Driveway Replacement of Firehall #6
Firehall #6 - Duluth, MN
November 10, 2015

ProBid #: 15-0674

Bid Opening Date: November 24, 2015 2:00 PM CST

City of Duluth
Property and Facilities Management
1532 W Michigan Street
Duluth, MN 55806
(218) 730-4434
Project Name:  Driveway Replacement at
Fire Hall #6
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 ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

Name       Registration Number
David Bolf  40926

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 ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Name       Registration Number
Robert Fern 20088
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Bid Number:  15-0674
Date:  11-10-15

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PROJECT NAME/DESCRIPTION: DRIVEWAY REPLACEMENT AT FIREHALL #6

BID NUMBER: 15-0674

BID OPENING: TUESDAY, NOVEMBER 24, 2015 AT 2:00 PM

PROJECT DESCRIPTION: Remove the existing driveway, stop any water infiltration, fill with appropriate soil materials, and pour concrete or blacktop. Construction will start in spring when weather conditions are conducive to allow construction at which time a Notice to Proceed will be issued.

QUESTIONS: Please submit any questions regarding this project via e-mail to purchasing@duluthmn.gov. Responses will be provided to all interested bidders as an addendum to this solicitation.

The selected contractor will be issued a construction contract (draft attached). Notice to Proceed will be issued in spring when weather conditions are conducive to allow construction.

Please note that the City of Duluth Supplemental Conditions apply to this project and will be included in the contract. This document can be found online at http://www.duluthgov.info/engineering/documents/SupplementalGenConditions4-15-11.pdf. Hard copies may be made available upon request.

Proposal forms, contract documents, plans and specifications are on file at the following offices: City Architect's Office; Duluth Builder's Exchange; Minnesota Builder's Exchange. Copies of these plans and specifications may be obtained from ShelDon Planroom, 124 E Superior St, Duluth, MN 55802. Copies of bidding documents may be obtained by purchase from ShelDon.
INSTRUCTIONS TO BIDDERS

All bids must be complete, 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 the award where there is a substantial savings to the City, to waive informalities and to reject any and all bids. Bidder must state in their proposal if bid price is based on acceptance of the total order. Do not include sales tax in the unit price. Price may not be the only consideration for bid award. Bids must be firm for a minimum of 60 days.

Bids must be received in Purchasing before 2:00 PM local time on the bid opening date specified on the Invitation for Bids. The City Purchasing Agent or her designee will conduct a public bid opening in Room 100 immediately following receipt of the bids.

No alternatives to the specification will be considered unless specifically requested. Erasures or other changes to the bid must be initialed and dated.

The following documents must be submitted with your bid:

1. **Bid Bond** - A certified check or bank draft, payable to the order of the City of Duluth, negotiable U.S. Government Bonds (at par value), or a satisfactory bid bond executed by the bidder and acceptable surety, in an amount equal to five per cent (5%) of the total bid. Bids may be withdrawn without forfeiture of surety if the request is submitted by the Bidder and received at the Purchasing Office in writing or by telephone prior to the scheduled bid opening.

2. **Acknowledgment of Addendum** (if applicable) – any changes to this solicitation will be announced via Addendum. A signed copy of the Addendum(s) must be submitted with your bid.

3. **Responsible Contractor** - No construction contract in excess of $50,000 will be awarded unless the Bidder is a “responsible contractor” as defined in Minnesota Statute §16C.285, subdivision 3. All Bidders submitting a proposal for this project must verify that they meet the minimum criteria specified in the statute by submitting a Responsible Contractor Verification and Certification of Compliance form (attached). The owner or officer of the company must sign the form under oath verifying compliance with each of the minimum criteria. Making a false statement under oath will render the Bidder or subcontractor that makes the false statement ineligible to be awarded a construction project and may result in termination of a contract awarded to a Bidder or subcontractor that submits a false statement. Bidders must obtain verification of compliance from all subcontractors. Bidders must submit signed copies of verifications and certifications of compliance from subcontractors at the City’s request.

Please note that the following requirements also apply to this project, and any additional required documents must be submitted prior to award/contract execution. Submitting these documents with your bid will assist in expediting the process.

1. **Insurance** – Contractor must provide proof of Public Liability and Automobile Liability Insurance with limits not less than $1,500,000 Single Limit prior to the commencement of work. The City of Duluth must be named as an additional insured. Please refer to the draft Contract, Section 7.

2. **Affidavit of Non-Collusion** – The successful bidder shall be required to execute the attached affidavit stating that he/she has not entered into a collusive agreement with any other person, firm, or corporation in regard to any bid submitted.

3. **Performance & Payment Bonds** – The awarded contractor will be required to submit performance and payments bonds in the full amount of the project cost prior to award.

4. **Affirmative Action/EEO** - The contractor must take affirmative action to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex or national origin, and must meet the affirmative action goals. Contractors are encouraged to subcontract with Disadvantaged Business Enterprises (DBEs) when possible. A current list of certified DBEs is available on the Minnesota Unified Certification website at http://mnucp.metc.state.mn.us. Contractor will comply with all applicable Equal Employment Opportunity laws and regulations. Awarded contractor will submit the attached Equal Employment Opportunity (EEO) Affirmative Action Policy Statement &
5. **Out of State Contractor** - Unless a State of Minnesota Certificate of Exemption is provided, any out-of-state bidder receiving a bid award will have 8% retained from invoice payments on any contracts over $50,000. Submit a signed copy of the signed exemption form when submitting Payment and Performance Bonds. This form may be found at the following web address: [http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf](http://www.revenue.state.mn.us/Forms_and_Instructions/sde.pdf)

6. **Prevailing Wage** - Not less than the minimum salaries and prevailing wages as set forth in the contract documents must be paid on this project.

The City of Duluth is an Equal Opportunity Employer. Contractor shall comply with all applicable Equal Employment Opportunity laws and regulations.

CITY OF DULUTH

Amanda Ashbach
Purchasing Agent
## BID FORM

<table>
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<th>ITEM</th>
<th>PRICE</th>
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<td><strong>TOTAL</strong></td>
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TOTAL PRICE IN WRITING

Signature ________________________________ Date __________________

Name/Title ________________________________

Company Name ______________________________

Address ________________________________

City, State, Zip ______________________________

Tel. ________________________________
AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

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

That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;

That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;

That a family relationship between a City of Duluth employee and bidder/proposer are in non-collusion; and

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

Signed:________________________________
Firm Name:____________________________

Subscribed and sworn to me before this____ day of _________________, __________
NOTARY PUBLIC_______________________________________________________
My commission expires: __________________________________________________
Bidder’s E.I. Number______________________________________________________ (Number used on employer’s quarterly Federal Tax return)
EQUAL EMPLOYMENT OPPORTUNITY EEO AFFIRMATIVE ACTION
POLICY STATEMENT & COMPLIANCE CERTIFICATE

TO: City of Duluth, MN  PROJECT NUMBER & DESCRIPTION ________________________________

FROM: ______________________________________________________________________________

(FIRM’s name, address, telephone number)

A) Employment: It is the policy of the above named FIRM to afford equal opportunity for employment to all individuals regardless of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance and/or disability. The FIRM will take affirmative action to ensure that we will: (1) recruit, hire, and promote all job classifications without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with the principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, FIRM sponsored training, education tuition assistance, social and recreational programs will be administered without regard to race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, and/or disability. The FIRM also intends full compliance with Veteran affirmative action requirements. Additionally, minority and female employees shall be encouraged to participate in all FIRM activities and refer applicants.

I have designated (name) _______________________________________________ to direct the establishment of and to monitor the implementation of personnel procedures to guide the FIRM’s affirmative action program. Where PROJECTS exceed $500,000, this official shall also serve as the liaison officer that administers the FIRM’s Minority Business Enterprise Program. This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal opportunity area.
Supervisors have been made to understand that their work performance is being evaluated on the basis of their equal opportunity efforts and results, as well as other criteria. It shall be the responsibility of the FIRM and its supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

B) Reports: Unless exempted by law and regulation, the FIRM shall make available and file those reports related to equal opportunity as may be required by the City of Duluth and State and Federal compliance agencies. Requirements and Reports are defined in 41CFR60 Compliance Responsibility for Equal Opportunity published by the U. S. Department of Labor which is incorporated herein by reference. Additional requirements are defined in various State and Federal Civil Rights Legislation and Rules promulgated thereunder.

C) Nonsegregated Facilities: The FIRM certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM certifies that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The FIRM agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this Certification, the term segregated facilities means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation for entertainment area, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

D) Affirmative Action Compliance Program: Unless exempted by regulation and law, the FIRM if the FIRM has 50 or more employees and if the value of current contracts with the City of Duluth exceeds $50,000 shall prepare and maintain a written affirmative action compliance program that meets the requirement as set forth in 41CFR60.

E) Non-Compliance: The FIRM certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of non-compliance with EEO Laws and Regulations.
F) **Employment Goals - Construction Projects:** It shall be the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the on-site workforce will be minority employees and that no less than 7% of the on-site workforce will be female employees. Further, it is the goal of the FIRM if the PROJECT is of a construction nature that in all on-site employment generated that no less than 3% of the work hours generated shall be worked by minority employees and that no less than 7% of the work hours generated shall be worked by female employees.

G) **Subcontractors:** The FIRM will for all its PROJECT subcontractors regardless of tier (unless exempted by law and regulation) that received in excess of $2,500 require that: (1) the subcontractor shall execute an EEO Statement and Certification similar in nature to this Statement and Certification, (2) said documentation to be maintained on file with the FIRM or subcontractor as may be appropriate.

Executed this ________ day of ______________, 20__ by:

______________________________

Printed name and title

______________________________

Signature

**NOTE:** In addition to the various remedies prescribed for violation of Equal Opportunity Laws, the penalty for false statements is prescribed in 18 U.S.C. 1001.
RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: _____________________________________________________________

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. … any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project…”

Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. “Responsible contractor” means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

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<tr>
<th>(1)</th>
<th>The Contractor:</th>
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<tbody>
<tr>
<td></td>
<td>(i) is in compliance with workers' compensation and unemployment insurance requirements;</td>
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<td>(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;</td>
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<td>(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and</td>
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<td>(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.</td>
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<tr>
<th>(2)</th>
<th>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</th>
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<td>(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of $25,000 or more within the three-year period;</td>
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<td>(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;</td>
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<td>(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;</td>
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<td>(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;</td>
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<td>(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or</td>
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<td>(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*</td>
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<td>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*</td>
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<td>(3)</td>
<td>The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*</td>
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<td>(4)</td>
<td>The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*</td>
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<td>(5)</td>
<td>The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and</td>
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<td>(6)</td>
<td>All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).</td>
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**Minn. Stat. § 16C.285, Subd. 5. SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.
VERIFICATION OF COMPLIANCE.

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,

2) I have included Attachment A-1 with my company’s solicitation response, and

3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:  
Printed Name:

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<th>Title:</th>
<th>Date:</th>
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Company Name:  

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.
Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. …

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<tr>
<th>FIRST TIER SUBCONTRACTOR NAMES</th>
<th>Name of city where company home office is located</th>
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ATTACHMENT A-2
ADDITIONAL SUBCONTRACTORS LIST
PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT TITLE: _________________________________________________________________

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. … If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. …

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<tr>
<th>ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)</th>
<th>Name of city where company home office is located</th>
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### ADDITIONAL SUBCONTRACTOR NAMES

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<th>(Legal name of company as registered with the Secretary of State)</th>
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### SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.

<table>
<thead>
<tr>
<th>Authorized Signature of Owner or Officer:</th>
<th>Printed Name:</th>
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<table>
<thead>
<tr>
<th>Company Name:</th>
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</table>
KNOW ALL MEN BY THESE PRESENTS: That we:

________________________________________ (contractor’s name)

(herinafter called the “Contractor”) located at:________________________________________

________________________________________ (contractor’s address)

and __________________________________________________________________________

________________________________________ (surety’s name)

(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota
showing that it is authorized to contract as a surety, hereinafter called the “Surety”) located at:

________________________________________ (surety’s address)

are held and firmly bound unto the City of Duluth (hereinafter called the “Owner”), in the penal
sum of _______________________________________________________________________
Dollars ($___________________) for the payment of which we bind ourselves, our heirs,
executors and administrators, successors and assigns, for the faithful performance of a written
contract for the purpose of:

_____________________________________________________________________________
_____________________________________________________________________________
_____________________________________________________________________________

according to plans, profiles, and specifications thereo annexed. A copy of that contract is
incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,

A) If the Contractor shall in all respects comply with the terms and conditions of the Contract
(which includes the contract documents) and such alterations as may be made in said
contract as documents therein provide for, and shall complete the contract in accordance
with its terms,

B) If the Contractor shall indemnify, defend and save harmless the owner from all costs,
expenses, damages, injury or conduct, want or care or skill, negligence or default,
including patent infringement on the part of the Contractor, agents or employees, in the
execution or performance of the contract,

C) If the Contractor shall indemnify the owner for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney’s fees, in any case where such action is successfully maintained,

D) If the Contractor shall comply with all laws pertaining to doing the work under the contract,

Then, this obligation shall be void; the Contractor and Surety jointly and severally agree to pay to the Owner any difference between the sum to which the Contractor will be entitled on the completion of the contract and that which the Owner may be obliged to pay for the completion of the work by contract or otherwise, and any damages, direct or indirect, or consequential, which the Owner may sustain on account of the work, or on account of the failure of the Contractor to properly and in all things, keep and execute all of the provisions of the Contract, provided however that Surety’s liability to pay damages is limited to the amount of the Performance Bond as set forth above.

And, the said Contractor and Surety hereby further bind themselves, their successors, executors, administrators and assigns, jointly and severally, that they will employ and fully protect the said Owner against and will pay any and all amounts, damages, costs and judgements which may be recovered against or which the Owner may be called upon to pay to any person or corporation by reason of any damage arising from the performance of said work, repair or maintenance thereof, or the manner of doing the same, or the neglect of the said Contractor or his agents or servants, or the improper performance of the said work by the Contractor or his agents or servants, or the infringements of any patent rights by reason of the use of any material furnished or work done, as aforesaid, or otherwise. For the purpose of this paragraph, a subcontractor shall be deemed to be the agent or employee of the Contractor to the extent of his subcontract.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed
thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this _____ day of ____________________, 20___.

_____________________________________________
Name of Principal

_____________________________________________
By

_____________________________________________
Name of Surety

By _____________________________________________________________________
Attorney-in-Fact
ACKNOWLEDGEMENTS

State of Minnesota ) ss. Principal – Individual
County of St. Louis )

This instrument was acknowledged before me on _________________________________
by _____________________________________________________.

Notary Seal  Notary Public

State of Minnesota ) ss. Principal – Corporate or Partnership
County of St. Louis )

This instrument was acknowledged before me on _________________________________
by _____________________________________________________ as __________________________________________
of __________________________________________.

Notary Seal  Notary Public

State of Minnesota ) ss. Surety
County of St. Louis )

Be It Known, That on this ______ day of ________________ A. D., 20___, came before me personally ________________, to me personally known, who being by me duly sworn, did say that he/she is the ______________________________________________________________(title) of ______________________________________________________________
the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety; and said __________________________________________
acknowledged said instrument to be the free act and deed of said corporation.

Notary Seal  Notary Public

APPROVED AS TO FORM, CORRECTNESS AND VALIDITY HEREOF

Dated this ______ day of ________________, 20___

__________________________________________
Assistant City Attorney   Duluth MN

Dated this ______ day of ________________, 20___

__________________________________________
Finance Director   Duluth MN
KNOW ALL MEN BY THESE PRESENTS: That we:
_____________________________________________________________________________
(contractor's name)
(hereinafter called the “Contractor”) located at: ________________________________________
_____________________________________________________________________________
(contractor's address)
and __________________________________________________________________________
(surety’s name)
(a corporation holding a certificate of the Insurance Commissioner of the State of Minnesota showing that it is authorized to contract as a surety, hereinafter called the “Surety”) located at:
_____________________________________________________________________________
(surety's address)
are held and firmly bound unto the City of Duluth (hereinafter called the “Owner”), for the benefit of persons furnishing labor and materials for the contract set forth below, in the penal sum of
_____________________________________________________________________________
Dollars ($___________________) for the payment of which we bind ourselves, our heirs, executors and administrators, successors and assigns, for the payment of all labor and materials supplied by any person in the performance of a written contract for the purpose of:
_____________________________________________________________________________
according to plans, profiles, and specifications thereto annexed. A copy of that contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH That,
A) If the Contractor shall make payments, as they may become due, to all persons supplying “labor and materials,” as defined in Minnesota Statutes Section 574.26, used directly or indirectly by the Contractor, or his Subcontractor, in the prosecution of the work provided for in the contract,
B) If the Contractor shall indemnify the owner or other claimant for all costs that may accrue on account of the enforcing of the terms of the bond, if action is brought on the bond, including reasonable attorney's fees, in any case where such action is successfully maintained,
Then, this obligation shall be void; otherwise it shall remain in full force and effect.

And, the said Contractor and Surety agree that in accordance with Minnesota Statutes Section 574.26 not only said City, but any person furnishing “labor and materials,” as defined in Minnesota Statutes 574.26, may sue on this bond for their use on account of any sums due them for anything so furnished.

The Contractor and the Sureties do hereby expressly waive any objection that might be interposed as to the right of the Owner to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either and any of them might interpose to an action brought hereon by any person, firm, or corporation, including subcontractors, materialmen and third persons, for work, labor, services, supplies or material performed, rendered or furnished as aforesaid, upon the ground that there is no law authorizing the Owner to require the foregoing provisions to be placed in this bond.

And the Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or of any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety does hereby waive notice of any and all such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby stipulates and agrees that any and all things done and omitted to be done by and in relation to executors, administrators, successors, assignees, subcontractors and other transferees, shall have the same effect as to said Surety as though done or omitted to be done by and in relation to the Contractor.

Signed this _____ day of ____________________, 20___.

_____________________________________________
Name of Principal

By

_____________________________________________
Name of Surety

By __________________________________________
Attorney-in-Fact
ACKNOWLEDGEMENTS

State of Minnesota)  ) ss. Principal – Individual
County of St. Louis)

This instrument was acknowledged before me on ____________________________
by ____________________________________________________________.

Notary Seal  ____________________________
Notary Public

State of Minnesota)  ) ss. Principal – Corporate or Partnership
County of St. Louis)

This instrument was acknowledged before me on ____________________________
by ____________________________________________________________ as
of ____________________________________________________________.

Notary Seal  ____________________________
Notary Public

State of Minnesota)  ) ss. Surety
County of St. Louis)

Be It Known, That on this ______ day of ________________ A. D., 20___, came before me personally
__________________________________________________________, to me personally known, who being
by me duly sworn, did say that he/she is the __________________________________________________________ (title)
of
__________________________________________________________, the above named corporation which executed the foregoing bond as surety; that the seal affixed to the foregoing
instrument is the corporate seal of said corporation; that said instrument was executed in behalf of said corporation, by
authority of its Board of Directors; that said corporation hold a certificate of the Insurance Commissioner of the State of
Minnesota showing that it is authorized to contract as a surety; and said _____________________________________
aknowledged said instrument to be the free act and deed of said corporation.

Notary Seal  ____________________________
Notary Public

APPROVED AS TO FORM, CORRECTNESS AND VALIDITY HEREOF

Dated this ______ day of ______________, 20___
__________________________________________
Assistant City Attorney   Duluth MN

Dated this ______ day of ______________, 20___
__________________________________________
Finance Director   Duluth MN
101. DEFINITIONS
Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:
a. The term "Contract" means the Contract executed by the City of Duluth in its capacity as agent for the City of Duluth and the Contractor, of which these GENERAL CONDITIONS form a part.
b. The term "City" means the City of Duluth, Minnesota, which is authorized to undertake this Contract and within which the Project Area is situated or any employee of the City of Duluth designated by the City of Duluth for the purpose of inspecting, directing, or having in charge the work embraced in this Contract.
c. The term "Contractor" means the person, firm, or corporation entering into the Contract with the City to construct and install the Improvements embraced in this Contract.
d. The term "Project Area" means site within which is specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this Contract.
e. The term "Architect" means the architect or engineer licensed to practice architecture or engineering and serving the City with architectural or engineering services, or his authorized representative or successor.
f. The term "Change Order" means a written order to the Contractor, signed by the City, issued after execution of the Contract, authorizing and directing a change in the Work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order.
g. The term "Contract Documents" means and shall include the following: Executed Agreement, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings), and all requested submittals such as Certificate of Insurance, performance and payment bonds, EEO Affirmative Action Policy Statement & Compliance Certificate, Certificate of Non-Collusion.
h. The term "Drawings" means the drawings listed in the Schedule of Drawings.
i. The term "Field Order" means a written interpretation necessary for the proper execution of the Work, in the form of drawings or otherwise issued to the Contractor by the City or the Architect.
j. The term "Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates the quality of the materials to be furnished, the quality of workmanship required, and the methods to be used in carrying out the construction work to be performed under this Contract.
k. The term "Addenda" or "Addendum" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the City to prospective Bidders prior to time of receiving Bids.
l. The term "Work" means all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated in such construction.

102. SUPERINTENDENCE BY CONTRACTOR
a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the City and the Architect, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
b. The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.
103. SUBCONTRACTS

a. The Contractor shall not execute an agreement with any subcontractor, or permit any subcontractor to perform any work included in this contract until he has submitted a noncollusion affidavit from the subcontractor in substantially the form attached and has received written approval of such subcontractor from the City.
b. No proposed subcontractor shall be disapproved by the City except for cause.
c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of this Contract.
e. Nothing contained in this Contract shall create any contractual relationship between the subcontractor and the City.

104. OTHER CONTRACTS
The City may award, or may have awarded, other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

105. FITTING AND COORDINATION OF THE WORK
The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

106. MUTUAL RESPONSIBILITY OF CONTRACTORS
If, through acts or neglect on the part of the Contractor, any other Contractor or any subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor or subcontractor shall assert any claim against the City on account of damage alleged to have been so sustained, the City shall notify this Contractor, who shall defend at his own expense any suit based upon such claim, and, if any judgment or claims against the City shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

107. PROGRESS SCHEDULE
The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and of completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor and the accumulated percent of progress each month.

108. PAYMENTS
1) Partial Payments.
a. The Contractor shall prepare his requisition of partial payment as of the last day of the month and submit it, with the required number of copies, to the City contracting officer for his approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) of the total amount, this sum to be retained until final payment and (2) the amount of all previous payments. The total value of the work completed to date shall be based on the estimated quantities of work completed and on the unit prices
contained in the agreement. The value of materials properly stored on site shall be based upon the estimated quantities of such materials and the invoice prices. Copies of all invoices shall be available for the inspection of the Architect and the City.

b. Monthly or partial payments made by the City to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the City. Such payments shall not constitute a waiver of the right of the City to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the City in all details.

2) Final Payment.

a. After final inspection and acceptance by the Architect and the City of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured and computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the City with a release in satisfactory form of all claims against the City arising under and by virtue of his contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided under Section 113 hereof.

b. The City, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the City deems the same necessary in order to protect its interest. The City, however, may if it deems such action advisable make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the City under Section 403, entitled “Liquidated Damages,” under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3) Withholding Payments

The City may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the City and, if it so elects, may also withhold any amounts due from the Contractor to any subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the City elects to do so. The failure or refusal of the City to withhold any moneys from the Contractor shall in no wise impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4) Payments Subject to Submission of Certificates.

Each payment to the Contractor by the City shall be made subject to submissions by the Contractor of all written certifications required of him and his subcontractors by Section II, Part II Supplementary General Conditions for Federally, State of Minnesota, and/or City Assisted Activities.

109. CHANGES IN THE WORK

a. The City may make changes in the scope of work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without
relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless is expressly provided otherwise.

b. Except for the purpose of affording protection against any emergency endangering health, life, or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the Improvements or supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the City authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

c. If applicable unit prices are contained in the Agreement (established as a result of either a unit price bid or a Supplement Schedule of Unit Prices), the City shall order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract; provided that, in case of a unit price contract the net value of all changes does not increase or decrease the original total amount shown in the Agreement by more than twenty-five percent (25%) in accordance with Section entitled Unit Prices, under INSTRUCTIONS TO BIDDERS.

d. If applicable unit prices are not contained in the Agreement or if the total net change increases or decreases the total Contract Price more than twenty-five (25%), the City shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

(1) If the proposal is acceptable, the City will prepare the change order in accordance therewith for acceptance by the Contractor.

(2) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work on a cost-plus limited basis; provided that this basis shall not apply to costs incurred by Contractor for any work done by any subcontractor, which work may proceed under the basis set forth in sub-subparagraph (3) below. A cost-plus-limited basis is defined as the net cost of the Contractor’s labor, materials, and insurance plus fifteen percent (15%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit.

(3) If the proposal of the Contractor is not acceptable in whole or part because of the proposals of one or more of the subcontractors and prompt agreement between the two parties cannot be reached, the City may order the Contractor to proceed with the work and reimburse Contractor for work done by any subcontractor on the basis of that subcontractor’s net cost of labor, materials, and insurance plus twenty percent (20%) of said net cost to cover overhead and profit, the total cost not to exceed a specified limit. Contractor shall supply all data to City which is necessary to determine any such subcontractor’s net costs.

e. Each change order shall include in its final form:

(1) A detailed description of the change in the work.

(2) The Contractor’s proposal (if any) of a confirmed copy thereof.

(3) A definite statement as to the resulting change in the Contract price and/or time.

(4) The statement that all work involved in the change shall be performed in accordance with the Contract requirements except as modified by the change order.

110. CLAIMS FOR EXTRA COST

a. If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event, before proceeding to execute the work, submit his protest thereto in writing to the City, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

b. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
c. Any discrepancies which may be discovered between actual conditions and those represented by the
documents shall at once be reported to the City and work shall not proceed, except at the Contractor's risk,
until written instructions have been received by him from the City.
d. If, on the basis of the available evidence, the City determines that an adjustment of the Contract
Price and/or time is justifiable, the procedure shall then be as provided in Section 109 hereof.

111. TERMINATION, DELAYS, AND LIQUIDATED DAMAGES

a. Termination of Contract.
If the Contractor refuses or fails to execute the work with such diligence as will insure its completion within
the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the
City, by written notice to the Contractor, may terminate the Contractor’s right to proceed with the work.
Upon such termination, the City may take over the work and prosecute the same to completion, by contract or
otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by the
City in its completion of the work and they shall also be liable to the City for liquidated damages for any delay
in the completion of the work as provided below. If the Contractor’s right to proceed is terminated, the City
may take possession of and utilize in completing the work such materials, tools, equipment, and plant as may
be on the site of the work and necessary therefore.

b. Liquidated Damages for Delays.
If the work is not completed within the time stipulated in Section 7 (Special Conditions) hereof, including any
extensions of time for excusable delays as herein provided, the Contractor shall pay to the City as fixed,
agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the
delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section 7 (Special
Conditions) hereof and the Contractor and his sureties shall be liable to the City for the amount thereof.

c. Excusable Delays.
The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with
liquidated damages for any delays in the completion of the work due: (1) To any acts of the Government,
including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of
war, National Defense, or any other national emergency;
(2) To any acts of the City;
(3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the
Contract which are beyond the control and without the fault or negligence of the Contractor, including, but
not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some
other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and
weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and
(4) To any delay of any subcontractor occasioned by any of the causes specified in subparagraphs (1), (2) and
(3) of this paragraph "c". Provided, however, that the Contractor promptly notify the City in writing within ten
(10) days the cause of the delay. Upon receipt of such notification, the City shall ascertain the facts and the
cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable,
the City shall extend the time for completing the work for a period of time commensurate with the period of
excusable delay.

112. ASSIGNMENT OR NOVATION
The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties,
benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the City;
provided, however, that assignments to banks, trust companies, or other financial institutions may be made
without the consent of the City. No assignment or novation expressly provides that the assignment of any of
the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services
rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract.
in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

113. DISPUTES
a. All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of the first event giving rise to the dispute, be presented by the Contractor to the City for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed by the City. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of the first event giving rise to it, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the City of notice thereof.
b. The Contractor shall submit in detail his claim and his proof thereof. Each decision by the City will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address or actually delivered to Contractor or its managing agent. All interpretations or decisions of the City shall be consistent with the Contract and its intent.
c. If the Contractor does not agree with any decision of the City, he shall in no case allow the dispute to delay the work but shall notify the City promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release. If the Contractor does not agree with any decision of the City, he may submit the matter to arbitration no later than thirty (30) days after the date on which the Contractor received the City’s decision; provided, however, that the City shall not be required to submit to arbitration without its prior written consent; and if the City does consent to arbitration, then the Contractor shall pay all costs of such arbitration.

114. TECHNICAL SPECIFICATIONS AND DRAWINGS
Anything mentioned in the Technical Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy on Drawings or Technical Specifications, the matter shall be immediately submitted to the City, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

115. SHOP DRAWINGS
a. All required shop drawings, machinery details, layout drawings, etc. shall be submitted to the Architect or the City, as directed by the City, in two copies for approval sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. The Contractor may proceed, only at his own risk, with manufacture or installation of any equipment or work covered by said shop drawings, etc. until they are approved and no claim, by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.
b. Any drawing submitted without the Contractor's stamp of approval will not be considered and will be returned to him for proper resubmission. If any drawings show variations from the requirements of the Contract because of standard shop practice or other reason, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of contract price and/or time, otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been approved.
c. If a shop drawing with the Contractor involves only a minor adjustment in the interest of the City not involving a change in Contract price or time, the Architect may approve the drawing. The approval shall be
general, shall not relieve the Contractor from his responsibility for adherence to the Contract or for any error in the drawing and shall contain in substance the following: "The modification shown on the attached drawing is approved in the interest of the City to effect an improvement for the Project and is ordered with the understanding that it does not involve any change in the Contract price or time; that it is subject generally to all Contract stipulation and covenants; and that it is without prejudice to any and all rights of the City under the Contract and surety bond or bonds."

116. REQUEST FOR SUPPLEMENTARY INFORMATION
It shall be the responsibility of the Contractor to make timely requests of the City for any additional information not already in his possession which should be furnished by the City under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and the latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the City may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

117. MATERIALS AND WORKMANSHIP
a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as an equal to any particular standard, the City shall decide the question of equality.
b. The Contractor shall furnish to the City for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section 118 hereof)
c. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
d. Materials specified by reference to the number or symbol of a specific standard, such as A.S.T.M. Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The Standards referred to, except as modified in the Technical Specifications shall have full force and effect as though printed therein.
e. The City may require the Contractor to dismiss from the work such employee or employees as the City may deem incompetent, or careless, or insubordinate.

118. SAMPLES, CERTIFICATES AND TESTS
a. The Contractor shall submit all material or equipment samples, certificates, affidavits, etc. as called for in the Contract Documents or required by the Architect, promptly after award of the Contract and acceptance of the Contractor's Bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been approved in writing by the City or the Architect. Any delay in the work caused by late or improper submission of samples or certificates for approval shall not be considered just cause for an extension of the contract time. Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificate or letter from the Contractor shall state that the sample complies with Contract requirements, shall give the name and brand of the product, its place of origin,
the name and address of the producer and all specifications or other detailed information which will assist the Architect or the City in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

b. Approval of any materials shall be general only and shall not constitute a waiver of the City’s right to demand full compliance with Contract requirements. After actual deliveries, the City or the Architect will have such check tests made as they deem necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and equipment have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the City or the Architect will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

c. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
(1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the City or the Architect; (2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements; (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient; and (4) The City will pay for all other testing expenses.

119. CARE OF WORK
a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City.

b. In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the City is authorized to act at his own discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the City. Any compensation claimed by the Contractor on account of such emergency work will be determined by the City as provided in Section 109 hereof.

c. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

d. The Contractor shall shore up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the Improvements embraced in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the City from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the City may become liable in consequence of such injury or damage to adjoining structures and their premises.

120. ACCIDENT PREVENTION
a. The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his fault or negligence in connection with the prosecution of the work. The safety provisions of applicable Federal, State and local laws and ordinances and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the City may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance
with the safety provisions of the A Manual of Accident Prevention in Construction published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Owner with reports concerning these matters.

121. SANITARY FACILITIES
The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and Local Government. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

122. USE OF PREMISES
a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the City, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all reasonable instructions of the City and the ordinances and codes of the Local Government regarding signs, advertising, traffic, fires, explosives, danger signals, barricades.

123. REMOVAL OF DEBRIS, CLEANING, ETC.
The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the City and existing State and local regulations.

124. INSPECTION
a. All materials and workmanship shall be subject to inspection, examination or test by the City or the Architect at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on. The City shall have the right to reject defective or substandard material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the City may contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which may be due the Contractor, without prejudice to any other rights or remedies of the City.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section 118 hereof). All tests by the City will be performed in such a manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.

c. The Contractor shall notify the City sufficiently in advance of back-filling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent by the City, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the City.
Should it be considered necessary or advisable by the City at any time before final acceptance of the entire work to make an examination of work already completed by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any important or essential respect, due to fault of the Contractor or his subcontractors the Contractor shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the actual cost of labor and material necessarily involved in the examination and replacement, plus 15 percent of such costs to cover superintendence, general expenses and profit, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the Improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part, by the City or its agents shall relieve the Contractor or his sureties of full responsibility for materials furnished or work performed not in strict accordance with the Contract.

125. REVIEW BY THE CITY
The City, its authorized representatives and agents, and the Architect, shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, and other relevant data and records pertaining to this Contract; provided, however, that all instructions and approvals with respect to work will be given to the Contractor only by the City through its authorized representative or agents.

126. FINAL INSPECTION
When the work embraced in this Contract is substantially completed, the Contractor shall notify the City in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the City having charge of inspection. If the City determines that the status of the Improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in such notice, or as soon thereafter as is practicable.

127. DEDUCTION FOR UNCORRECTED WORK
If the City deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the City and subject to settlement, in case of dispute, as herein provided.

128. TIME
a. The Contract Time is the period of time allotted in the Contract for completion of the Work. The date of commencement of the Work is the date established in a notice to proceed issued by the City to the Contractor. The Contractor shall begin the Work upon receipt of the notice to proceed.
b. The term "day" as used herein shall mean calendar day.
c. If a date of completion is included in the Contract, it shall be the Date of Substantial Completion of the Work, including authorized extensions thereon. The "Date of Substantial Completion of the Work" is the date certified by the City when construction is sufficiently complete, in accordance with the Contract, so the City may occupy the Work for the use for which it is intended.
129. INSURANCE
The Contractor shall carry the following insurance, at his expense and no direct payment for premiums shall be made by the City. Carriage of such insurance shall in no way alleviate the Contractor of his responsibilities under the contract.

a. The Contractor will be required to carry insurance of the kinds and in the amounts hereinafter specified. The Contractor shall not commence work under the contract until he has obtained all the insurance required by these specifications and until such insurance has been approved by the City Attorney, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved.

b. Insurance
The Contractor shall provide Commercial General Liability in an amount not less than $1,500,000.00 combined single limit and Automobile Liability Insurance in an amount not less than $1,500,000.00 combined single limit shall be in a company licensed to do business in Minnesota; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Property damage coverage for explosion, collapse, and underground excavation to be included. City of Duluth shall be named as Additional Insured under the Commercial General Liability policy. Contractor shall also provide evidence of Statutory Worker’s Compensation Insurance. Contractor to provide Certificate of Insurance evidencing such coverage with 30-day notice of cancellation, non-renewal, or material change provision included.

c. Subcontractor’s Insurance
In the event any work contemplated by the contract is sublet, the Contractor shall have the duty to assure that the subcontractors provide insurance in accord with the minimum requirements hereinabove imposed on the Contractor.

d. Proof of Insurance
The Contractor shall not proceed with the work contemplated in this contract until he has furnished the City Attorney of the City of Duluth with satisfactory proof of the existence and carriage of insurance of the kinds and in the amounts specified.

e. Indemnification
The Contractor shall defend, indemnify and save harmless the City and all of its officers, agents and employees from all suits, actions or claims of any character, name and description brought for on account of any injuries or damages received or sustained by any person, persons or property, by or from the act or acts of said Contractor, or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in constructing the work, or by or on account of any act or omission, neglect or misconduct of said Contractor, or from any claims or amount arising or recovered under the Workmen's Compensation Law or any other law, by-law, ordinance, order or decree, and so much of the money due the said Contractor under and by virtue of his contract, as shall be considered necessary by the City may be retained for the use of the City or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages as aforesaid, shall have been settled and suitable evidence to that effect furnished to the City. The Contractor shall indemnify and save harmless the City from any and all losses caused by or on account of any claims or amounts recovered for any infringement of patent, trademark, or copyright. The unauthorized use by the Contractor of public or private property for any purpose may be considered an injury or damage to the property so used.

130. PATENTS
The Contractor shall hold and save the City, its officers, employees, representatives and agents, and the Architect, harmless from liability of any nature or kind, including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the City, unless otherwise specifically stipulated in the Technical Specifications.
131. WARRANTY
No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City free from any claims, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notices for the work when no formal contract is entered into for such materials.

132. GENERAL GUARANTY
a. Neither the final certificate of payment nor any provisions in the Contract nor partial or entire use of the improvements embraced in this Contract by the City or the public shall constitute an acceptance of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which subsequently appears. The City will give notice of defective materials and work with reasonable promptness.

b. If, within one year after the Date of Substantial Completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract, any of the Work is found to be defective or not in accordance with the specifications of the Contract, the Contractor shall correct it promptly upon receipt of a written notice from the City to do so, unless the City has previously given the Contractor a written acceptance of such condition or work.

133. ENVIRONMENTAL CONDITIONS
Waste Disposal: The SUBRECIPIENT shall comply with the most recent Minnesota Pollution Control Agency (MPCA) waste disposal requirements and include said disposal requirements in the project=s base bid specifications. Waste material, including but not limited to: construction/demolition debris, asbestos-containing material, residential lead paint waste, hazardous waste, and above- and under-ground tanks, shall be disposed of at MPCA-permitted landfill sites only. Copies of all notification, shipment, and landfill receipt records shall be maintained in the subrecipient’s project file.

Minnesota Pollution Control Agency
520 Lafayette Rd., St. Paul, MN 55155
(800) 657-3864

Construction/demolition debris will be disposed of at a Minnesota Pollution Control Agency (MPCA) permitted landfill site only, with copies of all landfill receipts for said debris maintained in the subrecipient’s project file. (Solid Waste Management Rules, Chapter 7001 & 7035)
b. Asbestos-Containing Waste.
All asbestos removal and disposal shall be in strict accordance with all applicable permits. The contract bidder shall include the price of all permits, testing, removal, and disposal in the project base bid.
• Project asbestos-containing material removal pursuant to USEPA 40 CFR 61.145 Standard for Demolition and Renovation.
• All asbestos-containing waste material shall be disposed of pursuant to USEPA 40 CFR 61.150 at a MPCA permitted landfill site only, in accordance with the provisions of USEPA 40 CFR 61.154.
• For all asbestos-containing material, a copy of the MPCA Notification of Demolition and Renovation record and all Waste Shipment records shall be maintained in the subrecipient's project file.

The MPCA shall be contacted for instructions on handling and disposing of materials containing Polychlorinated Biphenyls (PCBs) or any other identified/encountered hazardous materials. A copy of all correspondence and disposal records shall be maintained in the subrecipient's project file.

- MPCA Hazardous Waste Fact Sheet Checklist -- August 1993

d. Above and Below Ground Storage Tanks.
The MPCA Tanks and Spills Section shall be contacted for instructions on handling or removal of all above- and underground tanks identified/encountered. A copy of all correspondence and disposal records shall be maintained in the subrecipient's project file.

e. Residential Lead Paint Waste.
Projects whose activities produce residential lead paint waste are responsible for the management and proper disposal of the waste at an MPCA permitted landfill site only, pursuant to Minn. Stat. sections 116.87, 116.875, 116.88. A copy of the Residential Lead Abatement Notification and Shipping forms shall be maintained in the subrecipient's project file.

134. CONTRACTOR’S RECORDS
The contractor agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, contractor’s books, records, documents, and accounting procedures and practices are subject to examination by the city or the state auditor for three years from the date of execution of this contract.

(End of Document)
CONTRACTOR  
&  
CITY OF DULUTH

THIS AGREEMENT, effective as of the date of attestation by the City Clerk, is made by and between the CITY OF DULUTH, a municipal corporation, hereinafter referred to as the "CITY," party of the first part, and Contractor, address, hereinafter referred to as the "Contractor," party of the second part;

WITNESSETH: That the Contractor and the City agree as follows:

1. The following shall be deemed to be part of this contract:
   a. The annexed resolution and legal advertisement of the City Council.
   b. The bid request and specifications, as modified by irreconcilable language in this written contract.
   c. The bid by Contractor, as modified by irreconcilable language in this written contract.
   d. The performance bond and payment bond certification.
   e. All provisions of law applicable to a contract of this nature.

2. The Contractor agrees to furnish and deliver to the Department all labor, supervision, material, equipment, supplies, insurance, performance bond, payment bond and everything else necessary for general construction of Project at location, all in strict accordance with plans and specifications prepared by design co. or city architect, your bid of $ and resolution no. passed on date. Contractor shall not commence performance of any work under this contract until Contractor receives authorization from the City’s Purchasing Agent in writing and dated.

3. The City agrees to pay progress payments and make final payments to the Contractor as stated in the contract specifications. The total amount payable under this contract shall not exceed dollar amount spelled out ($) unless the contract is modified by formal amendment or change order. Payments under this Agreement shall be made from the following accounts funding and RQ no.

4. The Contractor shall furnish and maintain in full force and effect until this contract is completely performed by the Contractor, a performance bond and payment bond if and when required by law, or if and when required by the City.

5. Inasmuch as this contract concerns work, materials and equipment needed for the public benefit, the provisions of this contract relating to the time of performance and completion of work and delivery of materials or equipment are of the essence of this contract.

6. 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 matters 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.

7. 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 Paragraph 6 above, subject to provisions below.

    (1) Workers’ compensation insurance in accordance with the laws of the State of Minnesota.
    
    (2) Public Liability and Automobile Liability Insurance with limits not less than **$1,500,000** 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 Workers 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. Contractor shall be required to provide insurance meeting the requirements of this Paragraph 7 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.

8. No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the City for, or on account of, anything done, or omitted to be done, in connection with this contract. If this contract is not made in conformity with mandatory provisions of any statute or of the ordinances and charter of the City of Duluth, the Contractor agrees to raise no defense and make no claim against the City on the basis of ratification, laches, estoppel, or implied contract.

9. The Contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it, or any part thereof, without the consent of the City, evidenced by a resolution duly adopted by the City Council. The prohibition contained in this paragraph shall not be deemed to prevent the contractor from subcontracting. Contractor shall remain primarily responsible for all work performed by any subcontractor.

10. The Contractor agrees that in the hiring of common or skilled labor for the performance of any work under this contract, Contractor will not discriminate by reason of race, creed or color, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

11. The Contractor agrees that Contractor shall not in any manner discriminate against or intimidate or prevent the employment of any person or persons, or on being hired, prevent or conspire to prevent any person or persons from the performance or work under this contract on account of race, creed or color, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.
12. The contractor agrees that, as provided in Minnesota Statutes 16C.05, Subd. 5, contractor's books, records, documents, and accounting procedures and practices are subject to examination by the City or the state auditor for six years from the date of final payment under this contract.

13. This contract may be cancelled or terminated by the City and all moneys due or to become due hereunder may be forfeited for any failure to perform any terms or conditions of this contract including but not limited to any violation of the terms or conditions of Section 10 or 11 of this contract.

14. Any waiver by any party of any provision of this contract shall not imply a subsequent waiver of that or any other provision.

15. This contract is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in St. Louis, County, Minnesota, and the parties to this Agreement waive objection to the jurisdiction of this court, whether based on convenience or otherwise.

16. This Agreement constitutes the entire agreement between the City and the Contractor on the subject matter hereof. It may not be changed, modified, discharged or extended except by written instrument duly executed on behalf of the City and the Contractor. The Contractor agrees that no representations or warranties made by the City shall be binding upon the City unless expressed in writing herein.

17. This Agreement shall not be in force and effect, or in any way binding upon the City until the same shall have been approved by the Department Head, signed by the Mayor, attested by the Clerk, and countersigned by the City Auditor.

18. The Contractor unconditionally guarantees to perform all work pursuant to this contract in a good and workmanlike manner, in strict compliance with the specifications and instructions hereto attached, and to the satisfaction of the City of Duluth.

19. This Agreement may be executed in counterparts, each of which shall be deemed to be original and all of which together shall constitute the binding and enforceable agreement of the parties hereto. This Agreement may be executed and delivered by a party by facsimile or PDF transmission, which transmission copy shall be considered an original and shall be binding and enforceable against such party.
Countersigned:

________________________
City Auditor
Approved this______ day of _____________

________________________
Department Director
Approved this______ day of _____________

________________________
Purchasing Agent
Approved this______ day of _____________

________________________
Assistant City Attorney
Approved this______ day of _____________

CITY OF DULUTH-Client

By

____________________________________
Mayor

Attest:

____________________________________
City Clerk
Attested this______ day of _____________

Contractor
Consultant (Service Provider)

By

____________________________________
Company Representative

Its

____________________________________
Title of Representative
Approved this______ day of _____________
SECTION 01 11 00

SUMMARY OF WORK

Work includes:

- Removing existing concrete and bituminous paving, sub-base, drainage structure(s), repaving and related work as shown on drawings. Refer to general notes on plans for additional requirements.
SECTION 01 31 00

PROJECT COORDINATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Project Coordination
B. Schedule
C. Construction Meetings
D. Shift Times

1.2 SCHEDULE

A. Schedule: The general contractor shall submit a schedule of construction activities for approval. Work shall be started as soon as Notice to Proceed is received.

B. Project Completion: Construction work is to proceed immediately from Notice to Proceed with on-site construction work to begin when directed and continue uninterrupted until completion. Timelines as established by Contractor will be adhered to and used as a guide to construction progress.

1.3 CONSTRUCTION MEETINGS/COORDINATION

A. All contractors scheduled to have operations on site during any week, or when requested, shall attend weekly construction meetings as scheduled. All upcoming construction operations will be reviewed at this meeting to allow for scheduling of building activities. Close coordination with owner's representative must occur throughout construction period.

B. Coordination: The general contractor shall provide scheduling and superintendence.

1.4 SHIFT TIMES

A. Minimum of eight (8) hour work days during regular Monday – Friday schedule. Work can be arranged for longer hours.

1.5 SITE ACCESS/RESTRICTIONS

A. Building Access: As building will be occupied during construction, access to facilities will not be allowed except for scheduled construction operations.

B. Operations must be fenced to extent possible for safety. All entrances must remain passable unless prior arrangements for restricted use have been made.

C. Storage Areas: Storage areas are indicated on plans and must be fenced by contractor to preclude access by patients or others.

D. Maintain facility delivery access during construction. Coordinate operations with Owner’s representative.

E. Parking – See Section 01500.
SECTION 01 33 00

SUBMITTALS

1.1 REQUIREMENTS INCLUDED

A. Administrative provisions for required submittals.

1.2 RELATED REQUIREMENTS

A. Sections 00 72 00 and 00 73 00 - General and Special Conditions
B. Section 01 33 23 - Shop Drawings, Product Data, and Samples
C. Section 01 70 00 - Contract Closeout Procedures - Closeout Submittals

1.3 SUBMITTALS

A. Successful bidder will be required to submit the following:
B. Performance and Material Payment Bond - on City Forms
C. Non-Collusive Affidavit
D. Progress Schedule

1. The Contractor shall, within ten (10) days after the Notice of Award, prepare and submit to the Architect for approval, a schedule showing the order in which he proposes to carry on the work, and dates on which he will start, suspend, and complete the various items of work included in this agreement.

2. The Contractor will be required to adhere to his proposed schedule and he shall prosecute the work in such a manner as to insure its completion within the time set forth in the contract. Any failure to adhere to the proposed schedule will be considered prima facie evidence that Contractor has failed to provide sufficient workmen, equipment or materials to insure completion of the work within the specified time limit.

E. List of Subcontractors and Suppliers
F. Certificates of Insurance

Certificates of insurance shall be filed with Owner and Architect/Engineer. No work under this contract shall be started until all insurance policies have been filed and approved.

G. Other submissions required in this specification book.
SECTION 01 33 23

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Submit all shop drawings, product data, and samples to the Architect for approval.

1.2 RELATED REQUIREMENTS

A. Conditions of Contract govern requirements of this section.

B. Documents 00 72 00 and 00 73 00 - Conditions of Contract: Definitions and basic responsibilities of entities.

C. Section 01 72 00 - Project Record Documents

D. Section 01 73 00 - Operations and Maintenance Data

1.3 SHOP DRAWINGS

A. Contractor shall review, approve, and then submit to the Architect with reasonable promptness and in such sequence as to cause no delay in the work or in the work of the Owner or any separate contractor, shop drawings in electronic format, product data, and samples required by the Contract Documents. Each drawing must contain sufficient clear area for the Contractor stamp and the Architect/Engineer stamp.

B. By approving and submitting shop drawings, product data, and samples, the Contractor represents that he has determined and verified all field materials, field measures, and file construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the work and of the contract documents.

C. The Contractor shall not be relieved of any responsibility for any deviation from the requirements of the Contract Documents by the Architect's approval of shop drawings, product data or samples, unless the Contractor has specifically informed the Architect in writing of such deviation at the time of the submission, and the Architect has given written approval to the specific deviation.

D. The Contractor shall not be relieved from responsibility for errors or omissions in the shop drawings, product data, or samples by the Architect/Engineer's approval thereof.

E. No portion of the work requiring submission of a shop drawing, product, or sample shall be commenced until the submittal has been approved by the Architect/Engineer. All such portions of the work shall be in accordance with approved submittals.

1.4 PRODUCT DATA

A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances.
B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the work. Delete information not applicable.

1.5 SAMPLES

A. Where specific color or finish is not indicated in the specification, submit samples for selection of finishes within eight (8) days after date of contract.

B. Note: Architect will act on color, finish, texture and pattern selections within reasonable time (30 days minimum) after all sample palettes have been received.

C. Submit full range of manufacturer's standard finishes except when more restrictive requirements are specified, indicating colors, textures, and patterns, for Architect/Engineer selection.

D. Submit samples to illustrate functional characteristics of products, including parts and attachments.

E. Approved samples which may be used in the Work are indicated in the specification section.

F. Label each sample with identification required for transmittal letter.

G. Provide field samples of finishes at Project, at location acceptable to Architect/Engineer, as required by individual specifications section. Install each sample complete and finished. Acceptable finishes in place may be retained in completed work.

1.6 MANUFACTURER'S INSTRUCTIONS

A. Manufacturer's instructions for storage, preparation, assembly, installation, start-up, adjusting, and balancing.

1.7 CONTRACTOR'S REVIEW

A. Contractor shall sign or initial each sheet of shop drawings and product data, and each sample label to certify compliance with requirements of Contract Documents. Notify Architect/Engineer in writing at time of submittal, of any deviations from requirements of Contract Documents.

B. Do not fabricate products or begin work which requires submittals until return of submittal with Architect/Engineer acceptance.

1.8 SUBMITTAL REQUIREMENTS

A. Transmit submittals electronically in such sequence to avoid delay in the Work or work of other trade contracts.

B. Provide blank space on each submittal for Architect/Engineer stamps.

C. Apply Contractor's stamp, signed or initialed, certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of Work and Contract Documents.

D. Submit under transmittal letter. Identify Project by title, work and product by specifications section and article number.
1.9 RESUBMITTALS
   A. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal.

1.10 ARCHITECT/ENGINEER REVIEW
   A. Architect/Engineer will review shop drawings for general design only, product data, and samples and return submittals to Contractor within seven (7) days. Dimensions and quantities are the responsibility of the Contractor.

1.11 DISTRIBUTION
   A. Duplicate and distribute reproductions of shop drawings, copies of product data, and samples, which bear Architect/Engineer stamp of approval, to job site file, Record Documents file, subcontractor, suppliers, other affected contractors, and other entities requiring information.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used
SECTION 01 50 00
CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities
   1. Electricity: All electricity for construction program and temporary lighting by Contractor.
   3. Telephone Service: Contractor will be required to have telephone service available.
   5. Sanitary Facilities: Contractor to provide.

B. Temporary Controls
   1. Barriers: By Contractor.
   2. Enclosures and Fencing: By Contractor.
   4. Safety Railings: Subcontract to provide required safety railings. Contractor shall supervise.

C. Construction Facilities
   1. Parking: No Contractor parking will be allowed on site.
   2. Project Sign: None on site.
   3. Temporary Buildings: Not required.

D. Delivery of Materials: All delivery of materials across owner's parking lot must be coordinated with on-site staff.

E. Snow Removal: Snow must be promptly removed from construction area to off site.

F. Clean Up: Parking lot, staging area, and construction zone must be kept clean and all debris kept in approved dumpsters.

G. Safety Programs: Each contractor shall be responsible for their safety programs and safety programs of their subcontractors. They shall be responsible for holding safety meetings, adherence to safety programs for their own forces or forces that are performing work that is a part of their contract. They shall be further responsible for the related safety of the public or other persons on site relative to the work under their control.

In no case shall the Owner, the Architect, or their respective employees and agents have either direct or indirect responsibility for matters related to project safety.
PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED
   A. Administrative provisions for Substantial Completion and for final acceptance.

1.2 SUBSTANTIAL COMPLETION
   A. When Contractor considers Work or designated portion of Work is substantially complete, submit written notice to Architect with list of items to be completed or corrected.
   B. Should Architect/Engineer inspection find Work is not substantially complete, he will promptly notify Contractor in writing, listing observed deficiencies.
   C. Contractor shall remedy deficiencies and send a second written notice of substantial completion.
   D. When Architect/Engineer finds Work is substantially complete he will prepare a Certificate of Substantial Completion in accordance with provisions of General Conditions.

1.3 FINAL COMPLETION
   A. When Contractor considers Work is complete, submit written certification:
      1. Contract Documents have been reviewed.
      2. Work has been inspected for compliance with Contract Documents.
      3. Work has been completed in accordance with Contract Documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.
      4. Equipment and systems have been tested, adjusted, and balanced, and are fully operational.
      5. Operation of systems has been demonstrated to Owner's personnel.
      6. Work is complete and ready for final inspection.
   B. Should Architect/Engineer inspection find Work incomplete, he will promptly notify Contractor in writing listing observed deficiencies.
   C. Contractor shall remedy deficiencies and send a second certification of final completion.
   D. When Architect/Engineer finds work is complete, he will consider closeout submittals.
1.4 REINSPECTION FEES

A. Should status of completion of Work require reinspection by Architect/Engineer after substantial completion inspection and final inspection of this work and due to failure of Work to complete, Owner will deduct the amount of Architect/Engineer's compensation for reinspection services from final payment to Contractor.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents: Under provisions of Section 01720.

B. Warranties and Bonds: Under provisions of Section 01740.

C. Evidence of Payment and Release of Liens: In accordance with Conditions of the Contract.

D. Consent of Surety to Final Payment.

E. Certificates of Insurance for Products and Completed Operations: In accordance with Supplementary Conditions.

1.6 STATEMENT OF ADJUSTMENT OF ACCOUNTS

A. Submit final statement reflecting Adjustments to Contract Sum indicating:

1. Original contract sum.
2. Previous change orders.
3. Changes under allowances.
4. Changes under unit prices.
5. Deductions for uncorrected work.
6. Penalties and bonuses.
7. Deductions for liquidated damages.
8. Deductions for reinspection fees.
9. Other adjustment to contract sum.
10. Total contract sum as adjusted.
11. Previous payments.
12. Sum remaining due.

B. Architect/Engineer will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by change orders.

1.7 APPLICATION FOR FINAL PAYMENT

A. Submit application for final payment in accordance with provisions of Conditions of the Contract.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used
SECTION 01 74 00

FINAL CLEANING

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED
   A. Final cleaning of project to be done by Contractor.

1.2 DESCRIPTION
   A. Contractors execute cleaning prior to inspection for Substantial Completion of each designated portion of the Work.
   B. Execute exterior and site cleaning. Provide access and coordinate with owner's personnel.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS
   A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
   B. Use only materials and methods recommended by manufacturer of material being cleaned.

PART 3 - EXECUTION

3.1 CLEANING
   A. In addition to removal of debris and cleaning specified in other sections, clean exterior exposed to view surfaces.
   B. Remove temporary protection and labels not required to remain.
   C. Clean finishes free of dust, stains, films, and other foreign substances.
   D. Maintain cleaning until Substantial Completion.
   E. Remove waste, foreign matter, and debris from roofs, gutters, area ways, and drainage systems.
   F. Remove waste, debris, and surplus materials from site. Clean grounds; remove stains, spills, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.
   G. After substantial completion Owner will perform further cleaning as he may require.
SECTION 01 78 36

WARRANTIES, BONDS, AND GUARANTEES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This is separate from performance and payment bonds which are reviewed in other parts of this document.

See also Instructions to Bidders: Bid Bonds. General and Special Conditions: Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.

B. Preparation and submittal of warranties and bonds.

C. Schedule of submittals.

1.2 RELATED REQUIREMENTS INCLUDE

A. Conditions of Contract and Division 1 - General Requirements govern work of this section.

B. Section 01 70 00 - Contract Closeout Procedures

C. Individual Specification Sections; Warranties and bonds required for specific products or work.

1.3 FORM OF SUBMITTALS

A. Bind in commercial quality 8-1/2 x 11 inch three-ring side binders, with hard back, cleanable, plastic covers.

B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of project; name, address and telephone number of Contractor; and name of responsible principal.

C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of Product or work item.

D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer with name, address, and telephone number of responsible principal.

1.4 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item of work. Except for items put into use with Owner’s permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.
C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

E. Submit to Owner.

1.5 TIME OF SUBMITTALS

A. For equipment or component parts of equipment put into service during construction with Owner’s permission, submit documents within ten days after acceptance.

B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.

C. For items of Work when acceptance is delayed beyond date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used
SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. Maintenance of Record Documents and Samples.
B. Submittal of Record Documents and Samples

1.2 RELATED REQUIREMENTS

A. Conditions of Contract govern requirements of this section.
B. Section 00 72 00 - General Conditions
C. Section 01 33 23 - Shop Drawings, Product Data, and Samples
D. Section 01 70 00 - Contract Closeout Procedures
E. Individual Specification Sections: Manufacturer's certificates and certificates of inspection.

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. In addition to requirements in General Conditions, all Contractors shall maintain at the site for Owner one record copy of:
   1. Contract Drawings
   2. Specifications
   3. Addenda
   4. Change Orders and other modifications to the Contract
   5. Reviewed shop drawings, product data, and samples.
   6. Field test records
   7. Inspection certificates
   8. Manufacturer's certificates

B. Store Record Documents and samples in Field Office apart from documents used for construction. Provide fields, racks, and secure storage for record documents and samples.

C. Label and file Record Documents and samples in accordance with Section number listing in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.

D. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.

E. Keep Record Documents and samples available for inspection by Architect/Engineer.
1.4 RECORDING

A. Record information on a set of blue line opaque drawings and in a copy of a Project Manual, provided to Owner.

B. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.

C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
   1. Measured depth of element of foundation in relation to finish first floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
   4. Field changes of dimension and detail.
   5. Changes made by Modifications.
   6. Details not on original Contract Drawings.
   7. References to related shop drawings and Modifications.

E. Specifications: Legibly mark each item to record actual construction, including;
   1. Manufacturer, trade name, and catalog number of each product actually installed, particularly optional items and substitute items.
   2. Changes made by Addenda and Modifications.

F. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records, required by individual specification sections.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used
SECTION 31 05 16
AGGREGATE BASE

Aggregate base courses shall be constructed in accordance with the provisions of MN/DOT 2211 except as modified below:

Aggregate for base construction shall conform to the requirements of MN/DOT 3138 and may be sampled, tested, and inspected by the City at any time prior to being incorporated permanently in the work.

REVISED
01/03/14 SP2014-92:

The compaction will be performed by the “Ordinary Compaction” described in MN/DOT 2211.3.D.2.2.b.

END OF SECTION
PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removal of topsoil.
B. Rough grading the site.
C. Finish grading.

1.02 RELATED REQUIREMENTS

A. Section 31 23 16 - Excavation.
B. Section 31 23 23 - Fill: Filling and compaction.
C. Section 32 92 23 - Sodding: Finish ground cover.

1.03 QUALITY ASSURANCE

A. Perform Work in accordance with State of Minnesota, Highway Department standards.

1.04 PROJECT CONDITIONS

A. Protect above- and below-grade utilities that remain.
B. Protect plants, lawns, and other features to remain as a portion of final landscaping.
C. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from grading equipment and vehicular traffic.

PART 2 PRODUCTS

2.01 MATERIALS

A. Topsoil: See Section 31 23 23.
B. Other Fill Materials: See Section 31 23 23.
C. Erosion Control: Contractor shall conform to the requirements of MNDOT 1803.5 for Erosion control and shall furnish all materials necessary to conform to these requirements.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that survey bench mark and intended elevations for the Work are as indicated.

3.02 PREPARATION

A. Identify required lines, levels, contours, and datum.
B. Stake and flag locations of known utilities.
C. Locate, identify, and protect from damage above- and below-grade utilities to remain.

3.03 ROUGH GRADING

A. Remove topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials.
B. Do not remove topsoil when wet.
C. Remove subsoil from areas to be further excavated, re-landscaped, or re-graded.
D. Do not remove wet subsoil, unless it is subsequently processed to obtain optimum moisture content.
E. When excavating through roots, perform work by hand and cut roots with sharp axe.
F. See Section 31 23 23 for filling procedures.
G. Stability: Replace damaged or displaced subsoil to same requirements as for specified fill.

3.04 SOIL REMOVAL
A. Stockpile topsoil to be re-used on site; remove remainder from site.
B. Stockpile subsoil to be re-used on site; remove remainder from site.
C. Stockpiles: Use areas designated on site; pile depth not to exceed 8 feet; protect from erosion.

3.05 FINISH GRADING
A. Before Finish Grading:
   1. Verify building and trench backfilling have been inspected.
   2. Verify subgrade has been contoured and compacted.
B. Remove debris, roots, branches, stones, in excess of 1/2 inch in size. Remove soil contaminated with petroleum products.
C. Where topsoil is to be placed, scarify surface to depth of 3 inches.
D. In areas where vehicles or equipment have compacted soil, scarify surface to depth of 3 inches.
E. Place topsoil where required to level finish grade.
F. Place topsoil to the following compacted thicknesses:
   1. Areas to be Sodded: 4 inches.
G. Place topsoil during dry weather.
H. Remove roots, weeds, rocks, and foreign material while spreading.
I. Near plants and buildings spread topsoil manually to prevent damage.
J. Fine grade topsoil to eliminate uneven areas and low spots. Maintain profiles and contour of subgrade.
K. Lightly compact placed topsoil.

3.06 TOLERANCES
A. Top Surface of Subgrade: Plus or minus 0.10 foot (1-3/16 inches) from required elevation.
B. Top Surface of Finish Grade: Plus or minus 0.04 foot (1/2 inch).
C. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.
D. Top Surface of Finish Grade: Plus or minus 1/2 inch.

3.07 FIELD QUALITY CONTROL
A. See Section 31 23 23 for compaction density testing.

3.08 CLEANING
A. Remove unused stockpiled topsoil and subsoil. Grade stockpile area to prevent standing water.
B. Leave site clean and raked, ready to receive landscaping.

END OF SECTION
DESCRIPTION
EXISTING
REMOVAL
LEGEND

SUPERIOR ST. RESTORATION
CONCRETE SIDEWALK

EXISTING CONDITIONS AND REMOVALS PLAN

EAST SUPERIOR STREET

JAY STREET

FIRE HALL #6
FFE: 673.52
FFE: 675.56