSTRUCTION ENTRANCE at the contract price per square yard which shall be compensation in full for all costs of furnishing, installing, maintaining, and removing ROCK CONSTRUCTION ENTRANCE as specified.

SP-33 (2575.502) SEED MIXTURE TYPE 250

SP-33.1 The contractor shall apply SEED MIXTURE TYPE 250 at a rate of 125 lbs per acre. .

SP-33.2 Measurement will be made by the number of pounds of SEED MIXTURE TYPE 250 installed as specified.

SP-33.3 Payment for each SEED MIXTURE TYPE 250 will be made under 2575.502 SEED MIXTURE TYPE 250 at the contract price for each which shall be compensation in full for installing SEED MIXTURE TYPE 250 as specified.

SP-34 (2575.601) WETLAND RESTORATION

SP-34.1 The contractor shall provide all labor, equipment and materials necessary to construct REPLACEMENT WETLANDS In place as per plan sheets. The replacement area is proposed north of the North Business Development.

Scope

This specification describes .313 acres of necessary wetland mitigation including but not limited to; excavation of soils adjacent to existing wetland, placement of hydric soil excavated from impacted wetland, addition of wetland plantings, provide construction as-builts, and warrantee success of work for one year from completion. Contractor to stake out limits of replacement for approval by Owners Representative prior to disturbance of soil.

Grading Requirements

The top 12 inches of topsoil from the impacted wetlands will be segregated and placed in the replacement wetlands.

Site hydrology of the replacement wetlands will be obtained by expanding the existing on-sitewetlands. The replacement will be achieved by excavating upland to a depth approximately 12 inches below the surrounding wetland, filling with segregated impacted wetland soil, and planting with native shrubs, forbs and grasses. Wetland side slopes and drainage slopes will be maintained. Essentially, there will be no difference between hydrology of impacted wetlands and that of the replacement wetlands.

Planting Requirements

To accomplish vegetation goals, native wetland topsoil from impacted wetlands will be relocated to replacement wetlands. The native soil will contain seed and root banks to help quickly establish vegetation in the replacement wetlands. Also, replacement wetlands will be seeded with BWSR's DNR NE MN - Wetland Fringe, Shore-land Buffer at a rate of 10.0 PLS lbs/acre or 3.25 PLS lbs for this project.

Red osier dogwood and black ash seedlings will be planted within the replacement area at a 8ft x 8ft spacing (680 seedlings/acre), for a total of 215 woody seedlings. Vegetation will be considered successfully established when hydroptic vegetation typical for on-site wetlands has been established, regardless of species composition. When the site is dominated by species found within adjacent wetlands and/or species found within BWSR's DNR NE MN - Wetland Fringe, Shore-land Buffer seed mix, replacement wetland vegetation will be considered successful.

Vegetation of Impacted and Replacement Wetlands

IMPACTED WETLANDS		REPLACED WETLANDS	
Common Name	Scientific Name	Common Name	Scientific Name
Reed canary grass	<i>Phalaris arundinacea</i>	Fringed Brome	<i>Bromus ciliatus</i>
Bog Birch	<i>Betula pumila</i>	Bluejoint Grass	<i>Calamagrostis canadensis</i>
European swampthistle	<i>Cirsium palustre</i>	Canada Wild Rye	<i>Elymus canadensis</i>
Tag Alder	<i>Alnus incana</i>	Virginia Wild Rye	<i>Elymus virginicus</i>
Broadleaf cattail	<i>Typha latifolia</i>	Rattlesnake Grass	<i>Glyceria canadensis</i>
Spotted Joe- pyeweed	<i>Eupatorium maculatum</i>	Annual Rye	<i>Lolium italicum</i>
		Fowl Bluegrass	<i>Poa palustris</i>
		Wool Grass	<i>Scirpus cyperinus</i>
		Canada Anemone	<i>Anemone canadensis</i>
		Swamp Milkweed	<i>Asclepias incarnate</i>
		Panicked Aster	<i>Aster lanceolatus</i>
		Flat-topped Aster	<i>Aster umbellatus</i>
		Joe Pye Weed	<i>Eupatorium maculatum</i>
		Boneset	<i>Eupatorium perfoliatum</i>
		Grass-leaved Goldenrod	<i>Euthamia graminifolia</i>
		Blue Flag Iris	<i>Iris versicolor</i>
		Monkey Flower	<i>Mimulus ringens</i>
		Obedient Plant	<i>Physostegia virginiana</i>
		Red-osier Dogwood	<i>Cornus sericea</i>
		Black Ash	<i>Fraxinus nigra</i>

Contractor to meet the wetland replacement plan completed by EMR Incorporated, V.2 dated May 5, 2009 for construction.

Performance

Contractor to work with the Duluth Airport Authority (DAA) to identify the Consultant contracted to complete the required wetland monitoring. Wetland monitoring will be required by the DAA for a minimum of 5 years. Contractor to guarantee work; success of hydrology, vegetative success, and soil stabilization through the first year as regulated by consultant contracted to monitor the wetland per table below.

First Year Monitoring Goals

YEAR	COMMUNITY	BENCHMARK	POTENTIAL CORRECTIVE ACTION
2010	Grass/Forb	75% cover	Re-seeding using BWSR's DNR NE MN - Wetland Fringe, Shore-land Buffer at a rate of 10.0 PLS lbs/acre or 3.25 PLS lbs.
	Shrub/Tree	75% survival; survival defined by live buds and/or foliage.	Replant dead shrubs/trees.
	Abiotic	No signs of erosion; wetland hydrology present in the spring.	To correct erosion, install upland erosion controls, fiber matting or hydroseed with BWSR mix as appropriate. If hydrology not present, review elevations and annual weather patterns to evaluate whether additional earthwork is needed.
	Regulatory	Submit Monitoring Report by December 31	N/A

Documentation

Upon completion of replacement wetland construction activities, contractor will provide the DAA with as-built information. As-built information will include:

- A. surveyed elevations of slopes, contours, outlets, and dikes;
- B. seed tags if available;
- C. contractor receipts or other documentation of seeding or planting;
- D. a survey map showing relevant restoration work;
- E. construction photos showing relevant restoration work;
- F. description of site preparation activities such as mulching, seedbed preparation, seeding methods, shrub planting, or initial weed control activities; and
- G. a comparison of the as-built specifications versus the design specifications and a description and rationale for significant changes.

SP-34.2 Measurement will be made by; the area staked and approved, with as-builts, and per measurement by Consultant contracted to complete the required wetland monitoring for WETLAND RESTORATION as specified.

SP-34.3 Payment for shall be Lump Sum will be made under 2575.601 WETLAND RESTORATION at the contract price and shall be compensation in full for constructing WETLAND RESTORATION as specified.

SP-35 **LIGHT POLE WITH FIXTURE**

SP-35.1 The contractor shall provide all labor, equipment and materials necessary to supply, and install.
See SHEET E400, Lighting Fixture Schedule and Notes 1 through 8 for light pole and fixture details.

SP-35.2 Measurement will be made by each unit of LIGHT POLE WITH FIXTURE with foundation provided and installed.

SP-35.3 Payment for LIGHT POLE WITH FIXTURE shall be made under Item SP 35.3 LIGHT POLE WITH FIXTURE.

SP-36 **SITE POWER ALLOWANCE**

SP-36.1 The contractor shall include a \$35,000.00 allowance to be used to pay for work done by Minnesota Power which shall include the relocation of the power service, and connections as shown on plans and directed by the engineer.

SP-36.2 Measurement will be made by the actual amount of the invoice from Minnesota Power. Any portion of the allowance amount not needed for reimbursement for work done by Minnesota Power will not be paid to the Contractor.

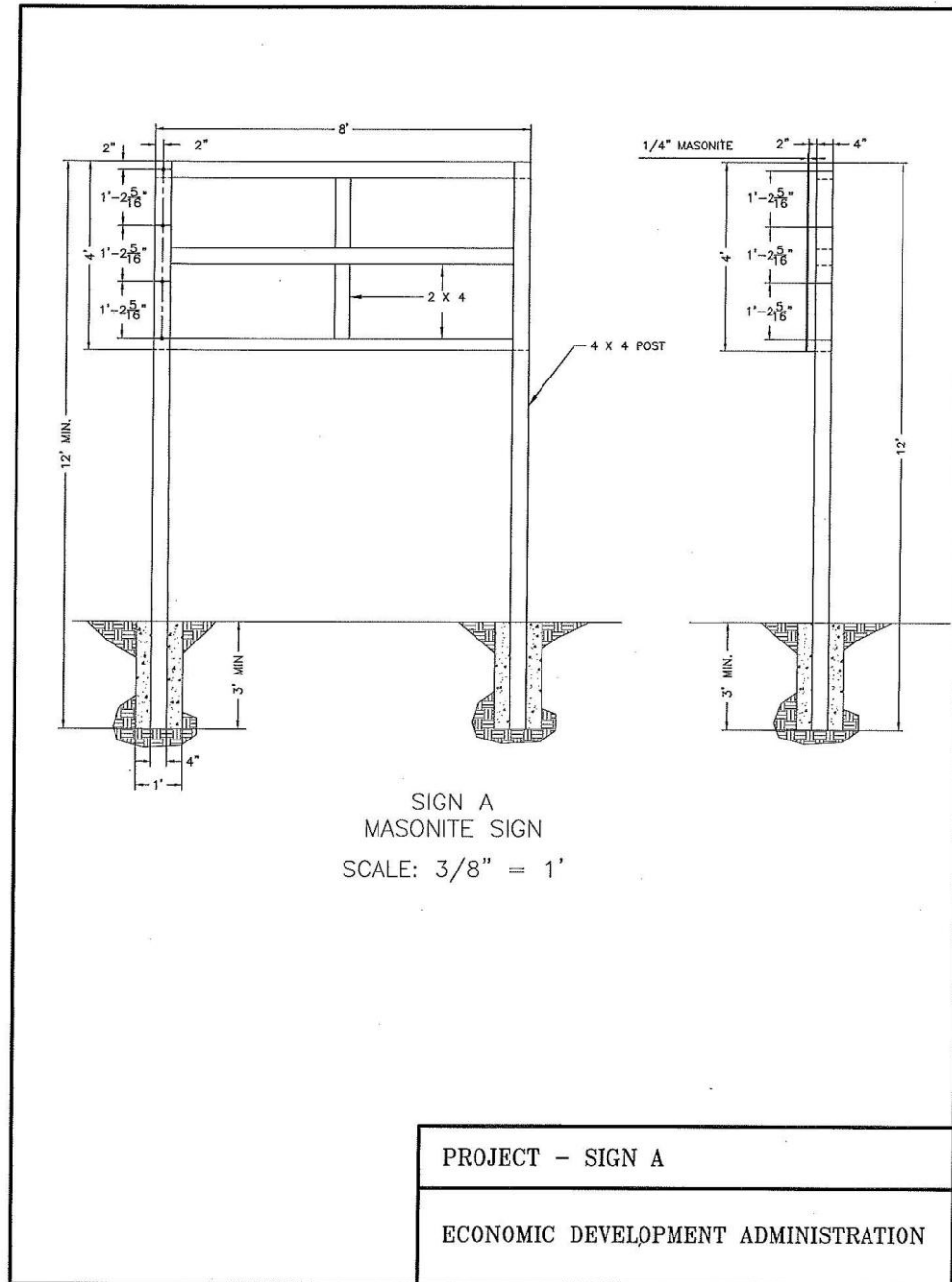
SP-36.3 Payment for SITE POWER ALLOWANCE shall be made under Item SP 36.3.

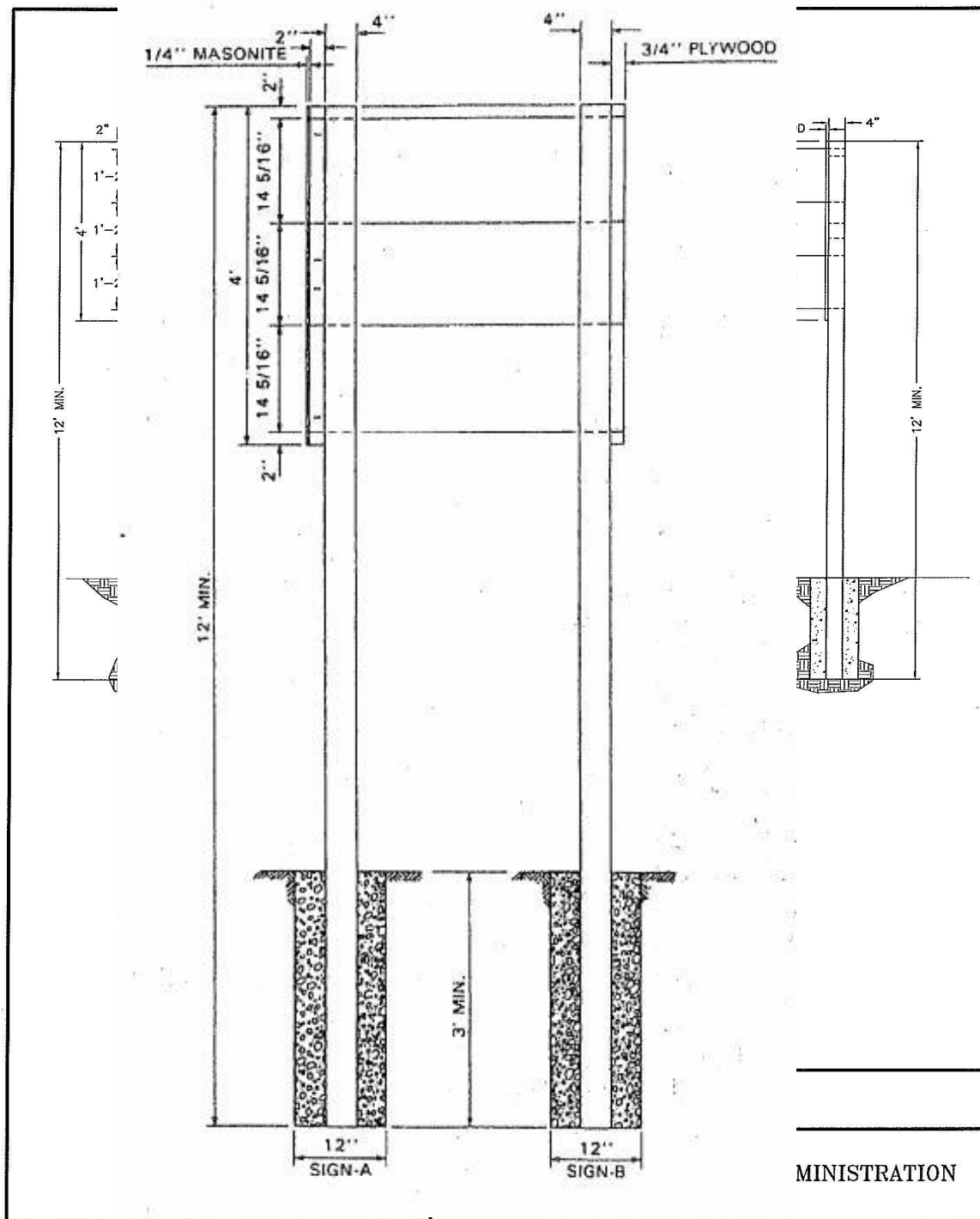
SP-37 SITE COMMUNICATIONS ALLOWANCE

- SP-37.1** The contractor shall include a \$15,000.00 allowance to be used to pay for work done by Qwest which shall include the relocation of the communications service, and connections as shown on plans and directed by the engineer.
- SP-37.2** Measurement will be made by the actual amount of the invoice from Qwest. Any portion of the allowance amount not needed for reimbursement for work done by Qwest will not be paid to the Contractor.
- SP-37.3** Payment for SITE COMMUNICATIONS ALLOWANCE shall be made under Item SP 37.3.

SP-38 EDA JOB SIGN

- SP-38.1** The contractor shall provide all labor, equipment and materials necessary to supply, and construct an EDA JOB SIGN in accordance with the following four sketches. Shop Drawings of the layout of the sign to be submitted to the engineer for approval.
- SP-38.2** Payment for EDA JOB SIGN will be made under SP 38.3 EDA JOB SIGN at the contract price for Lump Sum which shall be compensation in full for constructing EDA JOB SIGN as specified.
- SP-38.3** Payment for shall be Lump Sum will be made under SP-38.3 EDA JOB SIGN at the contract price and shall be compensation in full for constructing EDA JOB SIGN as specified.







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President of the United States of America

SP-39 INSTALL VEHICLE DETECTOR LOOP

SP-39.1 Disconnect and remove existing Vehicle Detector Loop (north side only). Upon completion of paving, install new vehicle detector loop per details on sheet C-802(north side only).

SP-39.2 Measurement will be lump sum.

SP-39.3 Payment for INSTALL VEHICLE DETECTOR LOOP shall be made under Item SP 39.3.

SP-40 (2575.570) RAPID STABILIZATION METHOD 1

SP-40.1 Rapid Stabilization Method 1 shall be modified to include Temporary Seed Mixture 100 at a rate of 100 lbs/acre.

SP-40.2 Measurement will be made by the number of acres of RAPID STABILIZATION METHOD 1 installed as specified. Disc Anchoring and Temporary Seeding shall be considered incidental for which no direct payment will be made.

SP-40.3 Payment for STABILIZATION METHOD 1 will be made under 2575.570 RAPID STABILIZATION METHOD 1 at the contract price for each which shall be compensation in full for installing RAPID STABILIZATION METHOD 1 as specified.

SP-41 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	www.ci.duluth.mn.us/city/constructionprojects/engineering
(required by awarded contractor only)	
Affirmative Action Policy Statement/Certificate - EEO	www.ci.duluth.mn.us/city/constructionprojects/engineering
(required by awarded contractor only)	
Certified Payroll Form WH347 (front side only)	www.dol.gov/esa/forms/whd/WH347.pdf
Contractor's Haul Route	www.ci.duluth.mn.us/city/constructionprojects/engineering
Debarment Notice 082406	www.dot.state.mn.us/const/labor/resourcesandlinks.html
IC-134 form	www.taxes.state.mn.us/forms/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.dot.state.mn.us/const/labor/resourcesandlinks.html
MN Statutes 177.41 to 177.44	www.dot.state.mn.us/const/labor/resourcesandlinks.html
MNOPS Intrastate Anti-Drug/Alcohol Misuse Prev Asmt (gas projects only)	www.ci.duluth.mn.us/city/constructionprojects/engineering
Notice to Bidders Prompt Payment to Subs (city funded projects only)	www.dot.state.mn.us/const/labor/subcarepackage.html
Notice to Bidders Prompt Payment to Subs (state & federal funded projects only)	www.dot.state.mn.us/const/labor/subcarepackage.html
Notice to Bidders Traffic Control 11/29/99 (federal funded projects only)	www.ci.duluth.mn.us/city/constructionprojects/engineering
One-Call Instructions	www.ci.duluth.mn.us/city/constructionprojects/engineering
Operator Qualification Contractor Covered Tasks (gas projects only)	www.ci.duluth.mn.us/city/constructionprojects/engineering
Prevailing Wage Statements 3/16/98 & 6/26/01	www.ci.duluth.mn.us/city/constructionprojects/engineering
Request to Sublet TP-21834 (2-1-06)	www.dot.state.mn.us/const/labor/lcuforms.html
Statement of Compliance Form 21658 (03-01) (city and state funding only)	www.dot.state.mn.us/const/labor/lcuforms.html
Supplemental General Conditions Part II 2/01/06 B	www.ci.duluth.mn.us/city/constructionprojects/engineering
Truck Rental Rates 8/28/06 (state funded projects only)	www.dot.state.mn.us/const/labor/resourcesandlinks.html
Mn/DOT forms:	
Month End Trucking Report TP90550 (7-05) (state funded projects only)	www.dot.state.mn.us/const/labor/lcuforms.html
Month-End Trucking Report Statement of Compliance TP90551 (7-05) (state funded projects only)	www.dot.state.mn.us/const/labor/lcuforms.html
HUD forms: (for HUD/CDBG and Federal funding)	
Certified Payroll Form WH347	www.dol.gov/esa/forms/whd/WH347.pdf
Statement of Compliance WH347/348	www.dol.gov/esa/forms/whd/WH347.pdf
HUD Fringe Benefit Form - City of Duluth	www.ci.duluth.mn.us/city/constructionprojects/engineering