

PROJECT MANUAL

COBBLESTONE LAKE PARK TRAIL IMPROVEMENTS

CITY OF APPLE VALLEY | MINNESOTA

January 6, 2025

Prepared for:
City of Apple Valley
7100 West 147th Street
Apple Valley, MN 55033

CITY PROJECT NO. 2024-158
WSB PROJECT NO. 025608-000



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PROJECT MANUAL

COBBLESTONE LAKE PARK TRAIL IMPROVEMENTS

CITY PROJECT NO. 2024-158

**FOR CITY OF APPLE VALLEY
DAKOTA COUNTY, MINNESOTA**

JANUARY 6, 2025

Prepared By:



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CERTIFICATION

SITE AND TRAIL DESIGN:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional landscape architect under the laws of the State of Minnesota.



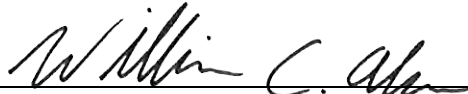
Jared Lee, PLA

Date: January 6, 2025

Lic. No. 44369

STORMWATER DESIGN:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional Engineer under the laws of the State of Minnesota.



William Alms, PE

Date: January 6, 2025

Lic. No. 54301

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Apple Valley City Project Number 2024-158

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ADVERTISEMENT FOR BIDS

Bids will be received electronically online only by the City of Apple Valley, Minnesota, through Quest CDN, until **2:00 P.M., CST, January 28, 2025**. Immediately following expiration of the time for receiving bids, representatives of the City of Apple Valley will publicly view Bids at an online Bid opening meeting. Those interested in viewing the online Bid opening are welcome to join the meeting by logging on to <https://zoom.us/join> or calling 929.205.6099 and entering **Meeting ID 985 5711 0283 and Passcode 776728**. The as-read online Bid results will be available at www.questcdn.com following the Bid opening.

The Project includes the furnishing of all labor and materials for the construction complete in-place, of the following approximate quantities:

City Project 2024-158 Cobblestone Lake Park Trail Improvements

12,000	SY	Remove / Reclaiming (3.0") of Asphalt Pavement
1405	SF	Remove Concrete Walk
220	SF	Remove Unit Pavers
1	LS	Site Grading
200	CY	Select Granular Borrow
100	CY	Common Borrow
12,000	SY	Bituminous Pavement Removal
4	EA	Casting Assembly
8	LF	Construct 84" Drainage Structure
18	LF	Construct 48" Drainage Structure
300	LF	Storm Sewer
12,000	SY	Bituminous Trail Pavement
1000	SF	6" Concrete Walk
350	SF	5" Concrete Special Color
300	LF	Concrete Curb and Gutter
220	SF	Truncated Domes
13780	SY	Site Restoration

With related items

Digital copies of the Contract Documents can be obtained at www.questcdn.com. The **Quest CDN project number is 9448358**. Bidders can download the Contract documents for \$55 by searching for the project on Quest CDN website's Project Search page.

Instructions for online bidding are attached. Please contact QuestCDN.com, prior to bidding, at (952) 233-1632 for assistance with free membership registration, downloading, and submitting bids. Bid Security in the amount of 5 percent of the amount of the Bid must be submitted through Surety 2000 using contract #**9448358** and accompany each Bid in accordance with the Instructions to Bidders.

The bid bonds must be payable to the City of Apple Valley in the amount of five percent (5%) of the amount of bid, to be forfeited as liquidated damages in the event that the bid is accepted and the bidder shall fail to promptly enter into a written contract and furnish the required bond.

A **pre-bid meeting** will be held at **10:00 am** CST in the Regent Conference Room at City Hall on **Tuesday, January 21, 2025** to discuss the project with Owner's representatives, bidders, and subcontractors.

Direct inquiries to WSB Project Manager Jared Lee at (651) 280-9685.

No bidder questions will be addressed after 12:00 pm on Thursday, January 23, 2025.

The Owner reserves the right to retain the deposits of the 3 lowest Bidders for a period not to exceed 60 days after the date and time set for the Opening of Bids. No Bids may be withdrawn for a period of 30 days after the date and time set for the Opening of Bids.

The successful bidder must be a "responsible contractor." The term "responsible contractor" means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3. Any prime contractor, subcontractor, or motor carrier that does not meet the minimum criteria or fails to comply with the verification requirements is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project. A prime contractor, subcontractor, or motor carrier that makes a false statement under oath verifying compliance with the minimum criteria will be ineligible to be awarded a construction contract on the project, and the submission of a false statement may result in termination of a contract awarded to a prime contractor, subcontractor, or motor carrier that submits the false statement. A prime contractor shall include in its verification of compliance a list of all of its first-tier subcontractors that it intends to retain for work on the project. Before execution of a construction contract, a prime contractor shall submit a supplemental verification under oath confirming that all subcontractors and motor carriers that the prime contractor intends to use to perform project work have verified to the prime contractor, through a signed statement under oath by an owner or officer, that they meet the minimum criteria for a responsible contractor.

The Owner reserves the right to reject any and all Bids, to waive irregularities and informalities therein, and further reserves the right to award the Contract to the best interests of the Owner.

This project is subject to Minnesota Department of Labor and Industry Prevailing Wage and Truck Rental Rates.

Christina M. Scipioni, City Clerk
City of Apple Valley, Minnesota

SECTION 00 21 13

INFORMATION FOR BIDDERS

City Project Number 2024-158

1. DESCRIPTION OF WORK

This project generally consists of supplying certain specified materials, equipment, and labor to perform bituminous removal, common excavation, installation of Storm Sewer utilities, bituminous trail construction, concrete walk construction, ADA ramp construction, site restoration and other related activities within the City of Apple Valley.

2. CONTRACT DOCUMENTS

Contract Documents consist of those documents as listed in Section 1 of the General Conditions of the Contract. The form of these documents is on file in the office of the City Clerk.

3. TIME SCHEDULE AND COMPLETION DATES

- A. Work under this contract shall commence within ten (10) calendar days after issuance of written notice to proceed. All work under this contract shall be completed in accordance with the intermediate, substantial and final completion dates stated in the Special Provisions of the Contract Documents.
- B. The Project will be considered complete when all work called for in the Contract Documents has been completed and approved by the Engineer.

4. WITHDRAWAL OF BIDS

Proposals may be withdrawn any time previous to the time stated for opening bids, but no Proposal may be withdrawn for a period of thirty (30) days after the time indicated for the receipt of bids.

5. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- A. Bidders are expected to make a thorough examination of the site of the work prior to submitting a proposal. It is the Bidder's responsibility to become familiar with obstacles which may be encountered and other local conditions affecting the execution of the work.
- B. Bidders must satisfy themselves by personal examination of the Contract Documents and by such other means as they prefer as to the accuracy of the quantities of work to be performed, the intent of the Contract Documents, and the requirements of the Owner and Engineer. The successful Bidder must employ, as far as possible, the methods and means of carrying out the work in a manner as will not cause any interference or interruption with the work of others or the operations of the Owner.
- C. Submission of a Proposal shall be considered prima facie evidence that the Bidder is thoroughly familiar with the conditions to be encountered, the character, quality and quantity of the work to be performed, materials to be furnished, and the requirements of the Contract Documents. After the opening of the Proposal by the Owner, no claim for additional compensation due to the Bidder's misunderstanding of the intent of the Owner or the Contract Documents nor failure to acquire information necessary for the intelligent preparation of the Proposal will be entertained.
- D. The Contractor shall cooperate with all utility companies and shall coordinate scheduling and phasing of work.

6. INADEQUACIES, OMISSIONS, CONFLICTS

- A. Any verbal information obtained from or statement made by representatives of the Owner upon examination of the Contract Documents or the site, for the purpose of bidding, which apparently corrects or in any way amends the Contract Documents, shall be invalid. The Owner will not be responsible for such verbal information or statements.
- B. Bidders shall bring any inadequacies, omissions, or conflicts to the Engineer's attention at least seven (7) days before the due date for bids. Prompt clarification will be supplied to all Bidders by Addenda, and each Addendum shall be acknowledged online via QuestCDN. Failure to so request clarification of any inadequacy, omissions, or conflicts will not relieve the Bidder of responsibility.

7. MODIFICATIONS TO CONTRACT DOCUMENTS

- A. The Owner reserves the right to modify the Contract Documents at any time prior to the opening of bids, subject to the following conditions:
- B. Such modification will be made by Addendum, duly numbered and dated.
- C. Such Addendum will be posted by the Engineer on the QuestCDN website and emailed to plan holders in accordance with their notifications settings assigned to their QuestCDN account.
- D. Quest VirtuBid will not allow a submittal of a bid without properly acknowledging any addenda.

8. SUBSTITUTION OF MATERIALS

Should a Bidder propose to substitute materials other than those specified herein, said materials must be found acceptable and approved by the Engineer, in writing, eight (8) calendar days prior to the opening of bids. Otherwise, it is understood that the Bidder shall furnish materials exactly as specified.

9. QUALIFICATIONS OF BIDDERS

The Owner may require Bidders to submit evidence that they have practical knowledge of the particular work bid upon and that they have the financial resources to complete the proposed work. Failure on the part of any Bidder to carry out previous contracts satisfactorily, or his/her lack of experience or equipment necessary for the satisfactory and timely completion of this Project, may be deemed sufficient cause for disqualification of said Bidder. The Owner reserves the right to reject any bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to carry out properly the terms of the Contract. The Owner's decision as to qualifications of the Bidder shall be final.

10. PROPOSAL FORM

- A. Bids shall be submitted electronically by using the VBID portal in QuestCDN.
- B. Bidders shall not stipulate on the Proposal Form any additional conditions regarding the construction or Award of Contract.
- C. The Bidder, when signing the Proposal Form, shall provide the full name and business address of each Bidder. The Form shall be signed in the space provided therefor by written signature of the person or persons properly authorized to sign the Proposal Form.

- D. BIDDERS ARE CAUTIONED TO CHECK THEIR PROPOSAL FORMS CAREFULLY BEFORE SUBMITTING, AS NO CLAIM FOR ERROR IN THE SAME WILL BE CONSIDERED AFTER THE BIDS HAVE BEEN OPENED.

11. BID AND CONTRACT SECURITY

- A. To ensure that the Bidder enters into a contract with the City for the work described in the Proposal, a minimum of five percent (5%) of the Total Base Bid will be required as Bid Security. The Bid Security must be uploaded in VBID in order to submit a bid. If the bid is accepted, the Bidder will execute and file the Contract, Performance Bond, Public Contractors (Payment) Bond, and Insurance Certificate(s), as required by the Contract Documents, within ten (10) days after receipt of the Notice of Award of Contract by Owner.
- B. The Bidder to whom a Contract is awarded will be required to furnish the Payment Bond and Performance Bond to the Owner, each in an amount equal to one hundred percent (100%) of the Contract Price. The bonds shall be executed by a Surety Company authorized to do business in the State of Minnesota and acceptable as Surety to the Owner.

12. LABOR AND WAGES

Each Contractor or Subcontractor performing work on this Project shall comply in all respects with all laws governing the employment of labor, Social Security, Unemployment Insurance, Occupational Safety and Health (OSHA), etc., of both the State and Federal Government.

13. RIGHT TO ACCEPT OR REJECT BIDS

- A. The Owner reserves the unqualified right, in its sole and absolute discretion, to reject all bids or any bid, or to waive any irregularities in any bid, or to accept any bid which will best serve the interests of the Owner.
- B. A bid which has not been prepared according to the instructions contained herein or which does not contain a unit price which is both adequate and reasonable for each and every item named in the Proposal Form may be considered irregular and subject to rejection. Unbalanced bids are subject to rejection.
- C. More than one Proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered. Evidence that any Bidder is interested in more than one Proposal for the same work will constitute cause for rejection of all such proposals. Collusion between the Bidders will be considered sufficient cause for the rejection of all bids so affected.
- D. A bid Proposal may be disqualified because of errors in computation which cannot be resolved by mathematical correction without resorting to information not contained in the bids.

14. AWARD OF CONTRACT

- A. Bids will be reviewed at the date and time that is shown on the Advertisement for Bid. No awards will be made immediately upon opening bids nor until the bids opened can be tabulated, scheduled, and reviewed by the Owner. The Contract shall be awarded by Owner action, and the Bidder to whom award of Contract is made will be notified at the earliest possible date.
- B. Award of Contract will be made to the lowest **responsible** Bidder(s) as determined by the Owner. On unit price contracts, the low bid shall be the lowest correct total of unit prices extended by the estimated number of units set forth in the Proposal Form. On bids utilizing best value contracting the correct total of unit price extensions and the technical proposal score will be utilized to calculate each bidder's adjusted score. The low

bidder will be the bidder with the lowest adjusted score. On lump sum contracts, the low bid shall be the low base bid. On bids including alternate(s), Owner may award the Contract based on the base bid or any combination of base bid and alternate(s). Contract award to the lowest responsible bidder shall be based on, but is not necessarily limited to, the factors of price and the Owner's evaluation of the vendor's ability to service the City.

- C. The Owner reserves the right to reject any or all bids and to waive minor items, informalities, defects or technicalities in any or all bids.

15. AVAILABLE PROJECT INFORMATION

- A. Portions of reports and/or drawings used by the Engineer in preparation of the Contract Documents are attached to this section. Bidders are responsible for their own interpretation, verification, and use of the attachments. A list of attachments to this section includes:

- 1. Quest CDN On-Line Bidding User Guide

16. GENERAL NOTES

- A. No bidder questions will be addressed after 12:00 pm on Thursday, January 23, 2025



Quest Construction Data Network

VirtuBid™ Online Bidding User Guide

Contact Support – 952-233-1632

Support@QuestCDN.com

Welcome to VirtuBid™ with the Quest Construction Data Network! VirtuBid™ (vBid™) is a state-of-the-art electronic bidding service that benefits the bidder by allowing more time for last minute price adjustments. Bidders can now submit their numbers and forms within seconds of bid closing to ensure the most competitive bids, simply by the push of a button.

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YOU MUST CREATE YOUR 'ONLINE BID ID CODE' BEFORE ACCESSING ONLINE BIDDING.

Prior to participating in Online Bidding, be sure to set up your company's 'Online Bid ID Code'. Your 'Online Bid ID Code' is your digital signature. You may also need to update your QuestCDN password to higher security if needed (*Online Bidding new password minimum is 8 characters with one uppercase, one lowercase and one numeral*).

Updating passwords and creating an 'Online Bid ID Code' can only be done by the main account holder.

What is the 'Online Bid ID Code' and **where can I find it on QuestCDN?**

The 'Online Bid ID Code' is a passcode required at bid submission and is the digital signature for the company. The code is created by the main account holder **before** account users can access VirtuBid™. The code can be accessed, viewed or updated by logging into QuestCDN with the main account holder username and password.

Make sure to write down the code or obtain the code from the main account holder before submitting a bid.

FINDING THE COMPANY ONLINE BID ID CODE

There are two ways to access the 'Online Bid ID Code'.

1. A link to access the code is located on the bid submission page. (*Illustration 1.*) Click **'My Account'** on the submission page of VirtuBid™. A new browser window will open. Sign into QuestCDN using the main account holder username and password. Under the 'User Info & Online Bid ID Code' tab, (*Illustration 2*) click the eye icon to view an existing code. Click the VirtuBid™ opened browser tab to go back to the online bid submission window. Enter the code, check 'I Agree' and click 'Submit'

Only the main account holder username and password can access the 'Online Bid ID Code'.

A link to access the code is located on the bid submission page.

Print

Illustration 1

QUESTCDN'S TERMS OF USE FOR BIDDERS

This Terms of Use for Bidders Agreement ("Agreement") is between Quest Construction Data Network, LLC, P.O. Box 412, Spring Park, Minnesota 55384-0412 ("QUESTCDN") and you (which may be identified in this agreement as "You," "Your," or "User"). By accepting this Agreement you are accepting its terms on behalf of both you personally and any entity for which you are an agent of or appear to represent as indicated by the information you provide in registering with the QUESTCDN Web site and the Quest VirtuBid (hereafter vBid) services, and the terms "You," "Your," and "User" shall include both you personally and that entity.

This Agreement is in addition to any other terms and conditions or other agreements QUESTCDN presents to You in writing either on QUESTCDN's Web site or as a part of the Quest vBid services and You agree to as a part of using its Web site or the Quest vBid services, including without limitation the Construction Data Network, LLC Web site Terms of Use, contain the terms and conditions that govern Your use of the QUESTCDN Web site and the Quest vBid services. These agreements constitute the entire agreement among the parties.

Enter your company's On-Line Bid ID code: Enter On-Line Bid ID Code Here This ID code is your company's On-Line Bid ID Code.

If you do not remember your company's ON LINE BID ID Code, you may view or change it at QuestCDN.com. For quick login access to your account, click this link [My Account](#) info tab. Only the account administrator has access to this page.

I Agree Check 'I Agree'

By clicking the I Agree checkbox and entering your On-Line Bid ID code you are agreeing to the terms displayed

Submit the bid to Owner

Click 'My Account' to access the 'Online Bid ID Code'

BID POSTINGS MESSAGE CENTER ONLINE BIDDING INDUSTRY DIRECTORY HELP **MY ACCOUNT**

Illustration 2

Company Info **User info & Online Bid ID Code** Membership Profile Payment Transactions & Receipts

Username : test froo *

Password : *

Minimum eight characters including one uppercase, one lowercase, and one number. Meets Quest requirements

Confirm Password : Confirm passwords

Online Bid ID Code (This code is used to publish or submit a vBid)

On-line Bid ID Code : *

Minimum eight characters including one uppercase, one lowercase, and one number. Meets Quest requirements

Confirm On-line Bid ID Code : Confirm passwords

Account Users

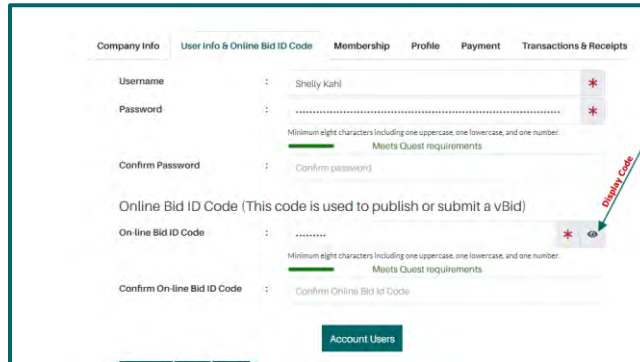
Log into

- QuestCDN using the main account holder username and password, click 'My Account' at the top of the page. Select 'User Info & Online Bid ID Code' tab and click the eye icon to view or edit an existing code (Illustration 2.)

VirtuBid™ (vBid) Online Bidding

Create an Online Bid ID Code

Log into QuestCDN at <https://questcdn.com/auth/login>. Click 'My Account' at the top of the page. Click the 'User Info & Online Bid ID Code' tab. Add or update your 'Online Bid ID Code'. Click the eye icon symbol to view the code when black dots are populated in the fields. *(Only the QuestCDN main account holder can access 'My Account' and update/view the code).*



Online Bid ID Code Explanation

The 'Online Bid ID Code' is a passcode and acts as your digital signature. It is required to submit an online bid through the QuestCDN online bidding system, VirtuBid™.

- An 'Online Bid ID Code' must be created before users can access VirtuBid™. The code is established, modified and viewable by QuestCDN main account holder.
- This code is the digital signature that allows submission of a bid on behalf of the company. QuestCDN does not have access to codes for security purposes.
- The code is found in 'My Account,' in the 'User Info & Online Bid ID Code' tab. QuestCDN also provides a link to 'My Account' located in the 'Submit Bid' page within VirtuBid™ to retrieve the 'Online Bid ID Code'.
- The VirtuBid™ login page may prompt to update the current QuestCDN password due to higher security. *(Online Bidding new password minimum is 8 characters with at least one uppercase, one lowercase and one numeral).*
- The VirtuBid™ login page will prompt a message if a code is not created.

Accessing Online Bidding

There are two ways to access QuestCDN online bidding:

1. Online bidding through the bid posting page

Enter project number and click the search button. To submit an electronic bid and access the VirtuBid™ system, companies must be a plan holder. Download the eBidDoc™ from the bid posting page. On the 'Bid Posting' page, click the red Online Bidding 'Available' button under the 'Project Document Information' section or the 'Online Bid' button at the top of the page and log into VirtuBid™ (vBid) using your username and password. A password update may be required due to security requirements *(the password must contain a minimum of 8 characters with one uppercase, one lowercase and one numeral. If needed, go to 'My Account' and 'User Info & Online Bid ID Code' to update the password.)*

BID POSTINGS REPORTS MESSAGE CENTER ONLINE BIDDING INDUSTRY DIRECTORY RESOURCES MY ACCOUNT

Search Postings My Saved Bid Postings View Bid Results Add New Bid Posting Manage Bid Postings

User Guides - 2

Quest eBidDoc™ Number: 7732045
 Closing Date: Wed, 05/12/2021 03:00 PM CDT
 Posting Type: Construction Project

Online Bid Email Print Done

Location Details

City: Mound
 County: Hennepin
 State/Province: MN

Project Details

Online Bidding: Available

Project Close: Wed, 05/12/2021 03:00 PM CDT
 Project Received By & Opening Information: Bids received by field

2. Online bidding through the VirtuBid home page

Current and past electronic bid postings (eBidDoc™ that has been downloaded) will display on this page. Click 'Online Bidding' from the main navigation to log into VirtuBid™ (vBid) home page to access online bids. Log in using the QuestCDN username and password. A password update may be required due to security requirements (*the password must contain a minimum of 8 characters with one uppercase, one lowercase and one numeral. If needed, go to 'My Account' and 'User Info & Online Bid ID Code' to update the password.*)

QUESTCDN Stay Connected: Facebook Twitter LinkedIn

BID POSTINGS MESSAGE CENTER ONLINE BIDDING INDUSTRY DIRECTORY HELP MY ACCOUNT

Search Postings View Bid Results

VirtuBid™ (vBid) Home Page

The VirtuBid™ (vBid) home page is grouped by searchable sections. Current and past bid opportunities are located on the page. Qualification and bid worksheet information is sorted and saved by section for future reference. Click the +/- to expand/contract the section lists. Click the underlined project name to access the qualification, bid worksheet and submit pages.

1. 'Bids Started'
2. 'Bids Available'
3. 'Bids Submitted'
4. 'Bids Closed (Bid submitted)'
5. 'Bids Closed (No bid submitted)'

QUEST vBID

[Contact Quest](#) [Logout](#)

Providing State-of-the-Art Bid Management Systems for Public Construction, RFPs, and General Goods & Services Procurement since 1999

Home
QuestCDN Support

Bids Started (Click the +/- to expand/contract the list)

Name	City	County	State	Bid Date	Solicitor	Owner	Last Modified	User
BID VIEW BID-MEMBER	City	County	MN	12/31/2030 01:00:00 PM U		Project Owner	03/31/2020 08:43 A	QuestCDN Suj
V-Bid Training Demo - PUB	City	County	MN	12/20/2050 02:00:00 PM U		Project Owner	05/13/2021 12:19 A	QuestCDN Suj
Fairview Bridge Demo	Fairview	Denton	TX	05/19/2022 05:00:00 PM U		City of Fairvie	01/22/2021 02:39 F	Robert Morga
vBid Video	Watertown	Hennepin	MN	07/02/2021 12:00:00 PM U		Matt	02/17/2021 04:46 F	QuestCDN Suj

Bids Available (Click the +/- to expand/contract the list)

No projects meet this criteria

Bids Submitted (Click the +/- to expand/contract the list)

Name	City	County	State	Bid Date	Solicitor	Owner	Last Submitted	User
BID PUBLISHED	City	County	MN	12/31/2030 03:00:00 PM U		Project Owner	03/17/2021 09:19 A	QuestCDN Suj

Bids Closed (Bid submitted) (Click the +/- to expand/contract the list)

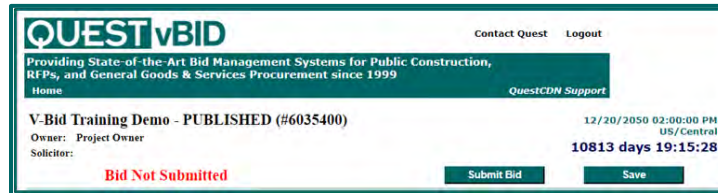
Name	City	County	State	Bid Date	Solicitor	Owner	Last Submitted	User
Mock Bid	Center City	Chisago	MN	12/10/2020 11:00:00 AM U		Chisago Count	12/09/2020 03:40 F	QuestCDN Suj
BID CLOSED EXAMPLE	City	County	MN	01/10/2020 12:00:00 PM U		Project Owner	01/09/2020 10:50 A	QuestCDN Suj
Test Solicitor Pays ALL	City	County	MN	01/06/2020 01:15:00 PM U		Test Owner	01/06/2020 02:02 F	QuestCDN Suj
TEST - Solicitor Pays vBid	City	County	MN	01/06/2020 12:30:00 PM U		Owner Test	01/06/2020 01:25 F	QuestCDN Suj
MOCK BID(TEST) - Not Acti	County	Mississippi	MS	02/15/2018 01:30:00 PM U		Mississippi Co	02/13/2018 10:55 A	QuestCDN Suj
Dekalb Street Repair 5th th	DeKalb	Dekalb	IL	06/20/2019 02:00:00 PM U		Dekalb IL, Cit	06/07/2019 08:12 A	QuestCDN Suj
CT Consultants Demo	Demo	Demo	OH	03/21/2018 12:00:00 PM U		CT Consultant	03/19/2018 05:14 F	QuestCDN Suj
ZN-19-XX - Test Project	Fargo	Cass	ND	11/15/2019 10:00:00 AM U		Fargo ND, Cit	11/14/2019 10:29 A	Robert Morga
DEMO 1 - Carbe Colony Co	Fort Wayne	Allen	IN	07/30/2019 02:00:00 PM U		Fort Wayne IN	06/25/2019 10:05 A	QuestCDN Suj
Test Fridley Bid One	Fridley	Anoka	MN	06/19/2020 10:03:00 AM U		City of Fridley	06/19/2020 10:00 A	QuestCDN Suj

Bids Closed (No bid submitted) (Click the +/- to expand/contract the list)

Name	City	County	State	Bid Date	Solicitor	Owner	User
2018 County Wide Route C		Ward	ND	02/27/2018 02:00:00 PM U		Ward County,	QuestCDN Suj
503493 - Marston Treatme		Dnever	CO	07/31/2018 01:00:00 PM U		Denver Water	QuestCDN Suj
503196 - 2018 Aerial Cross		Arapahoe & D	CO	08/08/2018 10:00:00 AM U		Denver Water	QuestCDN Suj
2019 County Wide Culvert		Ward	ND	01/08/2019 02:00:00 PM U		Ward County,	QuestCDN Suj
2019 County Wide Culvert		Ward	ND	01/08/2019 02:00:00 PM U		Ward County,	QuestCDN Suj
2019 Gravel Hauling & Res		Ward	ND	03/07/2019 02:00:00 PM U		Ward County,	QuestCDN Suj
Replacement of 72		Ward	ND	04/30/2020 02:00:00 PM U		Ward County,	QuestCDN Suj
2021 Water Base Pavemen		Ward	ND	03/03/2021 02:00:00 PM U		Ward County,	QuestCDN Suj
Fueling Station Installation		Ward	ND	03/18/2021 02:00:00 PM U		Ward County,	QuestCDN Suj
DEMO -Grayson County Ro	Clarkson	Grayson	KY	06/04/2020 10:00:00 AM U		Kentucky Trar	QuestCDN Suj
DEMO - Jefferson County C	Louisville	Jefferson	KY	08/31/2020 10:00:00 AM U		Kentucky Trar	QuestCDN Suj
PLATTEVILLE WRRF - BLOV	Platteville	Grant County	WI	02/04/2021 02:00:00 PM U		City of Plattev	QuestCDN Suj
503037 Conduit No 16 W. S	--	Jefferson	CO	03/22/2018 10:00:00 AM U		Denver Water	QuestCDN Suj
Contract 503229 - Foothills	-----	Douglas	CO	08/23/2018 10:00:00 AM U		Denver Water	QuestCDN Suj
Abbotsford 2018 Street & U	Abbotsford	Marathon Cou	WI	04/02/2018 10:00:00 AM U		City of Abbbot	QuestCDN Suj

VirtuBid™ (vBid)

Bid title, QuestCDN eBidDoc™ number, owner, solicitor, bid closing date, time, time zone, a running bid countdown date/time clock and submitted/not submitted bid status are located at the top of VirtuBid™. The 'Home' tab returns to the VirtuBid™ home page. Click the save button periodically to save work and refresh the page. There is a 60-minute security time out. Information not saved will be lost. All uploaded and entered information will be saved. Log out of VirtuBid and re-enter as many times as needed to revise the work.



QUESTvBID

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Home QuestCDN Support

V-Bid Training Demo - PUBLISHED (#6035400)

Owner: Project Owner 12/20/2050 02:00:00 PM US/Central

Solicitor: 10813 days 19:15:28

Bid Not Submitted Submit Bid Save

Qualification Information

Bid Bond Section

Upload a completed bid bond file and/or enter the Surety 2000 'Bond id' number to complete the bid bond information. (This information depends on the solicitor requirements.) Submit only one if both options are offered.

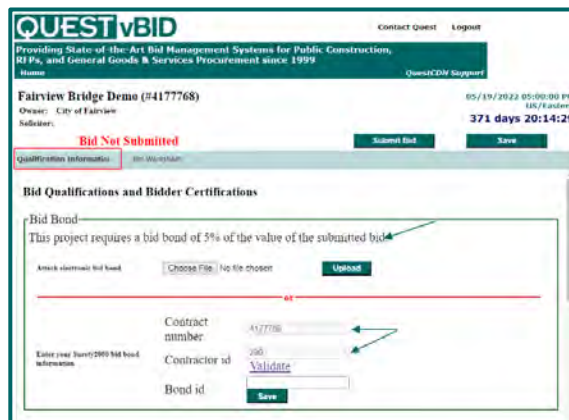
Electronic Bid Bond

- Upload file containing signed bid bond information

Surety2000 Bid Bond

- 'Contract Number' (QuestCDN eBidDoc™ number)
- 'Contractor ID' (QuestCDN member number)

Provide the 'Contract number' and 'Contractor id' to the insurance agency. The agent must use these two numbers when requesting a Surety2000 'Bond Id' validation number. The 'Contractor id' (Surety2000 refers to this as the "State vendor ID number") is the QuestCDN member number and will always stay the same. The 'Contract number' will change with each project and is the QuestCDN bid posting eBidDoc™ No. Both the 'Contract number' and 'Contractor id' are displayed in the Bid Bond fields. The contractor number can also be found in 'My Account' under the 'Company Info & Online Bid ID' tab.



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Fairview Bridge Demo (#4177768)

Owner: City of Fairview 05/19/2022 05:00:00 PM US/Eastern

Solicitor: 371 days 20:14:29

Bid Not Submitted Submit Bid Save

Qualification Information Bid Requirements

Bid Qualifications and Bidder Certifications

Bid Bond

This project requires a bid bond of 5% of the value of the submitted bid

Attach electronic bid bond Choose File No file chosen Upload

Contract number: A17768

Contractor id: 290 Validate

Bond id: Save

'Bidder must download the following files for bid submission' (DOWNLOAD ONLY)

Each required download has a file name and download link. Download all documents listed by clicking the 'download' link. Save the document. Click VirtuBid™ 'Save' button on the top or bottom right of the page to update and refresh the information. A red 'x' indicates the requirement is not complete. Files may be downloaded and saved multiple times.



The downloaded date of the file will display after downloading the documents and refreshing the page. A green check mark '✓' replaces the previous red 'x'. The green check indicates the requirement has been completed.



'Bidder must download, complete, and submit (or replace) the following files for bid submission.'

Click the 'download' link to download each document. Save the document to the computer. A red 'x' indicates the requirement is not complete. Click the VirtuBid™ 'Save' button on the top or bottom right of the page to update the page with the downloaded date. If the file is in a fillable format, complete all information and save each document to your computer. If the file is not in a fillable format, print and complete the forms manually. Scan and save documents to the computer. Select '**Choose File/Browse**' button to retrieve each file from the computer. Select the '**Upload**' button to upload the file. Click the VirtuBid™ '**Save**' button. Exit VirtuBid™ after saving the completed work. All information will be saved upon return. **Note: If needed, click 'Choose File/Browse' to retrieve a new file that replaces the existing uploaded file.**

- **Completed Upload** - The name of the uploaded document is displayed on the right side of the 'Upload' button. A green check mark '✓' indicates the process has been successfully completed. (**Arrow A**)
- **Download File** – 'downloading required then click vBid Save' message indicates the file is not downloaded. Download, complete and upload the completed file before submitting a bid. A red 'x' will indicate the process is incomplete. (**Arrow C**)
- **Downloaded Date** - Downloaded date of the documents is shown on the right side of the 'Upload' button. Upload the completed file before submitting a bid. A red 'x' indicates the process is incomplete. (**Arrow B**)
- **Check or Replace File** – Click the uploaded underlined document name to review uploaded documents for accuracy and completion. Click '**Choose File/Browse**' to retrieve a new file that replaces the existing uploaded file. Select '**Upload**' to upload the replacement file and click '**Save**'. (**Arrow A**)

Bidder must download, complete, and submit (or replace) the following files for bid submission.

<input checked="" type="checkbox"/> Responsible Contractor Forms- complete and sign.pdf	download	<input type="button" value="Choose File"/> No file chosen	<input type="button" value="Upload"/>	Responsible Contractor Forms- complete and sign.pdf uploaded 21-May-2019
<input checked="" type="checkbox"/> Affidavit of Organization and Authority - complete and sign.pdf	download	downloading required then click vBid SAVE	<input type="button" value="Upload"/>	
<input checked="" type="checkbox"/> Qualification Insurance - fillout and upload.pdf	download	<input type="button" value="Choose File"/> No file chosen	<input type="button" value="Upload"/>	downloaded 21-May-2019
<input checked="" type="checkbox"/> A. Document 004547 - Certification of compliance MN Statute.pdf	download	<input type="button" value="Choose File"/> No file chosen	<input type="button" value="Upload"/>	A. Verification of Compliance with MN Statue 16c.285.pdf uploaded 21-May-2019

'Bidder must upload the following files for bid submission'

Select **'Choose File/Browse'** button to retrieve and attach a required file from the computer. Select the **'Upload'** button to upload the file. Click the VirtuBid™ **'Save'** button on the top or bottom right of the page. All information will be saved upon exiting the VirtuBid™ system. Click the uploaded underlined document to review the file for accuracy and completion. If needed, click 'Choose File/Browse' to retrieve a new file that **replaces** the existing uploaded file. Select **'Upload'** to upload a replacement file and click VirtuBid™ **'Save'**. A red 'x' indicates the requirement is not complete. . A green check mark '✓' indicates the requirement has been successfully completed.

Bidder must upload the following files for bid submission.

<input checked="" type="checkbox"/> 1. Introductory Letter	<input type="button" value="Choose File"/>	Introductory Letter.pdf	<input type="button" value="Upload"/>	Introductory Letter.pdf uploaded 06-Jan-2021
<input checked="" type="checkbox"/> 2. Narrative of Vendor's Approach	<input type="button" value="Choose File"/>	No file chosen	<input type="button" value="Upload"/>	
<input checked="" type="checkbox"/> 3. Qualifications Section	<input type="button" value="Choose File"/>	No file chosen	<input type="button" value="Upload"/>	
<input checked="" type="checkbox"/> 4. Project Approach	<input type="button" value="Choose File"/>	No file chosen	<input type="button" value="Upload"/>	
<input checked="" type="checkbox"/> 5. Demonstration of Ability	<input type="button" value="Choose File"/>	No file chosen	<input type="button" value="Upload"/>	
<input checked="" type="checkbox"/> 6. References	<input type="button" value="Choose File"/>	No file chosen	<input type="button" value="Upload"/>	
<input checked="" type="checkbox"/> 7. Consultant's Expectations	<input type="button" value="Choose File"/>	No file chosen	<input type="button" value="Upload"/>	
<input checked="" type="checkbox"/> 8. Cost Proposal	<input type="button" value="Choose File"/>	No file chosen	<input type="button" value="Upload"/>	

Post Letting Information

Post letting information allows submission of documents requested after the bid close and is similar to the sections above. There may be a post letting 'Deadline' date and time entered. All documents must be uploaded before the date/time expires. A red 'x' indicates the requirement is not complete. A green check mark '✓' indicates the requirement has been successfully completed. **There is no submit process required upon completion of the upload**. Documents are available to the solicitor/owner immediately. Submitting post letting documents after the bid close is not allowed if a successful bid was not submitted.

Post letting information submittals Deadline: 21-JUL-2021 12:00 PM

Download, complete, and submit (or replace) the following files.

A.Complete List of Subcontractors- complete and sign.pdf download Choose File No file chosen Upload downloaded 21-May-2019

Upload the following files.

Business Licence Choose File No file chosen Upload

Cancel Submit Bid Save

Download Addenda

Bids will not be submitted if all addenda are not downloaded from the **main QuestCDN** system. A field on the qualification page indicates 'There are (#) unread addenda for this project. Follow ['this link'](#) to download them on QuestCDN'. (opens new window)'

There are 1 unread addenda for this project. Follow [this link](#) to download them on QuestCDN (opens new window).

6. Click ['this link'](#) to open/return to the bid posting page and download any missed addenda.
7. Download all addenda and review the information if unsure of missed addendum to download.
8. Choose the VirtuBid™ open browser tab. May need to refresh/reload the page to update the addenda information. To refresh/reload the page, click the refresh icon symbol at the top of the browser or right click the mouse and choose 'reload'/'refresh' option from the drop-down box. The VirtuBid™ qualification page will update and read 'All Addenda have been downloaded'.

QUESTvBID

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Home QuestCDN Support

V-Bid Training Demo - PUBLISHED (#6035400) 12/30/2020 02:00:00 PM

Owner: Project Owner US/Central

Solicitor: 10813 days 19:12:08

Bid Not Submitted Submit Bid Save

Qualification Information Bid Worksheet

Bid Qualifications and Bidder Certifications

Bid Bond

This project requires a bid bond of 5% of the value of the submitted bid.

Attach electronic bid bond Choose File No file chosen Upload Bid Bond.pdf

Seares2008 is not available in this project

All addenda have been downloaded. Addenda Requirement Complete

Bid Worksheet Page

Click the Bid Worksheet tab to access the electronic bid form.

Worksheet Sections

1. White colored sections are added to the base bid total, have a subsection total and require a unit price entry for each item before submitting.
2. Pink colored sections are optional, have a subsection total and completion may or may not be mandatory to submit a bid (please follow the instructions specified by the solicitor/owner). Items in this section will not add to the base bid total.
3. Peach colored sections are mandatory, have a subsection total and completion is required to submit a bid. Items in this section will not add to the base bid total.
4. Purple colored sections have a fixed unit price added by the solicitor/owner. Unit prices cannot be changed and are added to or subtracted from the base bid total.
5. Click the appropriate unit price field within the line item. Fill in the unit price excluding the dollar sign. The 'Unit Price' field will only display two digits after the decimal point. The 'Extension' field is calculated using the entered value (example - Qty 20 x unit price 2.558 = Extension = 51.16). Use the enter key, up/down arrows or click each unit price field to move to the next unit price field.
6. vBid will time out and log out after 60 minutes. Click the 'Save' button often to update and save the work.
7. Click 'Submit Bid' once the qualification requirements and bid worksheet page are complete. (The 'Online Bid ID Code' is required. Accept the terms on the submit page to submit the bid to the owner.)

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
1	100	Mobilization/ Prep. Work	LS	1		
3	102	Furnish & Install Piles	LS	320		
Carson Lane Bridge Total:						\$0.00
Litening Barn RD Bridge						
9	200	Mobilization/ Prep. Work	LS	1		
11	202	Furnish & Install Precast Concrete A	LS	1		
Litening Barn RD Bridge Total:						\$0.00
Clopton Lane Bridge						
16	300	Mobilization/ Prep. Work	LS	1		
18	302	Furnish & Install Precast Concrete A	LS	1		
Clopton Lane Bridge Total:						\$0.00
Deducts						
19	Labor	Work Estimated for Owner Labor	EA	1	\$10,000.00	\$10,000.00
Deducts Total:						\$10,000.00
Base Bid Total:						\$10,000.00

■ Sections shown in this color are not included in the Base Bid Total - *Mandatory* completion
■ Sections shown in this color are not included in the Base Bid Total - *Optional* completion
■ Sections shown in this color are fixed and cannot be edited by the bidder

White Section = Required Base Bid
Peach Section = Mandatory. Does not add to the Base Bid Total.
Pink Section = Optional Does not add to the Base Bid Total
Purple Section = Fixed Unit Price – adds or subtracts from the Base Bid Total

Import & Export CSV

1. The 'Export to CSV' button is used to export the bid worksheet into an Excel CSV spreadsheet which can be helpful to configure additional calculations, formulas and percentage markups on unit prices.
2. The 'Import from CSV' button is used to import the Excel CSV spreadsheet into the bid worksheet.

**** Changes are allowed only to the 'Unit Price' field. DO NOT add or make changes to the header, descriptions or move/add/delete line items on the exported worksheet. The spreadsheet will fail to upload correctly if changes are made causing the system to error on bid submission or the bid may be incorrect.**

Bid Submission & On-Line Bid ID Code

Submit the Bid

Click the 'Submit Bid' button and enter the '**Online Bid ID Code**'. Check '**I Agree**' box to accept the 'QuestCDN Terms of Use for Bidders'. Click '**Submit**' button at the bottom of the page to submit the bid to the owner/solicitor.

QUESTCDN's TERMS OF USE FOR BIDDERS

This Terms of Use for Bidders Agreement ("Agreement") is between Quest Construction Data Network, LLC, P.O. Box 412, Spring Park, Minnesota 55384-0412 ("QUESTCDN") and you (which may be identified in this agreement as "You," "Your," or "User"). By accepting this Agreement you are accepting its terms on behalf of both you personally and any entity for which you are an agent of or appear to represent as indicated by the information you provide in registering with the QUESTCDN Web site and the Quest VirtuBid (hereafter vBid) services, and the terms "You," "Your," and "User" shall include both you personally and that entity.

This Agreement is in addition to any other terms and conditions or other agreements QUESTCDN presents to You in writing either on QUESTCDN's Web site or as a part of the Quest vBid services and You agree to as a part of using its Web site or the Quest vBid services, including without limitation the Construction Data Network, LLC Web site Terms of Use, contain the terms and conditions that govern Your use of the QUESTCDN Web site and the Quest vBid services. These agreements constitute the entire agreement among the parties relating to this subject matter, and these agreements supersede

Enter your company's On-Line Bid ID code: This ID code is your company's digital signature.

If you do not remember your company's ON LINE BID ID Code, you may view or change it by logging in at QuestCDN.com. For quick login access to your account, click this link [My Account](#) under User Info tab. Only the account administrator has access to this page.

I Agree clicking the I Agree checkbox and entering your On-Line Bid ID code you are agreeing to the terms displayed

1. There is an option to unsubmit or remove a bid in its entirety (all data will remain saved). Re-submit bid before the end of the bid closing.
2. Leave bid submitted, revise the bid worksheet and re-submit the revisions.

What is the 'Online Bid ID Code' and where can I find it on QuestCDN?

The 'Online Bid ID Code' is a passcode required at bid submission and is the digital signature for the company. The code is created by the main account holder before account users can access VirtuBid™. The code can be accessed, viewed or updated by logging into QuestCDN with the main account holder username and password. There are two ways to access the 'Online Bid ID Code'.

1. Only the main account holder username and password can access the 'Online Bid ID Code'. A link to access the code is located on the bid submission page. Click 'My Account' and a new browser window will open. Sign into QuestCDN using the main account holder username and password. Under the 'User Info & Online Bid ID Code' tab, click the eye icon to view an existing code. Click the VirtuBid™ open browser tab to go back to the online bid submission window. Enter the code, check 'I Agree' and click 'Submit' (*Illustration 1*.)
2. Log into QuestCDN using the main account holder username and password, click 'My Account' at the top of the page. Select 'User Info & Online Bid ID Code' tab and click the eye icon to view or edit an existing code (*Illustration 2*.)

Illustration 1 QUESTCDN'S TERMS OF USE FOR BIDDERS

This Terms of Use for Bidders Agreement ("Agreement") is between Quest Construction Data Network, LLC, P.O. Box 412, Spring Park, Minnesota 55384-0412 ("QUESTCDN") and you (which may be identified in this agreement as "You," "Your," or "User"). By accepting this Agreement you are accepting its terms on behalf of both you personally and any entity for which you are an agent of or appear to represent as indicated by the information you provide in registering with the QUESTCDN Web site and the Quest VirtuBid (hereafter vBid) services, and the terms "You," "Your," and "User" shall include both you personally and that entity.

This Agreement is in addition to any other terms and conditions or other agreements QUESTCDN presents to You in writing either on QUESTCDN's Web site or as a part of the Quest vBid services and You agree to as a part of using its Web site or the Quest vBid services, including without limitation the Construction Data Network, LLC Web site Terms of Use, contain the terms and conditions that govern Your use of the QUESTCDN Web site and the Quest vBid services. These agreements constitute the entire agreement among the parties

Enter your company's On-Line Bid ID code: [redacted] *Enter On-Line Bid ID Code* This ID code is your company's digital signature. *This ID code is your company's digital signature.*

If you do not remember your company's ON LINE BID ID Code, you may view or change it by logging in at QuestCDN.com. For quick login access to your account, click this link My Account under User Info tab. Only the account administrator has access to this page.

I Agree *Check 'I Agree'*

By clicking the I Agree checkbox and entering your On-Line Bid ID code you are agreeing to the terms displayed

Illustration 2

BID POSTINGS MESSAGE CENTER ONLINE BIDDING INDUSTRY DIRECTORY HELP **MY ACCOUNT**

Company Info **User Info & Online Bid ID Code** Membership Profile Payment Transactions & Receipts

Username : test@test.com *

Password : [redacted] *

Confirm Password : [redacted] Meets Quest requirements

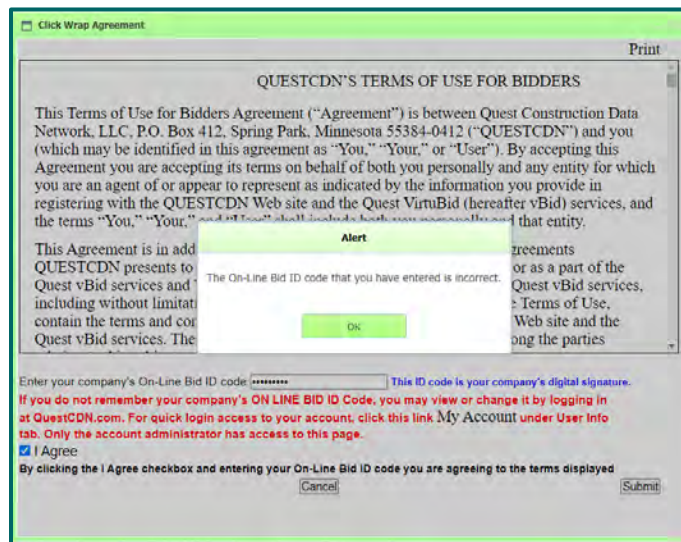
Online Bid ID Code (This code is used to publish or submit a vBid)

On-line Bid ID Code : [redacted] *Online Code* *

Confirm On-line Bid ID Code : [redacted] Meets Quest requirements

Incorrect Online Bid ID Code

A correct 'Online Bid ID Code' must be entered before the VirtuBid™ system can verify completion of requirements. When a correct code is entered and required fields are complete, the bid will be submitted to the owner/solicitor. If an incorrect code is entered, an 'Alert' error window will display 'The Online Bid ID code that you have entered is incorrect'. Retype a correct code, click 'I Agree' and click 'Submit'. To retrieve the code, click 'My Account' and a new browser window will open. Sign into QuestCDN using the main account holder username and password. Under the 'User Info & Online Bid ID Code' tab, click the eye icon to view an existing code. Click the VirtuBid™ open browser tab to go back to the online bid submission window. Enter the code, check 'I Agree' and click 'Submit' (*Illustration 1.*)



Unsuccessful Bid Submission Error Messages

The VirtuBid™ system verifies the completion of bid requirements after the 'Online Bid ID Code' is accepted. 'Bid Not Submitted' error message(s) will display if information is missing or incomplete.

Examples of Error Messages

- Required bid bond has not been entered
- Required addenda have not been downloaded
- Requirement has not been completed (qualification area not complete)
- Item unit price is missing

Required bid bond has not been entered.
Required addenda have not been downloaded.
Requirement has not been completed.
Item unit price is missing.

Training Plan Holders list (#6048674) 09/06/2019 03:00 PM EDT
107 days 5:19:43

Owner: QuestCDN
 Solicitor: QuestCDN

Bid Not Submitted Submit Bid Save

Qualification Information **Bid Worksheet**

Sections shown in this color are not included in the Base Bid Total - *Mandatory* completion
 Sections shown in this color are not included in the Base Bid Total - *Optional* completion
 Sections shown in this color are fixed and cannot be edited by the bidder

Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension
Richards Hall Restroom Renovation						
1	sum	Lump Sum		1		
Richards Hall Restroom Renovation Total:						\$0.00
Alternate deduct:						
2		Omit work to create new basement Bathroom 90, including all plumbing, HVAC, lighting, & finishes. Demo existing mechanical only.	Sq Ft	1		
3		Omit gyp. bd. ceiling & new lighting in kitchen. Paint exposed ducts.	Sq Ft	1		
4		All restroom walls to receive 4'-0" high tile wainscot in lieu of full wall tile. See Sheet A7.0.	Sq Ft	1		
5		Omit new windows- brick entire opening.	Sq Ft	1		
6		Omit pedestrian traffic coating & floor tile in restrooms. Provide epoxy coating at floors, including under shower receptors and provide an 8" covered wall base. See specification Section 09 93 23 Resin.	Sq Ft	1		
7		No work in Bathrooms 110 & 111. Existing to remain.	Sq Ft	1		
Alternate deduct Total:						\$0.00

Bid Submitted

Successfully Submitted Bid

A message displaying 'Bid Submitted by' (with date/ time and username stamp (shown in red)) will display.

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 Home QuestCDN Support

V-Bid Training Demo - PUBLISHED (#6035400) 12/20/2050 02:00:00 PM
 Owner: Project Owner US/Central
 Solicitor: 10813 days 19:58:44

Bid Submitted by QuestCDN Support 03/17/2021 03:46 AM CDT Edit Worksheet Unsubmit Bid Save

Qualification Information Bid Worksheet

Sections shown in this color are not included in the Base Bid Total - Mandatory completion
 Sections shown in this color are not included in the Base Bid Total - Optional completion
 Sections shown in this color are fixed and cannot be edited by the bidder

Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Submitted
Spec							
1	2021.501	MOBILIZATION	LS	1	\$1.00	\$1.00	
2	2104.501	REMOVE CONCRETE CURB AND GUTTER	LF	900	\$1.00	\$900.00	
3	2104.503	REMOVE CONCRETE PAVEMENT - DRIVEWAYS	SF	80	\$2.00	\$160.00	
4	2104.505	REMOVE BITUMINOUS PAVEMENT - DRIVEWAYS	SY	15	\$1.00	\$15.00	
5	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	73	\$1.00	\$73.00	
6	2104.505	REMOVE CONCRETE VALLEY GUTTER	SY	19	\$2.00	\$38.00	
7	2104.511	SAWING CONCRETE PAVEMENT - FULL DEPTH	LF	292	\$1.00	\$292.00	
8	2104.513	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LF	340	\$1.00	\$340.00	
9	2105.501	COMMON EXCAVATION (EV)	CY	23	\$1.00	\$23.00	
10	2112.501	SUBGRADE PREPARATION	RDST	34	\$1.00	\$34.00	
11	2105.507	SUBGRADE EXCAVATION, REMOVE UNSUITABLE MATERIAL (EV)	CY	500	\$1.00	\$500.00	
12	2105.522	SELECT GRANULAR BORROW (CV)	CY	600	\$1.00	\$600.00	
Base Bid Total:						\$24,408.00	

Import from CSV Export to CSV Cancel Unsubmit Bid Save

A bid submitted confirmation message receipt is sent to the individual's 'Message Center' on QuestCDN.

View Message

Previous Next Reply Forward Print Delete

From: Administrator
 Recipient: QuestCDN Support
 Type: Bid Submission
 Priority: Normal
 Received: 01/02/2021 10:04:18 AM
 Subject: Project Name and eBidDoc number

Dear QuestCDN member,

This message is sent to notify you that your bid QuestCDN ##### "Project Name" has been submitted at (date/time/time zone).

Cordially,
 The QuestCDN team

Making Changes After Successful Bid Submission

The owner/solicitor does not have access to the bid information until after the bid closes. Qualification requirements and the bid worksheet can be revised before the bid clock closes.

Changing Prices

Make changes while the original bid is submitted. Resubmit bid as many times as needed before the bid closes.

From the 'Bid Worksheet' tab select 'Edit Worksheet' button to revise unit prices. Enter revised unit prices under the populated 'Edited' column. When completed, select 'Submit Bid', enter Online Bid Id code, check 'I agree' and 'Submit'. The owner/solicitor of the project will receive the last bid submission with the revised unit prices. The changes will not be updated if the bid is not resubmitted.

QUESTvBID Contact Quest Logout

Providing State-of-the-Art Bid Management Systems for Public Construction, RFPs, and General Goods & Services Procurement since 1999

Home *Shelly Kahl - PREMIER*

The bid was successfully submitted.

Arcadia-Sierra Madre Trunk Sewer Sections 2&5 (#7445524) 08/20/2021 09:54:00 AM US/Central
 Owner: Los Angeles County Sanitation Dist. Engineering
 Solicitor: **92 days 17:15:12**

Bid Submitted by Shelly Kahl - PREMIER 05/19/2021 04:38 PM CDT

Revise Unit Prices
 Edit Worksheet Unsubmit Bid Save

Qualification Information Bid Worksheet

- Sections shown in this color are not included in the Base Bid Total - Mandatory completion
- Sections shown in this color are not included in the Base Bid Total - Optional completion
- Sections shown in this color are fixed and cannot be edited by the bidder

Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Submitted
Base bid							
1	1	Mobilization	LS	1	\$100,000.00	\$100,000.00	
2	2	"12" Cured-In-Place Pipe Liner"	LF	395	\$125.00	\$49,375.00	
3	3	"15" Cured-In-Place Pipe Liner"	LF	7255	\$93.00	\$674,715.00	
4	4	"15" Cured-In-Place Pipe Liner"	LF	8847	\$93.00	\$822,771.00	
5	5	House Connection - Re-Establishment to Sewer Ipe Liner	EA	307	\$115.00	\$35,305.00	
6	6	Manhole Rehabilitation - CAC	EA	109	\$3,000.00	\$327,000.00	
9	9	Cleanouts - Verify and Locate	EA	67	\$650.00	\$43,550.00	
10	10	Cleanout	EA	67	\$8,500.00	\$569,500.00	
11	11	Flow Bypass	LS	1	\$250,000.00	\$250,000.00	
12	12	Rain Events/Reinstall Flow Diversion/Bypass	ea	2	\$3,500.00	\$7,000.00	
13	13	Temporary AC	TN	24	\$55.00	\$1,320.00	
14	14	Asphalt Concrete Pavement	SF	6078	\$6.00	\$36,468.00	
Base Bid Total:						\$2,972,504.00	

Import from CSV Export to CSV Cancel Unsubmit Bid Save

QUESTvBID Contact Quest Logout

Providing State-of-the-Art Bid Management Systems for Public Construction, RFPs, and General Goods & Services Procurement since 1999

Home *QuestCDN Support*

V-Bid Training Demo - PUBLISHED (#6035400) 12/20/2020 02:00:00 PM US/Central
 Owner: Project Owner
 Solicitor: **10813 days 19:56:15**

Bid Submitted by QuestCDN Support 03/17/2021 03:46 AM CDT

Submit Changes Unsubmit Bid Save

Qualification Information Bid Worksheet

- Sections shown in this color are not included in the Base Bid Total - Mandatory completion
- Sections shown in this color are not included in the Base Bid Total - Optional completion
- Sections shown in this color are fixed and cannot be edited by the bidder

Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Submitted
Spec							
1	2021.501	MOBILIZATION	LS	1	\$1.00	\$1.00	\$1.00
2	2104.501	REMOVE CONCRETE CURB AND GUTTER	LF	900	\$2.00	\$1,800.00	\$1.00 \$900.00
3	2104.503	REMOVE CONCRETE PAVEMENT - DRIVEWAYS	SF	80	\$2.00	\$160.00	\$2.00 \$160.00
4	2104.505	REMOVE BITUMINOUS PAVEMENT - DRIVEWAYS	SY	15	\$1.00	\$15.00	\$1.00 \$15.00
5	2104.505	REMOVE BITUMINOUS PAVEMENT	SY	73	\$1.00	\$73.00	\$1.00 \$73.00
6	2104.505	REMOVE CONCRETE VALLEY GUTTER	SY	19	\$25.00	\$475.00	\$2.00 \$38.00
7	2304.511	SAWING CONCRETE PAVEMENT - FULL DEPTH	LF	292	\$1.00	\$292.00	\$1.00 \$292.00
8	2104.513	SAWING BITUMINOUS PAVEMENT - FULL DEPTH	LF	340	\$1.00	\$340.00	\$1.00 \$340.00
9	2105.501	COMMON EXCAVATION (EV)	CY	23	\$1,500.00	\$34,500.00	\$1.00 \$23.00
10	2112.501	SUBGRADE PREPARATION	RDST	34	\$61.00	\$2,074.00	\$1.00 \$34.00
11	2105.502	SUBGRADE EXCAVATION, REMOVE	PCY	61	\$1.00	\$61.00	\$1.00 \$61.00
Base Bid Total:						\$62,262.00	\$24,408.00

Import from CSV Export to CSV Cancel Unsubmit Bid Save

Qualification Information Bid Worksheet

- Sections shown in this color are not included in the Base Bid Total - Mandatory completion
- Sections shown in this color are not included in the Base Bid Total - Optional completion
- Sections shown in this color are fixed and cannot be edited by the bidder

Edit Column

Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Unit Price	Extension
Base bid								
1	1	Mobilization	LS	1	\$15,000.00	\$15,000.00	\$100,000.00	\$100,000.00
2	2	"12" Cured-In-Place Pipe Liner"	LF	395	\$125.00	\$49,375.00	\$125.00	\$49,375.00
3	3	"15" Cured-In-Place Pipe Liner"	LF	7255	\$93.00	\$674,715.00	\$93.00	\$674,715.00
4	4	"15" Cured-In-Place Pipe Liner"	LF	8847	\$95.00	\$840,465.00	\$93.00	\$822,771.00
5	5	House Connection - Re-Establishment to Sewer Ipe Liner	EA	307	\$115.00	\$35,305.00	\$115.00	\$35,305.00
6	6	Manhole Rehabilitation - CAC	EA	109	\$3,000.00	\$327,000.00	\$3,000.00	\$327,000.00
9	9	Cleanouts - Verify and Locate	EA	67	\$650.00	\$43,550.00	\$650.00	\$43,550.00
10	10	Cleanout	EA	67	\$10,000.00	\$670,000.00	\$8,500.00	\$569,500.00
11	11	Flow Bypass	LS	1	\$25,000.00	\$25,000.00	\$250,000.00	\$250,000.00
12	12	Rain Events/Reinstall Flow Diversion/Bypass	ea	2	\$3,500.00	\$7,000.00	\$3,500.00	\$7,000.00
13	13	Temporary AC	TN	24	\$55.00	\$1,320.00	\$55.00	\$1,320.00
14	14	Asphalt Concrete Pavement	SF	6078	\$6.00	\$36,468.00	\$6.00	\$36,468.00
Base Bid Total:						\$2,780,698.00	\$2,972,504.00	

Revised Base Bid Total Original Base Bid Total

Import from CSV Export to CSV Cancel Unsubmit Bid Save

Unsubmit Bid

Click 'Unsubmit Bid' to remove bid in its entirety (all data entered will remain saved.) Make changes to the qualification and/or bid worksheet page. Re-submit bid before the end of the bid closing. The bid will not be received by the owner/solicitor if the bid is not resubmitted.

A 'Bid Unsubmitted' email is sent to the individual's email address and a confirmation message is sent to the individuals 'Message Center'.

Example Bid Unsubmitted by user.

BID UNSUBMITTED

Dear _____

This message is sent to notify you that you UNSUBMITTED your bid for 7638906 eBidDoc number vBid User Guides. at 5/18/21 2:33PM CDT

You must resubmit our bid before the bid close date for it to be available at the bid letting.

Transactions & Receipts

'Transactions & Receipts' contain a record of downloaded transactions and receipts. Click the highlighted column name to sort. Searchable fields include the 'Date', 'Amount', 'Reason', 'Quest eBidDoc™ No', 'Created By User', 'Status', 'Type' and 'Receipt'. Change the calendar 'Beginning Date' and 'Ending Date' to select a specific date range. Click the 'Print Page' button to print to pdf or save. Click on the highlighted transaction number to access and print detailed receipt and bid posting information.

Date	Amount	Reason	Quest eBidDoc™ No	Created By User	Status	Type	Receipt
05/13/2021 08:57 AM	15.00	eBidDoc download fee 7732006.pdf	7732006	Robin Pinegar	auto void	download	6303432736

Resources

The resource tab contains frequently asked questions and answers, user guides and instructional videos. Click on the question name to open the field and view the answer. Click 'Support@QuestCDN' link to request assistance by sending an email to QuestCDN Customer Support team. Click on a guide or video link to access and download information.

BIDDER INFORMATION FORM

PROJECT NAME:	
BID OPENING DATE:	BID OPENING TIME:
Bidder:	
Address:	
City, State, Zip:	
Email Address:	Telephone No.:

This bid is submitted for the above referenced project electronically to Quest CDN vBid:

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices in this Bid, within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
3. In submitting this Bid, Bidder represents the following:
 - a. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 - b. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - c. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - d. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings; and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - e. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (3) Bidder's (Contractor's) safety precautions and programs.
 - f. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - g. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 - h. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
 - j. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
4. Bidder will perform the Work at the unit prices entered for this project on the QuestCDN vBid. The Statement of Estimated Quantities that follows this section is provided for information only.
5. Bidder acknowledges that: (a) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (b) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

6. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
7. Bidder accepts the provisions of the Agreement as to liquidated damages.
8. Bidder is not able to submit a Bid without downloading all Addenda from QuestCDN for this project. Acknowledgment of the download and receipt of each Addendum occurs digitally through vBid™ when each Addendum is properly downloaded by the Bidder.
9. The following documents are submitted with and made a condition of this Bid:
 - a. Bidder Information Form;
 - b. Non-Collusion Affidavit;
 - c. Responsible Contractor Verification and Certification of Compliance; and
 - d. Bid Security.

BIDDER: *[Indicate correct name of bidding entity]*

By: _____
[Signature]

[Printed name]

Title: _____

Date: _____

Address for giving notices: _____

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
[Signature]

[Printed name]

Title: _____

Date: _____

Federal Employer ID Number (EIN): _____

SECTION 00 41 10

STATEMENT OF ESTIMATED QUANTITIES

Line No.	Item No.	Item	Units	Quantity
SITE WORK				
1	2021.501	MOBILIZATION	LS	1
2	2012.601	TRAFFIC CONTROL	LS	1
3	2101.502	CLEARING AND GRUBBING	EA	1
4	2104.503	REMOVE CURB & GUTTER	LF	300
5	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	9100
6	2104.504	REMOVE BITUMINOUS PAVEMENT - FULL DEPTH	SY	3200
7	2104.518	REMOVE CONCRETE WALK	SQ FT	1450
8	2104.618	REMOVE PAVERS	SF	220
9	2104.502	REMOVE SIGN	EA	5
10	2104.502	SALVAGE SIGN PANEL	EACH	8
11	2105.609	SELECT GRANULAR BORROW	CY	200
12	2106.601	SITE GRADING	L S	1
13	2123.610	STRET SWEEPER	Hour	40
14	2108.504	GEOTEXTILE FABRIC	S Y	150
15	2521.504	TRAIL PAVEMENT - TYPE 1	SY	1200
16	2521.504	TRAIL PAVEMENT - TYPE 2	SY	11600
17	2521.504	TRAIL PAVEMENT - TYPE 3	SY	400
18	2501.503	15" RC PIPE CULVERT	LIN FT	300
19	2502.503	6" PE PERF PIPE DRAIN	L F	600
20	2503.601	48" CATCH BASIN	LF	18
21	2503.601	84" CATCH BASIN	LF	8

Line No.	Item No.	Item	Units	Quantity
22	2506.502	CASTING ASSEMBLY	EACH	4
23	2521.518	6-INCH CONCRETE PED RAMP	S F	800
24	2521.518	5" CONCRETE WALK	S F	200
25	2521.518	5" CONCRETE WALK-SPECIAL	S F	350
26	2531.503	CONCRETE CURB & GUTTER DESIGN - B612	L F	300
27	2531.618	TRUNCATED DOMES	SF	220
28	2557.603	SNOW FENCE	L F	200
29	2565.602	TRAFFIC & TRAIL SIGNS	EACH	71
30	2573.502	STORM DRAIN INLET PROTECTION	EA	12
31	2573.503	SILT FENCE	L F	10000
32	2573.503	SEDIMENT CONTROL LOGS	L F	500
33	2573.602	TEMPORARY CONSTRUCTION ENTRANCE	EACH	12
34	2575.504	RAPID STABILIZATION METHOD 4	SY	5000
35	2575.504	EROSION CONTROL BLANKET CATEGORY 20/25	SY	80
36	2575.504	SEEDING - TYPE 1 TURF SEED MIX	S Y	13700
37	2575.504	SEEDING -TYPE II NATIVE SEED MIX	SY	80
38	2575.523	RAPID STABILIZATION METHOD 3	MGAL	15
39	2582.602	PAVEMENT MARKING SPECIAL - BIKE SYMBOL	EACH	28
40	2582.602	PAVEMENT MARKING SPECIAL - PEDESTRIAN SYMBOL	EACH	28

NON-COLLUSION AFFIDAVIT

PROJECT NAME _____

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. _____

Federal Project No. _____

State of _____

County of _____

I, *[name]* _____, do state under penalty of perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of *[company]* _____ and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal; and

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

Signature: _____
[Signature of bidder or his/her authorized representative]

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**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

STATE PROJECT NUMBER/NAME: _____

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier 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...</p>	
<p>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:</p>	
<p>(1)</p>	<p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
<p>(2)</p>	<p>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, 181.03, 181.101, 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:</p> <ul style="list-style-type: none"> (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, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (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; (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; (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 (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;*

(3)	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;*
(4)	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;*
(5)	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;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	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 that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers 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).

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. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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.

Subd. 5a. **Motor carrier verification.** A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **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, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath 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. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be 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 or motor carrier 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. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify 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, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, 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:

Title:

Date:

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.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

STATE PROJECT NUMBER/NAME: _____

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. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
<p>By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:</p> <p>All first-tier subcontractors listed on attachment A-1 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.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

STATE PROJECT NUMBER/NAME: _____

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

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

ADDITIONAL SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

*Attach additional sheets as needed for submission of all additional subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
By signing this document I certify that I am an owner or officer of the company, and I certify 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.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

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SECTION 00 52 10

AGREEMENT FORM

**CITY OF APPLE VALLEY, MINNESOTA
AGREEMENT FOR COBBLESTONE LAKE PARK TRAIL IMPROVEMENTS**

THIS AGREEMENT, made this ____ day of _____, _____, by and between the City of Apple Valley, hereinafter called “City”, and _____, hereinafter called “Contractor”;

WITNESSETH, that the City and the Contractor, for the consideration hereinafter stated, agree as follows:

ARTICLE I
SERVICES TO BE PERFORMED

Contractor hereby covenants and agrees to provide all labor, equipment and material required to complete the Cobblestone Lake Park Trail Improvements (“Project”) in accordance with the Contract Documents identified at paragraph 1.1 of the General Conditions (the “Work”).

The General Conditions and all Contract Documents referenced therein are incorporated herein by reference.

ARTICLE II
CONTRACTOR’S REPRESENTATIONS

In order to induce the City to enter into this Agreement, Contractor makes the following representations:

- A. Contractor is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- B. Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions, which, if provided, are identified in the Contract Documents.
- C. Contractor has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies, or similar information or data in respect of said underground facilities are or will be required by Contractor in order to perform and furnish the

Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- D. If the Contract Price defined in Article IV herein exceeds \$50,000.00, and the Work is associated with building, erection, construction, alteration, remodeling, demolition, or repair of buildings, real property, highways, roads, bridges, or other construction work, Contractor is a “responsible contractor” pursuant to paragraph 1.8 of the General Conditions and the Minnesota Statutes cited therein.

ARTICLE III
COMPLETION DATE

Contractor agrees that the Work shall be fully and satisfactorily completed on or before the date (“Contract Time”) shown in the special provisions.

ARTICLE IV
CHANGE ORDERS

Any change to the Work specified by this Agreement shall only be made in writing pursuant to terms and procedures set forth in Section 6 of the General Conditions. No claim for additional charges will be considered by the City if not processed pursuant to Section 6 of the General Conditions.

ARTICLE V
PAYMENT

City agrees to pay Contractor for completion of the Work in accordance with Section 5 of the General Conditions, the aggregate amount of which is \$_____ (“Contract Price”).

ARTICLE VI
CONTRACTOR’S OBLIGATIONS TO SUBCONTRACTORS

Contractor shall pay any subcontractor in accordance with paragraph 5.4 of the General Conditions.

ARTICLE VII
PAYMENT BOND

Contractor agrees to pay all persons furnishing labor, supplies, equipment, space, or material to Contractor in and about the performance of this Agreement, these persons to be paid first out of the amount due Contractor, its agents, or assigns. This Agreement shall not be in effect until Contractor shall have executed and delivered to the City Clerk a payment bond executed by a corporate surety company authorized to do business in the State of Minnesota in the sum of the Contract Price or other collateral satisfactory to the City to indemnify the City against any lien.

ARTICLE VIII
PERFORMANCE BOND

This Agreement shall not be in effect until Contractor shall have executed and delivered to the City Clerk a performance bond executed by a corporate surety company authorized to do business in the State of Minnesota in the sum of the Contract Price to secure the faithful performance of this Agreement by said Contractor conditioned that Contractor shall well and truly perform and carry out the covenants, terms and conditions of this Agreement in strict accordance with its provisions.

ARTICLE IX
INSURANCE

Contractor shall not commence the Work until it has obtained all insurance required under this article and shall have filed a certificate of insurance or a certified copy of the insurance policy with the City. Certificates of insurance shall be submitted on Standard Form C.I.C.C.-701 or ACORD 25 forms. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without thirty (30) calendar days written notice of its intent to cancel or non-renewal, and not less than ten (10) calendar days advance written notice for nonpayment of premium. The certificate of insurance shall contain the following language in the description of operations section of the certificate of insurance form or in the additional remedies schedule to the certificate of insurance form: "Each of the above described policies is so endorsed requiring the City to be provided thirty (30) calendar days written notice to the City of the intent to cancel or non-renewal, and not less than ten (10) calendar days advance written notice for nonpayment of premium" ("Required Language"). If the producer or insurer(s) identified on the certificate of insurance refuse to provide the Required Language on the certificate of insurance form or on the additional remedies schedule, Contractor shall: (a) provide the City with a copy of the notice of cancellation endorsement documents for each policy that meet these requirements along with the certificate of insurance; and (b) provide the City with a copy of the insurer's cancellation notice within two (2) calendar days of receipt.

Minimum requirements:

- A. Worker's compensation insurance as may be required by law.
- B. Employer's liability insurance with minimum limits as follows:
 - Bodily Injury by Disease -\$500,000 per person
 - Bodily Injury by Disease -\$500,000 general aggregate
 - Bodily Injury by Accident -\$500,000 general aggregate
- C. Contractor's commercial general and automobile liability insurance, including coverage for non-owned and hired vehicles, in limits as follows:
 - General Liability - \$1,000,000 each occurrence
 - \$2,000,000 aggregate

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage

- D. The City and those property owners, if any, from whom temporary construction easements were obtained shall be listed as an additional insured on the above policies. Names of the property owners, along with other required information, will be provided to the successful bidder after the Project has been awarded.
- E. In addition to all listed coverages, Contractor shall procure and maintain an Umbrella or Excess liability policy in a minimum limit of \$2,000,000.

Losses other than those covered by insurance shall be Contractor's sole responsibility. The insurance requirements as set forth herein shall be considered to be minimum requirements only. Any other insurance that may be necessary to provide adequate coverage must be provided by Contractor and shall be its sole responsibility.

ARTICLE X
INDEMNIFICATION

Contractor shall indemnify and hold harmless the City and the Project engineer and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the performance of Work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. Contractor, in addition to, and conformity with, all of the other requirements herein, will be required to indemnify the property owners from whom temporary construction easements were obtained.

ARTICLE XI
DATA PRACTICES

Pursuant to Minn. Stat. § 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing a City function under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and Contractor must comply with those requirements as if it were a government entity.

ARTICLE XII
AUDIT

Pursuant to Minn. Stat. §§ 6.551 and 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the City, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

ARTICLE XIII
WHOLE AGREEMENT

This Agreement embodies the entire agreement between the parties including all prior understanding and agreements and may not be modified except in writing signed by all the parties.

IN WITNESS WHEREOF, Owner and Contractor have executed three copies of this Agreement as of the day and year written below. This Agreement will be effective upon execution by the Mayor and Clerk for the City.

CITY OF APPLE VALLEY

Date _____

By _____
Clint Hooppaw, Mayor

Date _____

And _____
Pamela J. Gackstetter, City Clerk

(NAME OF CONTRACTOR)

Date _____

By _____
Its: _____

AND

Date _____

By _____
Its: _____

CERTIFICATE OF ACKNOWLEDGEMENT
(For use where Contractor is an Individual or Partnership)

STATE OF _____)
) SS.
COUNTY OF _____)

On this ____ day of _____, _____, before me personally appeared _____ to me known to be the person described in and who executed the foregoing instrument, and acknowledges that he/she executed the same as his/her free act and deed.

(Notarial Seal)

Notary Public

END OF SECTION

SECTION 00 61 13 13
PERFORMANCE AND PAYMENT BOND

PERFORMANCE BOND

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

WHEREAS, Contractor has by written agreement dated _____, _____, entered into
a contract with the Obligee for delivery and installation of _____
in accordance with specifications prepared by Obligee which contract is by reference made a
part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if
Contractor shall promptly and faithfully perform said Contract in conformance with the Contract
Documents, and all guaranty, indemnity and warranty obligations specified therein, and shall
promptly and faithfully remedy any breach of its obligations under the Contract Documents
discovered within the time limits set by statute for commencement of actions, and shall pay any
damages for unexcused late completion, then this obligation shall be null and void; otherwise it
shall remain in full force and effect.

The Surety hereby waives notice of any alternation, changes or extension of time made
by the Obligee.

Whenever the Contractor shall be, and declared by the Obligee to be in default under the
Contract, the Surety may promptly remedy the default, or shall promptly:

(1) Complete the Contract in accordance with its terms and conditions, or if
appropriate,

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and
conditions, and upon determination by the Obligee and the Surety jointly of the lowest
responsible bidder, arrange for a contract between such bidder and Surety, and make available as
work progresses (even though there shall be a default or a succession of defaults under the
contract or contracts of completion arranged under this paragraph) sufficient funds to pay the
cost of completion and other costs and damages for which the Surety may be liable hereunder,
but not exceeding the amount set forth in the first paragraph hereof less the balance of the
contract price. The term "balance of the contract price", as used in this paragraph, shall mean the
total amount payable by the Obligee to Contractor under the Contract and any amendments
thereto, less the amount paid by the Obligee to Contractor, or if appropriate,

(3) Promptly pay such sums to the Obligee as the Obligee may be entitled from the
Contractor under the Contract Documents, or for the breach thereof, but not exceeding the
amount set forth in the first paragraph hereof.

The Surety agrees to be bound by any award granted to the Obligee against the Contractor in arbitration or judicial proceedings commenced pursuant to the Contract Documents.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the successors of the Obligee.

This bond is furnished pursuant to the requirements of M.S. 574.26 et seq. (Minnesota Public Works Amendment). It is hereby acknowledged and agreed by both Principal and Surety that the provisions and requirements of M.S. 574.26 through 574.32 are hereby incorporated by reference into this bond as if set forth verbatim herein. In the event of any conflict between such statutory provisions and the standard printed provisions of this bond, the statutory language shall supersede and control in all respects.

Signed and sealed this ____ day of _____, _____.

Witness

Contractor

By _____
Signature

(Typed or Printed Name of Signer)

Title _____

By _____
Signature

(Typed or Printed Name of Signer)

Title _____

(If the contractor is a partnership or joint venture, all partners or co-venturers must execute this bond.)

Witness

Surety

Address

Phone No.

By _____
Signature

(Typed or Printed Name of Signer)

Title _____

(Local Address & Telephone Number)

(The attorney-in-fact shall attach hereto a copy of his power of attorney or other document authorizing him to act on behalf of and to bind the surety.)

CERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL
(For use where Contractor is individual or partnership)

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

On this _____ day of _____, _____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing bond and acknowledged that _he_ executed the same as _____ free act and deed.

(Notarial Seal)

Notary Public

CERTIFICATE OF ACKNOWLEDGMENT
(For use where Contractor is a corporation)

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

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

(Notarial Seal)

Notary Public

Full Name of Surety Company

Home Office Address

Name of Local Agency

Local Agency Address

If this bond is executed outside of the State of Minnesota, it must be countersigned on the Performance Bond by a Minnesota resident agent of the Surety Company.

Agent Affixing Countersignature

Address

(Affix here Power of Attorney and Acknowledgment of Corporate Surety.)

END OF SECTION

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SECTION 00 61 13 16
LABOR AND MATERIAL PAYMENT BOND

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____, Inc., as Principal (hereinafter called Contractor) and _____ as Surety (hereinafter called Surety) are held and firmly bound unto the City of Apple Valley as Obligee (hereinafter called Obligee) for the use and benefit of claimants as herein below defined, in the amount of _____ Dollars (\$_____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, _____, entered into a contract with Obligee for _____ in accordance with specifications prepared by Obligee which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract and shall keep the project free and clear of all liens as provided in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. Claimant is defined as one permitted by applicable law to file a Public Contractor's Bond claim for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include without limitation that part of water, gas, power, light, heat, oil, gasoline, telephone service, rental of equipment, insurance premiums, taxes and any items for which a claim or lien may be filed against the Obligee under the applicable law.

2. The above named Contractor and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, who has not been paid in full may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

(A) Unless claimant shall have filed a public contractors bond claim in the form and within the time provided under applicable law, or

(B) After expiration of time for enforcement of a public contractors bond claim by legal action.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

5. The Contractor and Surety shall keep the project free and clear of liens and shall promptly remove any and all liens filed against the project by claimants.

6. The Obligee's right of action on this bond, or for the breach thereof, shall not be limited by the conditions set forth in paragraphs 1 through 3 above.

Signed and sealed this ____ day of _____, _____.

Contractor

By _____
Signature

(Typed or Printed Name of Signer)

Title _____

Witness

By _____
Signature

(Typed or Printed Name of Signer)

Title _____

(If the contractor is a partnership or joint venture, all partners or co-venturers must execute this bond.)

Surety

Address

Phone No.

Witness

By _____
Signature

(Typed or Printed Name of Signer)

Title _____

(Local Address & Telephone Number)

(The attorney-in-fact shall attach hereto a copy of his power of attorney or other document which authorizes him to act on behalf of and to bind the surety.)

(Affix here Power of Attorney and Acknowledgment of Corporate Surety.)

END OF SECTION

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Section 00 72 05
GENERAL CONDITIONS

GENERAL CONDITIONS

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SECTION 1
ENGINEER-OWNER-CONTRACTOR RELATIONS

1.1 DEFINITIONS AND DESIGNATION OF PARTIES

Owner:	The City of Apple Valley, Minnesota, acting through the City Council.
City:	The City of Apple Valley, Minnesota, Owner and party to the contract.
Engineer:	The Public Works Director for the City of Apple Valley. Whenever in this contract the word Engineer is used, it shall be understood as referring to the Engineer of the Owner acting personally or through any assistance duly authorized for such act by Engineer.
Contractor:	The bidder making a contract with Owner to undertake work under these Contract Documents.
Work:	Execution of duties and tasks, furnishing of labor, materials and miscellaneous associated items; and constructing and installing improvements and equipment – all as described in the Contract Documents.
Project:	The sum of all of the work necessary to complete the Contract.
Contract Time:	The intermediate and final completion dates as established in the Special Provisions.
Contract Documents:	The Contract Documents shall include the following documents: <ul style="list-style-type: none">A. The AgreementB. Information for BiddersC. General ConditionsD. Special Provisions and Special Conditions (if any), on file with the CityE. Technical Specifications (if any)F. Proposal FormG. Payment BondH. Performance BondI. Certificate of InsuranceJ. Addendum(s)K. Notice of AwardL. Change OrdersM. Field OrdersN. Plans/Drawings (if any)O. Affidavit of Responsible Contractor (when applicable)P. Supplemental Affidavit of Responsible Contractor
Contract Price:	The full amount of the cost of the Work as agreed to by Owner.

1.2 ASSIGNMENT OF CONTRACT

Contractor shall neither sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of its right, title or interest therein, or its obligations thereunder, nor, if this Contractor is a corporate entity, sublet, sell, transfer or assign a majority of the outstanding shares of stock in the corporation, without prior written consent of Owner. In case written consent is given, Contractor will be permitted to sublet a portion of the contract or corporate stock thereof, but shall perform, with its own organization, Work amounting to not less than 50 percent of the total original contract cost. No subcontracts or transfer of contract or corporate stock shall release Contractor of its liability under the Contract or Bonds.

1.3 SEPARATE CONTRACTS

Owner may let other contracts in connection with the Work of Contractor. Contractor shall cooperate with other contractors with regard to storage of materials and execution of their Work. It shall be Contractor's responsibility to inspect all work by other contractors affecting its Work and to report to Engineer any irregularities which will not permit it to complete its work in a satisfactory manner. Contractor's failure to notify Engineer of such irregularities shall indicate the work of other contractors has been satisfactorily completed to receive its Work. Contractor shall not be responsible for defects of which it could not have known, which develop in the work of others after the Work is completed. It shall be the responsibility of Contractor to measure the completed work in place and report to Engineer immediately any difference between completed work by others and the drawings.

1.4 SUBCONTRACTS

Nothing herein shall create any legal relationship between Owner or Engineer and any subcontractor, and no subcontractor shall have any rights under the Contract Documents. Contractor's award of subcontracts shall be subject to the following:

- 1.4.1 Unless previously provided pursuant to Paragraph 1.8 herein or otherwise specified in the Contract Documents, Contractor shall, upon receipt of the executed Contract Documents, submit in writing to Owner the names of any subcontractors proposed for the Work. Subcontractors may not be changed except at the request or with the consent of Owner. Contractor shall not employ any subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute against whom Owner or Engineer may have reasonable objection. A subcontractor or other person or organization identified in writing to Owner and Engineer by Contractor prior to the Notice of Award and not objected to in writing by Owner or Engineer prior to the Notice of Award will be deemed acceptable to Owner and Engineer unless the requirements of Paragraph 1.8 apply and Subcontractor cannot meet these requirements. Acceptance of any subcontractor, other person or organization by Owner or Engineer shall not constitute a waiver of any right of Owner or Engineer to reject defective Work. If Owner or Engineer after due investigation has reasonable objection to any subcontractor, other person or organization proposed by Contractor after the Notice of Award, Contractor shall submit another acceptable subcontractor at no change in the Contract Price. Contractor shall not be required to employ any subcontractor, other person or organization against whom Contractor has reasonable objection.
- 1.4.2 Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between Owner or Engineer and any subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. Owner or Engineer may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to Contractor on account of specific Work done.
- 1.4.3 All Work performed for Contractor by a subcontractor will be pursuant to an appropriate agreement between Contractor and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer and contains waiver provisions as required by Paragraph 5.13.

1.5 ORAL CONTRACTS

No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

1.6 NONDISCRIMINATION IN EMPLOYMENT

For Work under this Contract, Contractor must agree:

- A. That in the hiring of common or skilled labor for the performance of any Work under this Contract or any subcontract hereunder, no contractor, material supplier or vendor shall, by reason of race, creed, color or national origin, discriminate against the person or persons who are qualified and available to perform the Work to which such employment relates;
- B. That no contractor, material supplier or vendor shall, 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 of the Work under this Contract on account of race, creed, color or national origin; and
- C. Violation of this paragraph shall be cause for cancellation or termination of this Contract.

1.7 DECISIONS ON DISAGREEMENTS

- 1.7.1 Claims, disputes, disagreements, or other matters in question between Contractor and Owner relating to the execution or progress of the Work or the interpretation of the Contract documents shall be referred initially to Engineer for decision which he will render in writing within a reasonable time.
- 1.7.2 Any claim dispute, disagreement or other matter that has been referred to Engineer, except any which has been waived by the making or acceptance of the final payment, shall be subject to the Dispute Resolution provisions under Section 1.9 below.

1.8 RESPONSIBLE CONTRACTOR

- 1.8.1 In accordance with Minnesota Statutes § 16C.285, bidders are hereby advised that Owner cannot award a construction contract in excess of \$50,000.00 where there is more than one bidder unless the contractor, subcontractors and motor carriers for the Project are a “responsible contractor” as defined in Minnesota Statutes § 16C.285, subdivision 3. A bidder submitting a Proposal for this Project must verify under oath that it meets the minimum criteria specified in Minnesota Statutes § 16C.285, subdivision 3, by providing a verification of compliance (Affidavit of Responsible Contractor), which shall verify that the bidder complies with the minimum criteria in Minnesota Statutes § 16C.285, subdivision 3, with the exception of clause (7), and list of all its first-tier subcontractors that it intends to retain for work on the Project. Statements in the Affidavit of Responsible Contractor must be certified by a company officer.
- 1.8.2 Prior to and as a condition precedent to Contractor’s execution of the Agreement, Contractor shall be responsible for obtaining an Affidavit of Responsible Contractor from all its subcontractors, and submit a Supplemental Affidavit of Responsible Contractor to Owner confirming compliance with Minnesota Statutes § 16C.285, subdivision 3, clause (7).
- 1.8.3 Prior to and as a condition precedent to Contractor and its subcontractors executing subcontracts associated with the Project, Contractor and each of its subcontractors shall obtain from all of their subcontractors with which it will have a direct contractual relationship a signed statement under oath

by an owner or officer verifying that those subcontractors meet all of the minimum criteria in Minnesota Statutes § 16C.285, subdivision 3 (Affidavit of Responsible Subcontractor).

- 1.8.4 If Contractor or any of its subcontractors retain additional subcontractors for the Project after submitting its verification of compliance pursuant to paragraphs 1.8.2 or 1.8.3, Contractor or subcontractor(s) shall obtain an Affidavit of Responsible Subcontractor from each of those additional subcontractors with whom they have a subcontract and submit a supplemental verification to Owner confirming compliance with Minnesota Statutes § 16C.285, subdivision 3, clause (7) (Supplemental Affidavit of Responsible Subcontractor), within 14 days of either the Contractor's or its subcontractor's retention of the additional subcontractor(s).
- 1.8.5 Contractor and its subcontractors shall obtain from its motor carrier(s) providing for-hire transportation of materials, equipment, or supplies for the Project a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in Minnesota Statutes § 16C.285, subdivision 3. Contractor and its subcontractors can satisfy this requirement by submitting a verification that is provided by their motor carrier to them on an annual basis. However, Contractor and subcontractor are responsible for requiring their motor carriers to provide them with immediate written notification if the motor carrier no longer meets one or more of the minimum criteria in Minnesota Statutes § 16C.285, subdivision 3.
- 1.8.6 Upon Owner's request, Contractor must submit copies of the signed verifications from its motor carrier(s), and Affidavits of Responsible Subcontractors to Owner. 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.
- 1.8.7 Contractor or any subcontractor who does not meet the minimum criteria established by Minnesota Statutes § 16C.285, subdivision 3, or who fails to verify compliance with the minimum requirements, will not be a "responsible contractor" and will be ineligible to be awarded the Project or to work on the Project. Contractor and subcontractors are also advised that making a false statement verifying compliance with any of the minimum criteria will render the bidder or subcontractor ineligible to be awarded a construction contract for this Project and may result in the termination of a contract awarded to a contractor or subcontractor that makes a false statement.

1.9 DISPUTE RESOLUTION/VENUE CLAIMS

- 1.9.1 All claims, disputes and matters in questions arising out of, or relating to, this Contract or the breach thereof, except for claims which have been waived by Contractor, by the making or acceptance of final payment, shall be brought in the Dakota County District Court, Dakota County, Minnesota. Provided, however, that Contractor must commence any action within one (1) year of its accrual. Provided further that Contractor waives its right to pursue any claim upon its acceptance of final payment. Notwithstanding anything contained herein to the contrary, Owner may pursue, any claim arising out of or relating to this Contract, within the applicable statutes of limitation.
- 1.9.2 This Contract is accepted in and shall be construed in accordance with the laws of the State of Minnesota.
- 1.9.3 Contractor shall carry on the Work and maintain the progress schedule during any District Court proceeding, unless otherwise agreed by Contractor and Owner in writing.

SECTION 2
AVAILABILITY OF LANDS: PHYSICAL
CONDITIONS; REFERENCE POINTS

2.1 LANDS BY OWNER

Owner shall provide, not later than the dates stipulated by the Contract, the lands shown on the drawings upon which the Work under the Contract is to be performed. Owner shall also provide rights-of-way for access thereto. Any unreasonable delay in furnishing these lands by Owner shall be deemed proper cause for adjustment in the time of completion. Contractor shall not store materials or equipment on the surface of public streets between the hours of 10:00 pm and 7:00 am for streets that are open to traffic, unless specifically authorized in writing by Engineer.

2.2 LANDS BY CONTRACTOR

Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of materials and equipment shall be provided by Contractor with no liability to Owner. Contractor shall confine its apparatus and storage of materials and operation of its workmen to those areas described in the Drawings and Technical Specifications and such additional areas which it may provide at its expense.

2.3 PRIVATE PROPERTY

Contractor shall not enter upon private property for any purpose without obtaining permission from Owner thereof, and it shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. Contractor shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

2.4 SURVEYS

2.4.1 Engineer shall establish all base lines for the location of the principal component parts of the Work together with a suitable number of benchmarks adjacent to the Work.

2.4.2 Contractor shall be responsible for carefully preserving bench marks, reference points and stakes, and, in the case of destruction thereof resulting from its negligence or otherwise, Contractor shall be charged with the expense of Owner's Engineer for re-establishing said control and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

2.5 UTILITIES

Contractor shall be solely responsible for verifying the exact location of all utilities. Prior to the start of any construction, Contractor shall notify all utility companies having utilities in the Project area and coordinate its Work with all utility companies. Contractor shall have sole responsibility for providing temporary support and for protecting and maintaining all existing utilities in the Project area during the entire period of construction, including but not limited to the period of excavation, backfill and compaction. In carrying out this responsibility, Contractor shall exercise particular care, whenever gas mains or other utility lines are crossed, to provide compacted backfill or other stable support for such lines to prevent any detrimental displacement, rupture or other failure.

2.6 INVESTIGATIONS

The Contract Documents may reference reports of investigations and tests of subsurface and latent physical

conditions at the site or otherwise affecting the cost, progress or performance of the Work which have been relied upon by Engineer in preparation of the drawings and specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

2.7 UNUSUAL CONDITIONS

Contractor shall promptly notify Engineer in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. Engineer will promptly review those conditions and advise Owner in writing if further investigation or tests are necessary. Within a reasonable time thereafter, Owner shall obtain the necessary additional investigations and tests and furnish copies to Engineer and Contractor. If Engineer finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by Contractor, a Change Order may be issued incorporating the necessary revision.

SECTION 3 MATERIALS, EQUIPMENT AND WORKMANSHIP

3.1 MATERIALS AND EQUIPMENT FURNISHED BY CONTRACTOR

3.1.1 All materials used in the Work shall be new and of good quality unless otherwise provided for in the Contract Documents, shall meet the requirements of the Technical Specifications, and shall not be incorporated into the Work until reviewed by Engineer. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

3.1.2 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

3.2 STORAGE OF MATERIALS

Materials shall be so stored by Contractor as to insure the preservation of their quality and fitness for the Work. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee thereof.

3.3 CONTRACTOR'S SUPERINTENDENTS AND WORKERS

3.3.1 A competent superintendent, who is acceptable to Owner, shall be maintained on the Work site and give efficient supervision to the Work until its completion. The superintendent shall have full authority to act on behalf of Contractor, and all communications given to the superintendent shall be as binding as if given to Contractor. Important communications shall be confirmed by Engineer in writing. Other communications shall be so confirmed upon written request of Contractor. It shall be the responsibility of Contractor's superintendent to coordinate the work of all the subcontractors. When required, the superintendent shall be present on the site to perform adequate supervision and coordination.

3.3.2 Contractor shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractors. All workers must have sufficient knowledge, skill and experience to perform properly the work assigned to them. Any foreman or worker employed by Contractor or subcontractor who does not perform work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall be discharged immediately and shall not be employed again in any portion of the Work.

3.4 WARRANTY AND GUARANTEE

Contractor warrants and guarantees to Owner and Engineer that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in Paragraphs 3.11.

3.5 ACCESS TO WORK

Engineer and Engineer's representatives, other representatives of Owner, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. Contractor shall provide proper and safe conditions for such access.

3.6 TESTS AND INSPECTIONS

3.6.1 Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests or approvals.

3.6.2 Contractor shall be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Owner's or Engineer's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals not required by the Contract Documents shall be paid by Owner (unless otherwise specified).

3.6.3 All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations selected by or acceptable to Owner or Engineer.

3.6.4 If any Work that is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover such Work and Engineer has not acted with reasonable promptness in response to such notice. If it is found that such Work is defective, Contractor shall bear all the expenses of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued.

3.6.5 Neither observations by Engineer nor inspections, tests or approvals by others shall relieve Contractor from its obligations to perform the Work in accordance with the Contract Documents.

3.7 OWNER MAY STOP THE WORK

If the Work is defective, or Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, Engineer may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

3.8 CORRECTION OR REMOVAL OF DEFECTIVE WORK

If required by Engineer, Contractor shall promptly, without cost to Owner and as specified by Engineer, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with nondefective Work.

3.9 TWO-YEAR CORRECTION PERIOD

If within two years after the date of final acceptance of the Project or such longer period of time as may be

prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or, if it has been rejected by Owner, remove it from the site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor.

3.10 ACCEPTANCE OF DEFECTIVE WORK

If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, also Engineer) prefers to accept it, Owner may do so. In such case, if acceptance occurs prior to Engineer's recommendation of final payment, a Change Order shall be issued incorporating the necessary revision in the Contract Documents, including appropriate reduction in the Contract Price to Contractor; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by Contractor to Owner.

3.11 OWNER MAY CORRECT DEFECTIVE WORK

If Contractor fails within a reasonable time after written notice of Engineer to proceed to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 3.8, or if Contractor fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule) Owner may, after seven days' written notice to Contractor, correct and remedy any such deficiency. In exercising its rights under this paragraph, Owner shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees such access to the site as may be necessary to enable Owner to exercise its rights under this paragraph. All direct and indirect costs of Owner in exercising such rights shall be charged against Contractor in an amount verified by Engineer, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price originally identified in the Agreement. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights hereunder.

SECTION 4 LEGAL RESPONSIBILITY PUBLIC SAFETY AND MISCELLANEOUS

4.1 PERMITS AND LICENSES

All permits and licenses necessary for the prosecution of the Work shall be secured by Contractor prior to the commencement of the Work. Contractor shall also pay all public utility charges, governmental charges and inspection fees.

4.2 LAWS, REGULATIONS AND SAFETY

- 4.2.1 Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Contractor observes that the Technical Specifications or drawings are at variance therewith, it shall give Engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Change Order or other modification. If Contractor performs any Work knowing or being in a position to know it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Engineer, it shall bear all costs arising therefrom; however, it shall not be its primary responsibility to make certain that the Technical Specifications and drawings are in accordance with such laws, ordinances, rules and regulations.
- 4.2.2 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- A. All employees on the Work and other persons who may be affected thereby;
 - B. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 4.2.3 Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. Contractor shall notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in Section 4.2.2.B and C caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor that Work is acceptable.
- 4.2.4 Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.
- 4.2.5 Contractor agrees to indemnify Owner and Engineer and their agents and employees against all claims, demands, losses, damages and expenses (including attorneys' fees) arising out of or resulting from the Contractor's violation of any safety law, regulation or code (including without limitation OSHA) or any other prudent precaution.

4.3 CROSSING UTILITIES, ETC.

Where the prosecution of the Work results in the crossing of highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public or private entities, Contractor shall secure written permission from the proper authority to cross said highway, railroad, street or utility before further prosecuting the Work. A copy of the written document granting permission shall be filed with Owner and Engineer before any Work is done. Contractor shall be required to obtain a written release from the applicable authority upon completion of the Work. A copy of this written release shall be filed with Owner and Engineer before final acceptance of the Work is granted.

4.4 PRESERVATION OF HISTORICAL OBJECTS

- 4.4.1 Where historical objects of potential archeological or paleontological nature are discovered within the areas on which Contractor's operations are in progress, Contractor shall restrict or suspend its operations in the immediate area of the discovery as may be necessary to preserve the discovered objects until Owner has made arrangements for their disposition or has recorded the desired data relative thereto.
- 4.4.2 Contractor shall immediately notify Owner of any historical objects it may discover or become aware of as the Work is being prosecuted, and shall aid in the preservation and salvage program decided upon, as may be requested or ordered by Owner. No Work which Contractor considers to be extra work shall be performed without the written authorization of Owner.
- 4.4.3 Owner shall have the right to restrict or suspend Contractor's operations in the immediate area where historical objects are discovered for a period not to exceed 72 hours, without claim being made by Contractor for any damages it might suffer as a result thereof. Any restrictions imposed shall not remain in effect for a period exceeding 72 hours unless mutually agreed to in writing.

SECTION 5 MEASUREMENT AND PAYMENT

5.1 REQUEST FOR PAYMENT

Contractor may submit periodically, but not more than one each month, documentation summarizing work completed to date in the performance of the Contract including measured quantities and associated unit prices in a tabulated format a ("Request for Payment") for Work done and materials delivered and stored on the site. Payment for materials stored on the site will be conditioned on the following:

- A. Contractor shall submit evidence to establish Owner's title to such materials;
- B. Acceptable provisions have been made for storage; and.
- C. Contractor shall provide and maintain insurance against all loss, theft, vandalism, damage and similar peril for the full value of the stored material. The insurance on the stored material shall name Owner as insured.

5.2 ENGINEER'S ACTION ON A REQUEST FOR PAYMENT

Within twenty (20) days of submission of any Request for Payment by Contractor, Engineer shall:

- A. Approve the Request for Payment as submitted and forward it to Owner. Owner may retain a percentage of payment in the amount up to five (5) percent (hereinafter "Retainage") until final payment on the Contract;
- B. Approve such other amount as Engineer shall consider is due Contractor, informing Contractor in writing of Engineer's reasons for approving the modified amount; or
- C. Withhold the Request for Payment, informing Contractor in writing of Engineer's reasons for withholding it.

5.3 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT

Within thirty (30) days from the date of approval of a Request for Payment by Engineer, Owner shall:

- A. Pay the Request for Payment as approved by Engineer;
- B. Pay such other amount in accordance with Section 5.4 as Owner shall decide is due Contractor, informing Contractor and Engineer in writing of his reasons for paying the modified amount or
- C. Withholding payment in accordance with Section 5.4 informing Contractor and Engineer in writing of Owner's reasons for withholding payment.

5.4 CONTRACTOR'S OBLIGATIONS TO SUBCONTRACTORS

Contractor shall pay any subcontractor within ten days of Contractor's receipt of payment from Owner for undisputed services provided by the subcontractor. Contractor shall pay interest of one and one-half (1-1/2%) percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time pursuant to this provision to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of one hundred (\$100.00) dollars or more shall be ten (\$10.00) dollars. For an unpaid balance of less than one hundred (\$100.00) dollars, Contractor shall pay the actual penalty due under this provision to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

5.5 OWNER'S RIGHT TO WITHHOLD PAYMENT

5.5.1 Prior to substantial completion of the Project as determined pursuant to Section 5.7 herein, Owner may withhold payment in whole or in part to the extent necessary to protect Owner from loss on account of any of the following causes;

- A. Violation of any of the terms of the Contract Documents;
- B. Defective work not remedied, or completed work which has been damaged;
- C. Reasonable evidence indicating potential filing of claims by other parties against the Contract or Owner;
- D. Failure of Contractor to make payments to subcontractors, materialmen or suppliers.
- E. Damage to Owner or any other person; and/or
- F. Contractor's unsatisfactory prosecution of the work.

When any of the above grounds for which payment is being withheld is removed, payment shall be made for the amount withheld subject to 5.5.2.

5.5.2 Upon the issuance of the certificate of Substantial Completion by the Engineer pursuant to Section 5.7 herein, retainage shall be released to the Contractor to the extent the retainage withheld at that time exceeds the sum of 250% of the cost to correct or complete work known at the time of substantial completion, plus an additional 1% of the Contract Price or \$500.00, whichever is greater, where the Contractor has pending completion and/or submission of "final paperwork" as defined by Minn. Stat. § 15.72 (2019). The released retainage shall be paid to Contractor within thirty (30) days of the issuance of the certificate of Substantial Completion by the Engineer. The City shall pay Contractor the amount withheld for the final paperwork within 60 days after receipt of the final paperwork. The remaining retainage shall be paid in accordance with Section 5.11 herein.

5.6 CONTRACTOR'S WARRANTY OF TITLE

Contractor warrants and guarantees that title to all Work, materials and equipment covered by any Request for Payment, whether incorporated in the Project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

5.7 SUBSTANTIAL COMPLETION

When Contractor considers the entire Work ready for its intended use, Contractor shall, in writing to Owner and Engineer, certify that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion (as defined in the Contract). Within a reasonable time thereafter, Owner, Contractor and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving his reasons therefor. If Engineer considers the Work substantially complete, Engineer will prepare and deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment.

Owner shall have seven days after receipt of the tentative certificate during which it may make written objection to Engineer as to any provisions of the certificate of attached list.

If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within fourteen days after submission of the tentative certificate to Owner notify Contractor in writing, stating reasons therefore.

If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said fourteen days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as he believes justified after consideration of any objections from Owner. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor. Unless Owner and Contractor agree otherwise in writing and so inform Engineer prior to Engineer issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment. Owner shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

5.8 PARTIAL UTILIZATION

Use by Owner of completed portions of the work may be accomplished prior to Substantial Completion of all the Work subject to the following:

- A. Owner at any time may request Contractor in writing to permit Owner to use any part of the Work which Owner believes to be substantially complete and which may be so used without significant interference with construction of the other parts of their Work. If Contractor agrees, Contractor will certify to Owner and Engineer that said part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter Owner, Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing with the reason therefor. If Engineer considers that part of the Work to be substantially complete, Engineer will execute and deliver to Owner and Contractor a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a tentative list of items to be completed or corrected before final payment.

- B. Prior to issuing a certificate of Substantial Completion as to part of the Work, Engineer will deliver to Owner and Contractor a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor for that part of the Work which shall become binding upon Owner and Contractor at the time of issuing the definitive certificate of Substantial Completion as to that part of the Work unless Owner and Contractor shall have otherwise agreed in writing and so informed Engineer. Owner shall have the right to exclude Contractor from any part of the Work which Engineer has so certified to be substantially complete, but Owner shall allow Contractor reasonable access to complete or correct items on the tentative list.

5.9 FINAL INSPECTION

Upon written notice from Contractor that the Work is complete, Engineer will make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

5.10 FINAL APPLICATION FOR PAYMENT

After Contractor has completed all such corrections to the satisfaction of Engineer and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents--all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions of Section 5.11), Contractor may make application for final payment following the procedure for progress payments. The final Request for Payment shall be accompanied by all documentation called for in the Contract Documents, including IC 134 documentation and such other data and schedules as Engineer may reasonably require, together with complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which any Liens could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, Contractor may furnish a Letter of Credit or other collateral satisfactory to Owner to indemnify Owner against any Liens.

5.11 FINAL PAYMENT AND ACCEPTANCE

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Request for Payment and accompanying documentation--all as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor has fulfilled all of its obligations under the Contract Documents, Engineer will, within ten days after receipt of the final Request for Payment, indicate in writing Engineer's recommendation of payment and present the application to Owner for payment. Thereupon Engineer will give written notice to Owner and Contractor that the Work is acceptable subject to this Paragraph 5.11. Otherwise, Engineer will return the Request for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. If the Request for Payment and accompanying documentation are appropriate as to form and substance, Owner shall, within sixty (60) days after receipt thereof pay Contractor the amount recommended by Engineer. If, through no fault of Contractor, final completion of the Work is significantly delayed thereof and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Request for Payment and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Contract, and if Bonds have been furnished as required herein, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Request for Payment for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of

claims.

5.12 CONTRACTOR'S CONTINUING OBLIGATION

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion or any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the Work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor the issuance of a notice of acceptability by Engineer pursuant to Paragraphs 5.9 or 5.10, nor any correction of defective Work by Owner shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents.

5.13 WAIVER OF CLAIMS

The making and acceptance of final payment shall constitute:

- 5.13.1 A waiver of all claims by Owner against Contractor, except claims arising from unsettled Liens, from defective work appearing after final inspection pursuant to Section 5.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by Owner of any rights in respect to Contractor's continuing obligations under the Contract Documents; and
- 5.13.2 A waiver of all claims by Contractor against Owner other than those previously made in writing and still unsettled.

SECTION 6
CHANGES IN THE WORK

6.1 CHANGE ORDERS

Without invalidating the Contract, Owner may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract time, an equitable adjustment will be made as provided in Section 6 or Section 7 on the basis of a claim made by either party.

6.2 MINOR CHANGES

Engineer may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a field order and shall be binding on Owner, and also on Contractor who shall perform the change promptly. If Contractor believes that a field order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor as provided in this Section 6.

6.3 UNAUTHORIZED WORK

Additional labor and materials beyond the Work undertaken without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency.

6.4 ENGINEER RECOMMENDATIONS

Owner shall execute appropriate Change Orders prepared by Engineer covering changes in the Work which are required by Owner, or required because of unforeseen physical conditions or emergencies, or because of any other claim of Contractor for a change in the Contract Time or increased compensation which is recommended by Engineer.

6.5 NOTICE OF CHANGE TO SURETY

If notice of any change affecting the general scope of the work or change in the Contract prices is required by the provisions of any Payment or Performance Bond to be given to the surety, it will be Contractor's responsibility to so notify the surety, and the amount of any Payment or Performance Bond shall be adjusted accordingly. Contractor shall furnish proof of such adjustment to Owner.

6.6 CONCEALED CONDITIONS

Should concealed conditions encountered in the performance of the Work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon claim by either party made within ten (10) days after the first observance of the conditions.

6.7 CLAIMS FOR ADDITIONAL COSTS

If Contractor wishes to make a claim for an increase in the Contract Price, it shall give Engineer written notice thereof within ten (10) days after the occurrence of the event-giving rise to such claim. This notice shall be given by Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case Contractor shall proceed in accordance with Paragraph 6.8. No such claim shall be valid unless so made. If Owner and Contractor cannot agree on the amount of the adjustment in the Contract Price, it shall be referred to Engineer in accordance with Paragraph 1.8. Any change in the Contract Price resulting from such claim shall be authorized by any Change Orders.

If Contractor claims that additional cost is involved because of, but not limited to, (1) any written interpretation of Engineer, (2) any order by Owner to stop the Work where Contractor was not at fault, (3) any written order for a minor change in the Work or (4) failure of payment by Owner, Contractor shall make such a claim as provided herein.

6.8 WORK DURING AN EMERGENCY

6.8.1 In any emergency affecting the safety of persons or property, Contractor shall act to prevent threatened damage, injury or loss. In all cases it shall, as soon as practicable, notify Owner of the emergency and it shall not wait for the instructions before proceeding to protect both life and property.

6.8.2 Any additional compensation or extension of time claimed by Contractor on account of said emergency work shall be determined under Paragraph 6.7.

SECTION 7
ADJUSTMENT TO THE CONTRACT PRICE

7.1 CONTRACT PRICE

The "Contract Price" constitutes the total compensation set forth in the Agreement (subject to authorized

adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its expense without change in the Contract Price.

7.2 CHANGE IN CONTRACT PRICE

Any claim for an increase in the Contract Price shall be based on written notice delivered to Owner and Engineer within fifteen days of the occurrence of the event-giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by Engineer if Owner and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in any Change Orders.

7.3 BASIS OF CHANGE

The cost or credit to Owner resulting from a change in the Work shall be determined and mutually agreed upon in advance of performance of the change in Work in one or more of the following ways:

- 7.3.1 By mutual acceptance of a lump sum properly itemized;
- 7.3.2 By unit prices stated in the Contract Documents or subsequently agreed upon (unit prices shall include an allowance for Contractor's main office expense, overhead, profit and bond); or
- 7.3.3 By mutual acceptance of actual cost of the changed Work, plus an allowance for overhead, supervision and profit as subsequently agreed upon. Owner shall have the right to examine, inspect, copy and audit the books and records of the Contractor or subcontractor making claim for reimbursement for costs and allowances hereunder in order to verify the accuracy, correctness, completeness and propriety of all costs and allowances claimed.

7.4 WORK PERFORMED BY SUBCONTRACTORS

Contractor's fees for Work performed by subcontractors shall be a minimum of 5% up to a maximum of 10% (as determined in the sole discretion of Owner, for such Work where the Work performed by subcontractors is supervised by Contractor) as compensation for all other costs and expenses including administrative overhead, profit and supervision.

SECTION 8
SUSPENSION OF WORK AND TERMINATION

8.1 OWNER MAY SUSPEND WORK

Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to Contractor and Engineer which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed, Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if it makes a claim therefor as provided in Section 7.

8.2 OWNER MAY TERMINATE

Owner may terminate the Contract upon the occurrence of any one or more of the following events:

- 8.2.1 If Contractor is adjudged bankrupt or insolvent;
- 8.2.2 If Contractor makes a general assignment for the benefit of creditors;

- 8.2.3 If a trustee or receiver is appointed for Contractor or for any of Contractor's property;
- 8.2.4 If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
- 8.2.5 If Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
- 8.2.6 If Contractor repeatedly fails to make prompt payments to subcontractors or for labor, materials or equipment;
- 8.2.7 If Contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
- 8.2.8 If Contractor disregards the authority of Engineer; or
- 8.2.9 If Contractor otherwise violates in any substantial way any provision of the Contract Documents. Owner may after giving Contractor and its surety seven days written notice, terminate the services on Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Engineer and incorporated in a Change Order, but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed.
- 8.3 Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- 8.4 Upon seven days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Contract. In such case, Contractor shall be paid for all Work executed and any expenses sustained plus reasonable termination expenses.
- 8.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that Contractor has not defaulted, the termination shall be deemed to have been effected for the convenience of Owner and Contractor shall be paid in accordance with Paragraph 8.6.
- 8.6 CONVENIENCE TERMINATION BY OWNER

Owner reserves the right to terminate the Work under this Contract in whole, or from time to time in part, and said termination for convenience shall not be construed as a breach of the Contract. If the Contract is terminated for convenience, Owner shall give Contractor written notice specifying the extent of the Work under the Contract that is being terminated and the effective date of said termination. Upon receipt of the notice of termination, Contractor shall stop work on the date and to the extent specified. Contractor shall place no further orders nor incur any further costs for the terminated parts of the Work. Contractor shall further terminate all orders and subcontracts relating to the terminated part of the Work.

Owner shall pay Contractor for the value of the Work terminated and completed to the termination date together with a reasonable profit on the completed Work, but Contractor shall not be entitled to any further damages or costs or lost profits. Disposition of the completed parts of the terminated work, materials, equipment and other tangible property shall be made as agreed upon by Owner and Contractor. The title to any property and materials retained by Owner shall accrue to Owner immediately upon payment by the

Owner to Contractor.

8.7 CONTRACTOR MAY STOP WORK OR TERMINATE

If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety days by Owner or under an order of court or other public authority, or Engineer fails to act on any Request for Payment within thirty days to pay Contractor any sum finally determined to be due, Contractor may, upon seven days' written notice to Owner and Engineer, terminate the Contract and recover from Owner payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Contract, if Engineer has failed to act on a Request for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon seven days' notice to Owner and Engineer stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve Contractor of its obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

SECTION 9
GENERAL

9.1 LIMITATION OF LIABILITY

In no event, either as a result of breach of contract, negligence, or otherwise, shall Owner or Engineer or their agents or Employees be liable for damages or loss of profits, loss of use, loss of revenue, loss of bonding capacity, or any other special, indirect or consequential damages of any kind. To the extent the Contract Documents allow any liability to be imposed, the total liability of Owner and Engineer for any loss, claim or damage arising out of this Contract or the performance or breach thereof, shall be limited to the value of the Work performed.

9.2 REMEDIES

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor herein and all of the rights and remedies available to Owner and Engineer thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Contract.

9.3 HOURS OF OPERATION:

9.3.1. Contractor shall not operate construction equipment between 8:00 p.m. and 7:00 a.m. unless specifically authorized by Engineer.

9.3.2. Contractor shall not perform Work (except traffic control maintenance, erosion control inspection/repair or emergency work) on Saturdays, Sundays, or federally designated holiday unless special approval is granted by Engineer.

9.3.3. Contractor shall notify Engineer in advance of all times of work on the construction site.

9.4 CONFLICT BETWEEN CONTRACT DOCUMENTS.

In the event there is inconsistency within the Contract Documents, the Contract and any addendum to the

Contract shall first control; followed by the drawings; followed by the Special Provisions; followed by the Technical Specifications; followed by the General Conditions.

END OF SECTION

SECTION 00 73 05
SPECIAL PROVISIONS

Project Number 2024-158

These Special Provisions modify, amplify, amend, or void the applicable materials and sections of the General Conditions and the Project specifications and shall apply with equal force as said General Conditions of Contract.

A. DEFINITIONS AND DESIGNATION OF PARTITES

Revise the definition of “Engineer” from the Direction of Public works for the City of Apple Valley to WSB.

B. CONTRACT TIME AND SPECIFIED DATES OF COMPLETION

This section establishes the Contract Time for the Project.

Construction Start Date:	Work on the project shall be subject to spring load restrictions. No work on the project shall begin prior to April 21, 2025 or award of contract by City Council.
Substantial Completion Date:	The project shall be substantially complete including all work except punch list items on or before July <u>25, 2025</u> .
Final Completion Date:	All work included in this contract shall be completed and ready for final payment on or before August 22, 2025.

C. LIQUIDATED DAMAGES

Contractor and Owner recognize that time is of the essence for this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified above for Substantial Completion until there is Substantial Completion of the Work. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$500 for each day that expires after the time specified above for completion and readiness for Final Payment until the Work is completed and ready for Final Payment.

D. TRAFFIC CONTROL

The Contractor is responsible for providing vehicle, bicycle and pedestrian traffic control associated with the Work. The Contractor shall receive approval from the Engineer for all restrictions or lane closures of traffic within the public right of way. The Contractor shall erect and maintain all signs and barricades required to conform with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction Sections 1404 and 1710, Mn/DOT Technical Memorandum No. 06-04-T-

02, and the Minnesota Manual on Uniform Traffic Control Devices. It shall be the Contractor's responsibility to provide adequate traffic control devices to prevent public safety hazards associated with construction activity included as part of the Contract.

The Engineer shall have the authority to stop any work until the Contractor brings signing and barricades into conformance. If the Contractor fails to act in a timely fashion to bring signing and barricades into conformance or if emergency conditions require immediate action, the Engineer can install proper signing and barricades and charge the cost of such work to the Contractor.

E. TWO-YEAR WARRANTY AND GUARANTEE:

Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. If required by Engineer, Contractor shall promptly, without cost to Owner, correct any defective Work. If within two (2) years after the date of final acceptance of the project or such longer period of time as may be prescribed by law, any work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct such defective work.

F. TRAIL RECONSTRUCTION PHASING

Contractor shall provide a construction phase timeline that outlines demolition, grading and drainage, paving and restoration. The phasing shall be broken into three (3, four (4) week intervals to complete work shown on the Construction Phasing Plan and public access shall be provided and maintained to all other portions of trails not under construction at that time.

G. EQUIPMENT STANDARDS

The Contractor shall use appropriately sized equipment to minimize site disturbance and restoration.

H. DEWATERING

The Contractor shall be responsible for dewatering of site and excavations to maintain workable conditions and to protect on-site soils from becoming unstable. Prevent surface water and subsurface (ground) water from flowing into excavations and from flooding the site and surrounding area. Provide adequate pumping equipment to dewater trenches and excavation in order to complete excavation, utility installation, backfilling, subgrade preparation, and grading.

I. MATERIALS DISPOSAL REQUIREMENTS

All sediment, vegetation and tree debris removed will be disposed by the Contractor at a site provided by the contractor in accordance with local, state and federal requirements.

J. HOURS OF OPERATION

All Work shall be restricted to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, unless specifically authorized in writing by the Engineer. No work on Federal holidays. Contractor shall record daily hours of equipment operation and provide that information to the Engineer upon request.

K. PERMITS

The Contractor will be responsible for obtaining a Dakota County General Excavation Permit for the work within County Road 46 ROW. The Contractor will be responsible for additional materials testing required by Landfill.

L. SITE ACCESS

Plan drawings indicate the location of trail accesses located within property owned by The City of Apple Valley or Dakota County.

M. TREE AND PLAN PROTECTION

No trees shall be removed without the approval of the LA/Engineer. Any trees or shrubs deemed savable by the LA/Engineer will be replaced at the Contractor's expense with a new tree on a three-for-one (3-1) ratio as near in size and kind as possible, but never larger than six inches (6") in diameter as measured two feet (2') above the ground surface.

No trees shall be trimmed without the permission of the LA/Engineer. All tree inadvertently damaged during construction shall be trimmed and repaired. Any oak tree inadvertently damaged during construction must be trimmed and sealed with orange shellac, within one (1) hour of damage.

The following procedures shall be adhered to when construction occurs near trees.

1. Cut roots cleanly.
2. Backfill trench as soon as possible; do not leave roots exposed to air.
3. No equipment or construction materials shall be stored beneath a tree's drip line.
4. Clean-up around trees immediately after construction.

All work under tree and plant protection shall be at no additional compensation.

END OF SECTION

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STATE FUNDED ONLY CONSTRUCTION CONTRACTS

SPECIAL PROVISIONS DIVISION A - LABOR

I. INTRODUCTION

- A. **Policy Statement.** It is in the public interest that public buildings and other public works projects be constructed and maintained by the best means and the highest quality of labor reasonably available and that persons working on public works projects be compensated according to the real value of the services they perform.¹
- B. **State Regulations Govern.** This Contract is subject to the Minnesota Prevailing Wage Act², Minnesota Fair Labor Standards Act³, Minnesota Rules⁴, Minnesota Department of Labor and Industry (MnDLI) Wage Decision(s), and the MnDLI Truck Rental Rate Schedule.
- C. **Purpose.** These provisions: (1) outline your obligations under state and federal laws, rules and regulations; (2) explain the requirements necessary to demonstrate compliance; and (3) explain the processes that the Department will undertake to ensure compliance.
- D. **Questions or Resources.** Please visit the Minnesota Department of Transportation (MnDOT) Labor Compliance Unit (LCU) website at: www.dot.state.mn.us/const/labor.

II. DEFINITIONS

Many of the terms used in these provisions are defined in MnDOT's Standard Specifications for Construction,⁵ unless defined below.

- A. **Apprentice.** A Worker at least 16 years of age who is employed to learn an apprenticeable trade or occupation in a registered apprenticeship program.⁶
- B. **Bona Fide.** Made or carried out in good faith; authentic.⁷
- C. **Certified Payroll Report (CPR).** A report comprised of two components; (1) a payroll report, and (2) a statement of compliance report.⁸
- D. **Contractor.** An individual or business entity that is engaged in construction or construction service-related activities including trucking activities either directly or indirectly through a Contract, or by Subcontract with the Prime Contractor, or by a further Subcontract with any other person or business entity performing Work.⁹
- E. **Employer.** An individual, partnership, association, corporation, business trust, or other business entity that hires a Worker.¹⁰
- F. **Fringe Benefit.** An employment benefit given in addition to a Worker's wages or salary.¹¹
- G. **Independent Truck Owner/Operator (ITO).** An individual, partnership, or principal stockholder of a corporation who owns or holds a vehicle under lease and who contracts that vehicle and the owner's services to an entity which provides construction services to a public works project.¹²

¹ Minn. Stat. 177.41

² Minn. Stat. 177.41 to 177.44

³ Minn. Stat. 177.21 to 177.35

⁴ Minn. R. 5200.1000 to 5200.1120

⁵ MnDOT Standard Specifications for Construction, Section 1103

⁶ Minn. Stat. 178.011, Subdivision 2

⁷ The American Heritage College Dictionary, Third Edition, 2000

⁸ Minn. R. 5200.1106, Subpart 10

⁹ Minn. R. 5200.1106, Subpart 2(D)

¹⁰ Minn. Stat. 177.42, Subdivision 7

¹¹ The American Heritage College Dictionary, Third Edition, 2000

¹² Minn. R. 5200.1106, Subpart 7(A)

- H. **Journeyworker.** A person who has attained a level of skill, abilities, and competencies recognized within and industry as having mastered the skills and competencies required for the trade or occupation.¹³
- I. **Prime Contractor.** An individual or business entity that enters into a Contract with the Department.¹⁴
- J. **Subcontract.** A Contract that assigns some obligations of a prior Contract to another party.¹⁵
- K. **Substantially In Place.** Mineral aggregate is deposited on the project site directly or through spreaders where it can be spread from or compacted at the location where it was deposited.¹⁶
- L. **Total Prevailing Wage Rate.** The sum of the prevailing hourly “basic” and “fringe” rate that is established in a Wage Decision.
- M. **Trucking Broker (Broker).** An individual or business entity, the activities of which include, but are not limited to: contracting to provide trucking services in the construction industry to users of such services, contracting to obtain such services from providers of trucking services, dispatching the providers of the services to do Work as required by the users of the services, receiving payment from the users in consideration of the trucking services provided, and making payment to the providers for the services.¹⁷
- N. **Trucking Firm/Multiple Truck Owner (MTO).** Any legal business entity that owns more than one vehicle and hires the vehicles out for services to Trucking Brokers or Contractors on public works projects.¹⁸
- O. **Truck Rental Rate Schedule.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly Total Prevailing Wage Rate and operating cost for various types of trucks that perform hauling activities (Work) under a Contract that is funded in whole or in part with state funds.¹⁹
- P. **Wage Decision.** A document prepared by the MnDLI through a Contractor survey process that identifies the required hourly basic rate of pay and hourly Fringe Benefits for various labor classifications that perform Work under a Contract that is funded in whole or in part with state funds.²⁰
- Q. **Work (Work).** All construction activities associated with a public works project, including any required hauling activities on-the-site-of or to-or-from a public works project and conducted pursuant to a Contract, regardless of whether the construction activity or Work is performed by the Prime Contractor, subcontractor, Trucking Broker, Trucking Firm (MTO), ITO, independent contractor, or employee or agent of any of the foregoing entities.²¹
- R. **Worker (Laborer or Mechanic).** A Worker in a construction industry labor class identified in or pursuant to Minnesota Rules 5200.1100, Master Job Classifications.²²

III. APPLICATION & UNDERSTANDING

- A. **Provisions & Prevailing Wage Rates Apply.** These provisions, along with the prevailing Wage Decision(s) that are incorporated into the Contract, apply to all Contractors contracting to do all or part of the Work.²³

¹³ Minn. Stat. 178.011, Subdivision 9

¹⁴ Minn. R. 5200.1106, Subpart 2(C)

¹⁵ The American Heritage College Dictionary, Third Edition, 2000

¹⁶ Minn. R. 5200.1106, Subpart 5(C)

¹⁷ Minn. R. 5200.1106, Subpart 7(C)

¹⁸ Minn. R. 5200.1106, Subpart 7(B)

¹⁹ Minn. R. 5200.1105

²⁰ Minn. R. 5200.1020 to 5200.1060

²¹ Minn. R. 5200.1106, Subpart 2(A)

²² Minn. R. 5200.1106, Subpart 5(A)

²³ Minn. Stat. 177.44, Subdivision 1

- B. **Truck Rental Rates Apply.** The Truck Rental Rate Schedule incorporated into the Contract applies to all hired trucking entities that perform covered hauling activities related to the project.²⁴
- C. **Prevailing Wage Terms Must Be Included in All Contracts.** The Prime Contractor is required to ensure that all subcontractors performing Work receive the Contract Wage Decision(s), Truck Rental Rate Schedule, and a copy of these provisions with their written Subcontracts, agreements and/or purchase orders.²⁵
- D. **Responsible for Understanding All Requirements.** Each Contractor is responsible for understanding all laws, rules, regulations, plans, and specifications that are incorporated physically, or by reference, into the Contract.²⁶
- E. **E-Verify.** For services valued in excess of \$50,000, the Contractor certifies that as of the date of services performed on behalf of State, the Contractor will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work under the contract. The Prime Contractor is responsible to collect all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with the Prime Contractor and made available to the State upon request.

IV. **VENDOR REGISTRATION**

Vendor Registration Required. A Contractor that performs Work, supplies material, or product must be registered with MnDOT. The Contractor must complete and submit a vendor form²⁷ to the MnDOT LCU²⁸, along with all applicable documentation that is required. This registration process is separate and distinct from other state agency requirements.

V. **LABOR CLASSIFICATIONS**

- A. **Labor Classification Assignment.** A Worker must be paid at least the Total Prevailing Wage Rate in the same or most similar trade or occupation.²⁹ To determine the appropriate labor classification for a Worker, a Contractor must refer to the Wage Decision(s) incorporated into the Contract, the labor classification descriptions for laborers and special crafts established in Minnesota Rules or the United States Department of Labor's Dictionary of Occupational Titles.³⁰
- B. **Labor Classification Clarification & Disputes.** A Contractor needing assistance in determining a labor classification must submit a Classification Clarification Request³¹ to the MnDOT LCU for a written decision. If the Contractor chooses to contest the classification assignment, it must provide written notice to the MnDOT LCU. The MnDOT LCU will forward the matter to the MnDLI for a final ruling.
- C. **Performing Work in Multiple Labor Classifications.** For Workers performing Work in multiple labor classifications, the Contractor must compensate at a minimum the Total Prevailing Wage Rate, and report the hours worked, in each applicable labor classification.³²

VI. **WAGE DECISION(S) & WAGE RATE(S)**

- A. **Applicability of a Highway and Heavy Wage Decision.** A highway and heavy Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct or maintain a highway or other public works project, such as a road, street, airport runway, bridge,

²⁴ Minn. Stat. 177.44, Subdivision 3

²⁵ MnDOT Standard Specifications for Construction, Section 1801

²⁶ MnDOT Standard Specifications for Construction, Section 1701

²⁷ www.dot.state.mn.us/const/labor/documents/forms/contractorform2016.pdf for www.dot.state.mn.us/const/labor/documents/forms/truckvendorform2016.pdf

²⁸ lcusupport.dot@state.mn.us

²⁹ Minn. Stat. 177.44, Subdivision 1

³⁰ Minn. R. 5200.1101 and 1102 and USDOL Dictionary of Occupational Titles

³¹ <http://www.dot.state.mn.us/const/labor/documents/forms/classification-clarification-request.pdf>

³² Minn. Stat. 177.44, Subdivision 1

power plant, dam or utility³³ that is external to a sheltered enclosure (structure). This includes, but is not limited to, the following Work: site clearing; grading; excavating backfilling; paving; curbs; gutters; sidewalks; culverts; bridges; lighting systems; traffic management systems; installing of utilities out from an exterior meter; fuel islands; communication towers; or other activities similar to highway and/or heavy Work.

- B. **Applicability of a Commercial Wage Decision.** A commercial Wage Decision applies to a Worker that is engaged in a construction activity or performing Work to construct a sheltered enclosure (structure) with walk-in access for the purpose of housing persons, machinery, equipment or supplies.³⁴ This includes, but is not limited to, the following Work: constructing foundations, aprons, stoops; framing walls; installing windows, doors, tiling, plumbing, electrical, HVAC systems; roofing; installing utilities into the building from an exterior meter.
- C. **Pay According to Wage Decision(s).**
1. **Contract with One Wage Decision.** If the Contract contains one Wage Decision, the Contractor must examine the Wage Decision and compensate the Worker at a minimum the Total Prevailing Wage Rate for the appropriate labor classification(s).
 2. **Contract with Multiple Highway/Heavy Wage Decisions.** If the Contract contains multiple Highway/Heavy Wage Decisions, the Contractor must examine each Wage Decision and compensate the Worker, at a minimum, the Total Prevailing Wage Rate that is the greatest³⁵ for the appropriate labor classification(s).
 3. **Contract with Highway/Heavy and Commercial Wage Decision(s).** If the Contract contains a Highway/Heavy and Commercial Wage Decision(s), the Contractor must first determine which Wage Decision is applicable to the Worker. The Contractor must then compensate the Worker, at a minimum, the Total Prevailing Wage Rate for the appropriate labor classification(s).
- D. **Must Pay Total Prevailing Wage Rate.** A Contractor must compensate each Worker, at a minimum, the Total Prevailing Wage Rate(s) for all hours worked on the project for the appropriate labor classification(s).³⁶
- E. **Missing Wage Rate.** If a Wage Decision fails to include a wage rate for a labor classification(s) that will be utilized on a project, the Contractor must obtain a wage rate prior to furnishing an estimate, quote or bid.³⁷
1. **Wage Rate Request.** A Contractor must complete a Request for Rate Assignment form³⁸ and submit it to the MnDOT LCU³⁹ for processing.
 2. **No Contract Price Adjustment for Missing Wage Rate.** If MnDLI determines that a higher wage rate applies, the Department will not reimburse the Contractor.
- F. **Salaried Worker.** A salaried Worker is not exempt from these Provisions. A Contractor must convert the Worker's salary to an average hourly rate of pay by dividing the Worker's salary by the total number of hours Worked (government and non-government) during the pay period.⁴⁰ A salaried Worker must be included on a CPR.
- G. **Reduction in Standard (Private) Contractual Regular Rate of Pay Prohibited.** A Contractor must not reduce a Worker's standard, contractual regular rate of pay when the prevailing wage rate(s) certified by the MnDLI is less.⁴¹

³³ Minn. R. 5200.1010, Subdivision 3

³⁴ United States Department of Labor All Agency Memorandum #130

³⁵ Minn. Stat. 177.44, Subdivision 4

³⁶ Minn. Stat. 177.44, Subdivision 1

³⁷ Minn. R. 5200.1030, Subpart 2a(C)

³⁸ <http://www.dot.state.mn.us/const/labor/documents/forms/request-for-rate-assignment.doc>

³⁹ lcusupport.dot@state.mn.us

⁴⁰ Refer to Appendix A

⁴¹ Minn. Stat. 181.03, Subdivision 1(2)

- H. **Prohibited Payment Practices.** A Contractor is prohibited from taking (accepting) a rebate for the purpose of reducing or otherwise decreasing the value of the compensation paid.
- I. **Prohibited Deductions.** No deductions, direct or indirect, may be made for the items listed below which when subtracted from wages would reduce the wages below Minnesota's minimum wage rate as established in section 177.24⁴²
1. **Uniforms.** Purchased or rented uniforms or specifically designed clothing that is required by the Employer, by the nature of employment, or by statute, or as a condition of employment, which is not generally appropriate for use except in that employment.
 2. **Equipment.** Purchased or rented equipment used in employment, except tools of a trade, a motor vehicle, or any other equipment which may be used outside the employment. The cost of the Worker's use of equipment used outside of employment, such as tools, a motor vehicle, cell phone, may be deducted only if an agreement between the Employer and employee existed prior to the deduction.
 3. **Supplies.** Consumable supplies required in the course of employment.
 4. **Travel Expenses.** Travel expenses in the course of employment except those incurred in traveling to and from the employee's residence and place of employment.

VII. HOURS OF WORK

- A. **Work Performed Under the Contract.** A Worker performing Work is subject to prevailing wage for all hours associated with the Contract⁴³, unless the Worker is exempt under state law.⁴⁴
- B. **Wait Time Subject to Prevailing Wage.** A Worker who is required to remain on the project and is waiting to Work because of the fault of the Contractor is considered "engaged to wait" and subject to prevailing wage for the time spent, unless the Worker is completely relieved of duty and free to leave the project for a defined period of time.

VIII. FRINGE BENEFITS

- A. **Funded Fringe Benefit Plan Criteria.** In order for a funded Fringe Benefit (e.g., health/medical insurance, disability insurance, life insurance, pension, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:⁴⁵
1. a contribution irrevocably made by a Contractor on behalf of an Worker to a financially responsible trustee, third person, fund, plan, or program;
 2. carried out under a financially responsible plan or program;
 3. legally enforceable;
 4. communicated in writing to the Worker; and
 5. made available to the Worker once he/she has met all eligibility requirements.
- B. **Unfunded Fringe Benefit Plan Criteria.** In order for a unfunded Fringe Benefit (e.g., vacation, holiday, sick leave, etc.) to be considered and creditable towards the Total Prevailing Wage Rate it must be:⁴⁶
1. reasonably anticipated to provide a benefit;
 2. a commitment that can be legally enforced;

⁴² Minn. Stat. 177.24, Subdivision 4(1-4)

⁴³ Minn. Stat. 177.44, Subdivision 1

⁴⁴ Minn. Stat. 177.44, Subdivision 2 or Minn. R. 5200.1106, Subpart 4

⁴⁵ Minn. Stat. 177.42, Subdivision 6

⁴⁶ Minn. Stat. 177.42, Subdivision 6

3. carried out under a financially responsible plan or program;
 4. communicated in writing to the Worker; and
 5. made available to the Worker once he/she has met all eligibility requirements.
- C. **Fringe Benefit Contributions for Hours Worked.** A Contractor that provides Fringe Benefits to a Worker must make contributions, not less than quarterly⁴⁷, for all hours worked,⁴⁸ including overtime hours, unless it's a defined benefit or contribution plan that provides for immediate participation and immediate or essentially immediate vesting (**see subpart D2 of this section**).
- D. **Hourly Fringe Benefit Credit.** An hourly Fringe Benefit credit toward the Total Prevailing Wage Rate must be determined separately for each Worker based on one or more of the following methods:
1. **Monthly, Quarterly or Annual Computation Methods.** A Contractor must compute its monthly, quarterly or annual cost of a particular Fringe Benefit and divide that amount by the estimated total number of hours worked (government and non-government) during the time frame used.⁴⁹ Typical plans that require monthly, quarterly or annual computations include but are not limited to: health/medical insurance, disability insurance, life insurance, vacation, holiday, sick leave and defined benefit or contribution pension plans that do not provide for immediate participation and immediate or essentially immediate vesting.
 2. **Fringe Benefit Credit not Requiring Monthly, Quarterly or Annual Computation Methods.** A defined benefit or contribution pension plan that allows for a higher hourly rate of contribution for government work (prevailing wage) than non-government (non-prevailing wage) will be fully credited only if the plan provides for immediate participation and immediate or essentially immediate vesting.
- E. **Wages In Lieu of Fringe Benefits.** A Contractor that does not provide full Fringe Benefits must compensate a Worker the difference between the Total Prevailing Wage Rate and the rate actually paid for the appropriate labor classification(s). The compensation paid is considered wages and subject to tax liabilities.
1. **Overtime.** The cash equivalent (wages paid) made in lieu of Fringe Benefits is excluded from the overtime calculation requirement, unless the cash equivalent (wages paid) is part of the Worker's standard straight time wage.
- F. **Administrative Costs Not Creditable.** Administrative expenses incurred by a Contractor in connection with the administration of a Bona Fide Fringe Benefit plan are not creditable towards the Total Prevailing Wage Rate.
- G. **Federal, State & Local Fringe Benefit Credit Prohibited.** No credit is allowed for benefits required by federal, state or local law, such as: worker's compensation, unemployment compensation, and social security contributions.⁵⁰

IX. OVERTIME

- A. **Overtime after 8 Hours per Day or 40 Hours per Week.** A Contractor must not permit or require a Worker to work longer than the prevailing hours of labor unless the Worker is paid for all hours in excess of the prevailing hours at a rate of at least 1.5 times the hourly basic rate of pay.⁵¹ The prevailing hours of labor is defined as not more than 8 hours per day and more than 40 hours per week.⁵²

⁴⁷ 29 CRF, Part 5.5(a)(1)(i)

⁴⁸ Government and non-government Work

⁴⁹ Refer to Appendix B

⁵⁰ Minn. Stat. 177.42, Subdivision 6

⁵¹ Minn. Stat. 177.44, Subdivision 1 and Refer to Appendix D

⁵² Minn. Stat. 177.42, Subdivision 4

- B. **Wages in Lieu of Fringe Benefits Overtime.** Wages paid in Lieu of Fringe Benefits must be paid for all hours worked under the contract.
- C. **Multiple Labor Classifications and Overtime.** A Worker employed in multiple labor classifications throughout a workweek must be compensated at the applicable labor classification overtime rate in effect during the hours worked in excess of 8 hours per day or 40 hours per week.
- D. **Federal Fair Labor Standards Act (FLSA) and Overtime.** A Contractor subject to the FLSA may be subject to additional overtime compensation requirements.

X. PAYROLLS AND STATEMENTS

- A. **Reporting.** Each Contractor that is performing Work must submit a CPR(s) to the Department.
 - 1. **Payroll Report (Paper).** Each Contractor performing Work must submit a paper (written) payroll report to the Department. The payroll report is available on the MnDOT LCU website.⁵³
 - 2. **Statement of Compliance (Paper).** Each Contractor's paper (written) payroll report must include a paper (written) "Statement of Compliance Form". The "Statement of Compliance Form" must: (1) state whether or not Fringe Benefits are provided to a Worker; (2) provide a description of each benefit, the hourly contribution made on behalf of each Worker, along with fund/plan information; and (3) a signature attesting that the payroll and Fringe Benefit information provided is truthful and accurate.⁵⁴
 - 3. **Electronic Reporting.** If the Contract is subject to electronic reporting, each Contractor performing Work must submit a CPR(s) using the AASHTOWare, Civil Rights Labor (CRL) system. Refer to the **Special Provisions Division S – "Electronic Submission of Payrolls and Statements"** which is incorporated into and found elsewhere in the Contract for detailed requirements.
- B. **Biweekly Payroll Reporting and Payment of Wages.** A CPR(s) must be submitted no later than 14 calendar days after the end of each Contractor's pay period⁵⁵ to the Department. A Contractor must pay its employees at least once every 14 calendar days.⁵⁶
- C. **Payroll Report Data.** Each payroll report must include all Workers that performed Work and provide at a minimum the following information:⁵⁷
 - 1. Contractor's name, address, and telephone number.
 - 2. State project number.
 - 3. Contract number (if applicable).
 - 4. Project number.
 - 5. Payroll report number.
 - 6. Project location.
 - 7. Workweek end date.
 - 8. Each Worker's name, home address, and social security number.⁵⁸
 - 9. Labor classification(s) title(s) and optional three-digit code for each Worker.

⁵³ www.dot.state.mn.us/const/labor/certifiedpayroll.html

⁵⁴ Minn. R. 5200.1106, Subpart 10

⁵⁵ Minn. Stat. 177.43, Subdivision 3

⁵⁶ Minn. Stat. 177.30 (a)(4)

⁵⁷ Minn. Stat. 177.30 (a)(1-4) and Minn. R. 5200.1106, Subpart 10

⁵⁸ Minn. R. 5200.1106, Subpart 10A & Minn. Stat. 13.355, Subdivision 1

10. Hours worked daily and weekly in each labor classification, including overtime hours, for each Worker.
11. Wage rate paid to each Worker for straight time and overtime.
12. Authorized legal deductions for each Worker.
13. Project gross amount, weekly gross amount, and net wages paid to each Worker.

- D. **Prime Contractor to Ensure Compliance.** The Prime Contractor must review the CPR(s) submitted by each lower tier Contractor and sign the “Statement of Compliance Form”.⁵⁹ The Prime Contractor must ensure that each lower tier Contractor’s CPR(s) include all Workers that performed Work and accurately reflect labor classifications, hours worked, regular and overtime rates of pay, gross earnings for the project and Fringe Benefits.⁶⁰
- E. **Retention of CPR(s).** The Prime Contractor must keep its written CPR(s), including those of all lower tier Contractors, for three (3) years after the final payment is issued.⁶¹
- F. **Retention of Employment-Related Records.** Each Contractor must keep employee records, including, but not limited to: Fringe Benefit statements, time cards, payroll ledgers, check registers and canceled checks⁶² for at least three (3) years after the final payment is issued.⁶³ Other laws may have longer retention requirements.
- G. **Detailed Earning Statement.** At the end of each pay period, each Contractor must provide every Worker, in writing or by electronic means, an accurate, detailed earnings statement.⁶⁴
- H. **Reports and Records Request.** Upon a request from the Department, the Prime Contractor must promptly furnish copies of CPR(s) for its Workers and those of all lower tier Contractors, along with employment-related records, documents, and agreements that the Department considers necessary to determine compliance.⁶⁵

XI. APPRENTICES, TRAINEES AND HELPERS

- A. **Apprentice.** An Apprentice will be permitted to Work at less than the prevailing basic hourly rate only if the Apprentice is:
1. Registered with the U.S. Department of Labor (DOL), Bureau of Apprenticeship and Training or MnDLI Division of Voluntary Apprenticeship.⁶⁶
 2. Performing Work of the trade, as described in the apprenticeship agreement.
 3. Compensated according to the rate specified in the program for the level of progress.⁶⁷
 4. Supervised by a Journeyworker from the same company, in accordance with the program ratio requirements.⁶⁸
- B. **Ratio Requirement.** If an approved apprenticeship program fails to define a ratio allowance, the first Apprentice must be supervised by a Journeyworker within the same trade or occupation. Any subsequent Apprentice must be supervised by an additional three Journeyworkers.⁶⁹

⁵⁹ MnDOT Standard Specifications for Construction, Section 1701

⁶⁰ MnDOT Standard Specifications for Construction, Section 1801

⁶¹ Minn. Stat. 177.30 (a)(5)

⁶² Minn. R. 5200.1106, Subpart 10

⁶³ Minn. Stat. 177.30 (a)(5)

⁶⁴ Minn. Stat. 181.032

⁶⁵ Minn. Stat. 177.44, Subdivision 7; Minn. Stat. 177.33(a)(5)

⁶⁶ Minn. R. 5200.1070, Subpart 1

⁶⁷ Minn. R. 5200.1070, Subpart 1 and Refer to Appendix C

⁶⁸ Minn. Stat. 178.036, Subdivision 5

⁶⁹ Minn. Stat. 178.036, Subdivision 5

- C. **Failure to Comply with Apprenticeship Requirements.** If a Contractor fails to demonstrate compliance with the terms established in this section, the Contractor must compensate the Apprentice not less than the applicable Total Prevailing Wage Rate for the actual classification of labor performed.⁷⁰
- D. **Trainee and Helper.** A trainee or helper is not exempt from prevailing wage under state law. The Contractor must assign the trainee or helper a labor classification that is the "same or most similar"⁷¹ and compensate the trainee or helper for the actual Work performed regardless of the trainee's or helper's skill level.

XII. INDEPENDENT CONTRACTORS, OWNERS, SUPERVISORS, AND FOREMAN

- A. **Independent Contractor.** An independent contractor (IC) that is not an Independent Truck Owner/Operator (ITO), who is performing Work must be properly classified and compensated.⁷² The IC must submit a CPR(s) to the Department. If the IC does not receive an hourly wage, but instead a weekly, biweekly, monthly or quarterly distribution for performance, the IC must calculate its hourly rate of pay by dividing the weekly, biweekly, monthly, or quarterly company distribution by all hours worked during that time frame and report the information on a CPR. If necessary, the Department may request documentation from the IC to determine how the hourly wage rate was calculated.⁷³
- B. **Owners, Supervisors and Foreman.** An owner, supervisor, or foreman performing Work is subject to prevailing wage and must be properly classified, compensated and reported.⁷⁴

XIII. TRUCKING

- A. **Covered Hauling Activities.** A Contractor must ensure that all Workers, including hired Trucking Brokers, MTOs and ITOs are paid the applicable Total Prevailing Wage Rate or truck rental rate for the following Work:
1. The hauling of any or all stockpiled or excavated materials on the project work site to other locations on the same project even if the truck leaves the work site at some point.⁷⁵
 2. The delivery of materials from a non-commercial establishment to the project and the return haul to the starting location either empty or loaded.⁷⁶
 3. The delivery of materials from another construction project site to the public works project and the return haul, either empty or loaded. Construction projects are not considered commercial establishments.⁷⁷
 4. The hauling required to remove any materials from the project to a location off the project site and the return haul, either empty or loaded from other than a commercial establishment.⁷⁸
 5. The delivery of materials or products by trucks hired by a Contractor, subcontractor, or agent thereof, from a commercial establishment.⁷⁹
 6. The delivery of sand, gravel, or rock, by or for a commercial establishment, which is deposited "substantially in place," either directly or through spreaders from the transporting vehicles is work under the contract. In addition, the return haul to the off-site facility empty or loaded is also considered work under the contract.⁸⁰

⁷⁰ Minn. R. 5200.1070, Subpart 3

⁷¹ Minn. Stat. 177.44, Subdivision 1

⁷² Minn. Stat. 177.44, Subdivision 1

⁷³ Minn. Stat. 177.30(a)(5); Minn. Stat. 181.723

⁷⁴ Minn. Stat. 177.44, Subdivision 1

⁷⁵ Minn. R. 5200.1106, Subpart 3B(1)

⁷⁶ Minn. R. 5200.1106, Subpart 3B(2)

⁷⁷ Minn. R. 5200.1106, Subpart 3B(3)

⁷⁸ Minn. R. 5200.1106, Subpart 3B(4)

⁷⁹ Minn. R. 5200.1106, Subpart 3B(5)

⁸⁰ Minn. R. 5200.1106, Subpart 3B(6)

- B. **Hauling Activities Not Subject to Prevailing Wage or Truck Rental Rates.** A Contractor may exclude a Worker, including hired Trucking Brokers, MTOs and ITOs from prevailing wage or truck rental rates for the Work described in (1-2) of this section. However, this Work may be considered hours worked and subject to standard compensation pursuant to the Minnesota Fair Labor Standards Act.
1. The delivery of processed or manufactured goods to a public works project by the employees of a commercial establishment including truck owner-operators hired by and paid by the commercial establishment, unless it is the delivery of mineral aggregate that is incorporated into the work under the contract by depositing the material substantially in place.⁸¹
 2. The delivery of oil offsite, as an example, to a Prime Contractor's permanent (commercial) asphalt mixing facility that is not to, from, or on the project Work site.⁸²
- C. **Repair, Maintenance & Waiting to Load Time.** An ITO and MTO must be paid the truck rental rate for time spent repairing or maintaining the truck owner-operator's equipment, and for waiting to load or unload if the repair, maintenance, or wait time is the fault of the Trucking Broker, Contractor, its agent or employees.⁸³
- D. **Month End Trucking Report.** A Contractor that acquires the services of an ITO or MTO must submit a "MnDOT – MTO and/or ITO Month-End Trucking Report", and a "MnDOT – Month-End Trucking Statement of Compliance Form" to the Department for each month hauling activities are performed under the Contract.⁸⁴ The forms are available on the MnDOT LCU website.⁸⁵
- E. **Broker Fee.** A truck broker contracting to provide trucking services directly to a prime contractor or subcontractor is allowed to assess a broker fee.

XIV. OFF-SITE FACILITIES

- A. **Off-Site Facility Activities Subject to Prevailing Wage.** A Contractor must ensure that all Workers performing Work at a covered off-site facility are paid the applicable Total Prevailing Wage Rate for the following Work:
1. The processing or manufacturing of material at a Prime Contractor's off-site facility that is not a separately held commercial establishment.⁸⁶
 2. The processing or manufacturing of material at an off-site facility that is not considered a commercial establishment.⁸⁷
- B. **Off-Site Facility Activities Not Subject to Prevailing Wage.** A Contractor may exclude a Worker from prevailing wage for the following work:
1. The processing or manufacturing of material or products by or for a commercial establishment.⁸⁸
 2. The work performed by Workers employed by the owner or lessee of a gravel or borrow pit that is a commercial establishment, even if the screening, washing or crushing machines are portable.⁸⁹

XV. SUBCONTRACTING PART OF THE CONTRACT

⁸¹ Minn. R. 5200.1106, Subpart 4(C)

⁸² J.D. Donovan, Inc. vs. Minnesota Department of Transportation, 878 N.W.2d 1 (2016)

⁸³ Minn. R. 5200.1106, Subpart 8(A)(1)

⁸⁴ Minn. R. 5200.1106, Subpart 10

⁸⁵ <http://www.dot.state.mn.us/const/labor/forms.html>

⁸⁶ ALJ Findings of Fact, Conclusions of Law, and Recommendation, Conclusions (7), Case #12-3000-11993-2

⁸⁷ Minn. R. 5200.1106, Subpart 3(A)

⁸⁸ Minn. R. 5200.1106, Subpart 4(A)

⁸⁹ Minn. R. 5200.1106, Subpart 4(B)

The Prime Contractor must include the Contract Special Provisions, Wage Decision(s) and Truck Rental Rate Schedule in all Subcontracts, agreements and purchase orders with lower tier Contractors.⁹⁰ This requirement also applies to all lower tier subcontractors.

XVI. SITE OF WORK REQUIREMENTS

- A. **Poster Board.** The Prime Contractor must construct and display a poster board containing all required posters. The poster board must be accurate, legible, and accessible to all project Workers from the first day of Work until the project is one hundred percent (100%) complete.⁹¹ A poster board at an off-site location, or inside a construction trailer, does not meet this requirement.
- B. **How to Obtain a Poster Board.** The Prime Contractor may obtain the required posters and the necessary contact information that is required to be inserted on each poster by visiting the MnDOT LCU website.⁹²
- C. **Employee Interviews.** The Contractor must permit representatives from the Department or other governmental entities⁹³ to interview Workers at any time during working hours on the project.⁹⁴

XVII. CHILD LABOR

- A. **No Worker under the Age of 18.** No Worker under the age of 18 is allowed to perform Work on a Project Site, except pursuant to Section XVII B below.⁹⁵
- B. **Parental Supervision.** A Worker under the age of 18 may perform Work on a Project Site if all of the following criteria are met:
 1. The Contractor (Employer) is not subject to FLSA.
 2. The Worker is employed in a corporation owned solely by one or both parents.
 3. The Worker is supervised by the parent(s).
 4. The Worker is not working in a hazardous occupation.⁹⁶
- C. **Removal of Minor from Project.** The Engineer or inspector may remove a Worker that appears to be under the age of 18 from the Project Site until the Contractor or Worker can demonstrate proof of age and compliance with all applicable federal and state regulations.⁹⁷

XVIII. NON-COMPLIANCE AND ENFORCEMENT

- A. **Case-by-Case Enforcement.** The Department has the authority to enforce the prevailing wage law on a case-by-case.⁹⁸
- B. **Prime Contractor Responsible for Unpaid Wages.** The Prime Contractor will be held liable for any unpaid wages to its Workers or those of any lower tier Contractor.⁹⁹
- C. **Enforcement Options.** If evidence shows that a Contractor has violated prevailing wage requirements, or these Special Provisions, the Department may, after written notice, implement one or more of the following:

⁹⁰ MnDOT Standard Specifications for Construction, Section 1801

⁹¹ Minn. Stat. 177.44, Subdivision 5

⁹² www.dot.state.mn.us/const/labor/posterboards

⁹³ MnDLI, U.S. DOL., U.S. Department of Transportation, Federal Highways Administration

⁹⁴ MnDOT Standard Specifications for Construction, Section 1511

⁹⁵ Minn. R. 5200.0910, Subpart F; 29 CFR Part 570.2(a)(ii)

⁹⁶ Minn. R. 5200.0930, Subpart 4

⁹⁷ Minn. Stat. 181A.06, Subdivision 4; MnDOT Standard Specifications for Construction, Section 1701

⁹⁸ See International Union of Operating Engineers, Local 49 v. MnDOT, No. C6-97-1582, 1998 WL 74281, at *2 (Minn. App. Feb. 24, 1998)

⁹⁹ MnDOT Standard Specifications for Construction, Section 1801

1. **Withholding Payment.** The Department may withhold from the Prime Contractor payments relating to prevailing wage underpayments.¹⁰⁰
2. **Non-Responsible Contractor.** The Department may reject a bid from a Prime Contractor that has received two (2) or more Determination Letters within a three (3) year period from the Department finding an underpayment by the Contractor to its own employees.¹⁰¹
3. **Default.** The Department may take the prosecution of the Work out of the hands of the Prime Contractor, place the Contractor in default, and terminate the Contract for failure to comply.¹⁰²
4. **Suspension or Debarment.** The Department may refer violations and matters of non-compliance by a Contractor to the Minnesota Department of Administration for suspension or debarment proceedings.¹⁰³
5. **County Attorney.** The Department may refer suspected criminal violations by Contractor to the appropriate local county attorney for prosecution.¹⁰⁴
6. **Financial Penalties.** Any Contractor who violates the state prevailing wage law is guilty of a misdemeanor and may be fined not more than \$300 or imprisoned not more than 90 days or both. Each day that the violation continues is a separate offense.¹⁰⁵ A Contractor may be fined up to \$1,000 for each failure to maintain records.¹⁰⁶
7. **False Claims Act Violation.** All required payroll and certification reports are legal documents; knowing falsification of the documents by a Contractor may result in civil action and/or criminal prosecution¹⁰⁷ and may be grounds for debarment proceedings.¹⁰⁸
8. **Compliance Order.** The Department may request that MnDLI issue a compliance order to a Contractor for violations of the state prevailing wage law. If the Contractor is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.¹⁰⁹
9. **Private Right of Action.** The Department may direct an employee to pursue a civil action in district court against its Employer for failure to comply with the proper payment of wages.¹¹⁰ If the Employer is found to have committed a violation, liquidated damages and other costs may be assessed against the Employer.¹¹¹
10. **Fringe Benefits; Misdemeanor.** A Contractor that is obligated to deposit Fringe Benefit contributions on behalf of a Worker into a financially responsible trustee, third person, fund, plan, or program and fails to make timely contributions is guilty of a gross misdemeanor or other violations under federal law.¹¹²

¹⁰⁰ MnDOT Standard Specifications for Construction, Section 1906

¹⁰¹ Minn. Stat. 16C.285

¹⁰² MnDOT Standard Specifications for Construction, Section 1808

¹⁰³ Minn. R. 1230.1150, Subpart 2(A)(4)

¹⁰⁴ Minn. Stat. 177.44, Subdivision 7

¹⁰⁵ Minn. Stat. 177.44, Subdivision 6

¹⁰⁶ Minn. Stat. 177.30(b)

¹⁰⁷ Minn. Stat. 15C.02; , Minn. Stat. 161.315; Minn. Stat. 177.32; Minn. Stat. 177.43, Subdivision 5, Minn. Stat. 609.63

¹⁰⁸ Minn. Stat. 161.315 and Minn. Stat. 609.63

¹⁰⁹ Minn. Stat. 177.43, Subdivision 6a

¹¹⁰ Minn. Stat. 177.27, Subdivision 8

¹¹¹ Minn. Stat. 177.27, Subdivision 10

¹¹² Minn. Stat. 181.74, Subdivision 1

**THE FOLLOWING APPENDICES ARE FOR
EXPLANATORY PURPOSES ONLY.
FOR SPECIFIC QUESTIONS, PLEASE CONTACT LCU.¹¹³**

APPENDIX A**SALARIED WORKER WAGE COMPUTATION**

Salaried Workers. In order to convert the Worker's salary into an hourly rate of pay, divide the employee's weekly, bi-weekly or monthly earnings by the total number of hours Worked (government and non-government), including overtime hours for the time period used.¹¹⁴

$$\text{\$800.00 (weekly salary) / 40 (total weekly hours) = \$20.00}$$

$$\text{\$1,600.00 (bi-weekly salary) / 80 (total bi-weekly hours) = \$20.00}$$

$$\text{\$3,200.00 (monthly salary) / 160 (total monthly hours) = \$20.00}$$

APPENDIX B**FRINGE BENEFIT CREDIT**

Fringe Benefit Credit Calculation. The Employer contributes monthly (\$600.00) for medical insurance on behalf of a Worker. In order to calculate the projected hourly credit that the Employer can take, the Employer should: (1) add the monthly contributions for each Worker, (2) multiply by twelve (12) months, and (3) divide the total cost of the benefit by the total hours worked (government and non-government)¹¹⁵ (see annual example below). Quarterly and monthly examples are also provided.

Annual: $(\$600.00) \times (12 \text{ months}) = \$7,200.00$
 $(\$7,200.00) / (2080 \text{ hours}) = \underline{\text{\$3.46 per hour credit}}$

Quarterly: $(\$600.00) \times (3 \text{ months}) = \$1,800.00$
 $(\$1,800.00) / (520 \text{ hours}) = \underline{\text{\$3.46 per hour credit}}$

Monthly: $(\$600.00) \times (1 \text{ month}) = \600.00
 $(\$600.00) / (173 \text{ hours}) = \underline{\text{\$3.47 per hour credit}}$

End of Year Self-Audit. At the end of the calendar year, the Contractor must conduct an audit to determine if the hourly fringe benefit credit taken for each Worker was accurate. The Contractor must calculate the total annual fringe benefits paid on behalf of each Worker and divide that amount by the total number of hours worked (government and non-government) by that Worker. If the hourly fringe benefit credit was less than what was reported on a CPR, the contractor must compensate the Worker the hourly difference, multiplied by the total hours worked under the Contract.

APPENDIX C**APPRENTICE RATE OF PAY**

State Requirements. The Apprentice must be compensated according his/her level of progress, which is expressed as a percentage of the Journeyworker wage that is established in the program.

$$\text{Journeyworker Wage Established in Program} = \text{\$25.00}$$

$$\text{Apprentice Level of Progress} = \underline{\text{60\%}}$$

$$\text{\$25.00} * (.60) = \text{\$15.00}$$

¹¹³ lcu-support.dot@state.mn.us or (651) 366-4238

¹¹⁴ United States Department of Labor Field Operation Handbook, Section 15f08

¹¹⁵ United States Department of Labor Field Operation Handbook, Section 15f12

APPENDIX D

PREVAILING WAGE OVERTIME CALCULATION

Overtime Hourly Rate of Pay. Here is the formula to calculate the required minimum overtime.¹¹⁶

$$OT = (PW * .5) + (HW) + (RF) + (F)$$

Definition of OT Acronyms

OT: overtime.

PW: the basic hourly prevailing wage rate established in a federal and/or state prevailing Wage Decision.

HW: hourly wage rate paid to a Worker.

RF: remaining fringe, which means the difference between the Contract hourly Fringe Benefit rate and the actual hourly Fringe Benefit rate paid by the Contractor to a third party on behalf of a Worker.

F: Fringe Benefit contributions that are bona-fide and contributed by an Employer to a third party on behalf of a Worker.

The Total Prevailing Wage Rate for a Worker is \$30.00, which is comprised of an hourly basic rate of \$20.00 and an hourly fringe rate of \$10.00. The table below includes various hourly basic and Fringe Benefit payments that a Contractor could potentially make to a Worker.

OT CALCULATION FORMULA AND EXAMPLES				
$OT = (PW * .5) + (HW) + (RF) + (F)$				
Hourly Wage Paid	Fringe Benefits Paid	<u>Payment To Employee</u> $(PW * .5) + (HW) + (RF)$	<u>Fringe Payment</u> + (F)	<u>Total Payment</u> = OT
\$ 20.00	\$ 10.00	$(\$ 20.00 * .5) + (\$ 20.00) + (\$ 0.00) = \$ 30.00$	+ \$ 10.00	= \$ 40.00
\$ 18.00	\$ 12.00	$(\$ 20.00 * .5) + (\$ 18.00) + (\$ 0.00) = \$ 28.00$	+ \$ 12.00	= \$ 40.00
\$ 22.00	\$ 8.00	$(\$ 20.00 * .5) + (\$ 22.00) + (\$ 0.00) = \$ 32.00$	+ \$ 8.00	= \$ 40.00
\$ 30.00	\$ 0.00	$(\$ 20.00 * .5) + (\$ 30.00) + (\$ 0.00) = \$ 40.00$	+ \$ 0.00	= \$ 40.00
\$ 24.00	\$ 4.00	$(\$ 20.00 * .5) + (\$ 24.00) + (\$ 2.00) = \$ 36.00$	+ \$ 4.00	= \$ 40.00

Regarding the last example the Contractor would be required to pay an additional \$2.00 to the Worker, which is wages in lieu of fringe for a straight time hourly rate of \$26.00 not \$24.00.

A Contractor subject to the Fair Labor Standards Act (FLSA) may be subject to additional overtime compensation requirements.

¹¹⁶ United States Department of Labor Field Operation Handbook, Section 15k

To the City of Apple Valley

According to the advertisement of the City of Apple Valley inviting proposals for the improvement of the section of highway hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, all on file in the office of the Auditor of the City of Apple Valley.

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans, Specifications and Special Provisions for the improvement.

(I)(We) understand that the quantities of work shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased within the limits specified in MnDOT 1903 and 1402, are to be done at the unit prices shown on the attached schedule; that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in MnDOT 1301.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis, as provided in MnDOT 1904.

(I)(We) further propose to execute the form of Contract within 10 days after receiving written notice of award, as provided in MnDOT 1306.

(I)(We) further propose to furnish a Payment Bond and a Performance Bond each equal to the Contract Amount as required by MN Statute § 574.26, as security for the construction and completion of the improvement according to the Plans, Specifications and Special Provisions as provided in MnDOT 1305.

(I)(We) further propose to do all work according to the Plans, Specifications and Special Provisions, and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the Project by the City of Apple Valley.

(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the Special Provisions for the improvement.

(I)(We) assign to the City of Apple Valley all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

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NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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**MINNESOTA DEPARTMENT OF TRANSPORTATION
NOTICE TO BIDDERS:
SUSPENSIONS/DEBARMENTS
THIS NOTICE APPLIES TO STATE-FUNDED AND FEDERALY-FUNDED PROJECTS**

Do not use suspended or debarred parties as subcontractors or material suppliers on this project!

Both the federal government and the State of Minnesota suspend and debar vendors. Review the list of suspended and debarred vendors before submitting a bid or a request to sublet. If your bid is based on using a suspended or debarred vendor, you will not be entitled to additional compensation for replacing the suspended or debarred vendor with a qualified vendor.

State Suspensions and Debarments

The State of Minnesota's list of suspended and debarred vendors is maintained by the Minnesota Department of Administration, Office of State Procurement, and can be found at this link: <http://www.mmd.admin.state.mn.us/debarredreport.asp> . This list includes vendors suspended and debarred by the Department of Administration and MnDOT.

Federal Suspensions and Debarments

The federal government maintains a searchable database of suspensions and debarments, called the System for Award Management (SAM), which is found at this link: <https://www.sam.gov/SAM/> . You can use the "Search Records" function without registering for an account.

November 9, 2020 (MnDOT orig.)

July, 2023 (replace State Aid doc)

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NOTICE TO BIDDERS

Minnesota Statutes require prompt payment to subcontractors:

Minn. Stat. § 471.425 PROMPT PAYMENT OF LOCAL GOVERNMENT BILLS.

Subdivision 1. **Definitions.** For the purposes of this section, the following terms have the meanings here given them.

. . . (d) "Municipality" means any home rule charter or statutory city, county, town, school district, political subdivision or agency of local government. "Municipality" means the Metropolitan Council or any board or agency created under chapter 473.

. . . Subd. 4a. **Prompt payment to subcontractors.** Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

Minn. Stat. § 15.72 PROGRESS PAYMENTS ON PUBLIC CONTRACTS; RETAINAGE.

. . . Subd. 2. **Retainage.** . . . (c) A contractor on a public contract for a public improvement must pay all remaining retainage to its subcontractors no later than ten days after receiving payment of retainage from the public contracting agency, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the contractor must pay out retainage to any subcontractor whose work is not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

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MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 09

Counties within region:

- ANOKA-02
- CARVER-10
- CHISAGO-13
- DAKOTA-19
- HENNEPIN-27
- RAMSEY-62
- SCOTT-70
- WASHINGTON-82

Effective: 2024-11-18 Revised: 2024-12-09

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations on MnDOT highways and road projects should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

All other prevailing wage violations and questions should be sent to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)					
101	LABORER, COMMON (GENERAL LABOR WORK)	2024-11-18	41.63	24.74	66.37
		2025-05-01	44.00	26.12	70.12
102	LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2024-11-18	41.63	24.74	66.37
		2025-05-01	44.00	26.12	70.12

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
103	LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2024-11-18	30.04	21.53	51.57
		2025-05-01	31.66	22.78	54.44
104	FLAG PERSON	2024-11-18	41.63	24.74	66.37
		2025-05-01	44.00	26.12	70.12
105	WATCH PERSON	2024-11-18	38.23	24.19	62.42
		2025-05-01	40.60	25.57	66.17
106	BLASTER	2024-11-18	22.08	6.87	28.95
107	PIPELAYER (WATER, SEWER AND GAS)	2024-11-18	45.13	24.74	69.87
		2025-05-01	47.50	26.12	73.62
108	TUNNEL MINER	2024-11-18	43.13	24.74	67.87
		2025-05-01	45.50	26.12	71.62
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2024-11-18	43.13	24.74	67.87
		2025-05-01	45.50	26.12	71.62
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2024-11-18	41.63	24.74	66.37
		2025-05-01	44.00	26.12	70.12
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2024-11-18	41.63	24.74	66.37

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
	2025-05-01	44.00	26.12	70.12
112	2024-11-18	16.28	4.07	20.35
QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.				
SPECIAL EQUIPMENT (201 - 204)				
201	2024-11-18	44.67	26.90	71.57
	2025-05-05	46.25	29.40	75.65
202	2024-11-18	47.25	26.90	74.15
	2025-05-05	48.96	29.40	78.36
203	2024-11-18	30.04	21.53	51.57
LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS				
	2025-05-01	31.66	22.78	54.44
204	2024-11-18	44.67	26.90	71.57
	2025-05-05	46.25	29.40	75.65
205	2024-11-18	38.90	23.49	62.39
PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.				

HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 2	2024-11-18	45.61	26.90	72.51
	2025-05-05	47.24	29.40	76.64
302				HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)
303				CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)
304				ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)
305				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
306				GRADER OR MOTOR PATROL
307				PILE DRIVING (HIGHWAY AND HEAVY ONLY)
308				TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)
GROUP 3	2024-11-18	45.01	26.90	71.91
	2025-05-05	46.61	29.40	76.01
309				ASPHALT BITUMINOUS STABILIZER PLANT
310				CABLEWAY
311				CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)
312				DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)
313				DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
314				DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER
315				FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)
316				LOCOMOTIVE CRANE OPERATOR
317				MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE
318				MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)
319				TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)
320				TANDEM SCRAPER
321				TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)
322				TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)
GROUP 4	2024-11-18	44.67	26.90	71.57
	2025-05-05	46.25	29.40	75.65
323				AIR TRACK ROCK DRILL
324				AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)
325				BACKFILLER OPERATOR
326				CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)
327				BITUMINOUS ROLLERS, RUBBER TIERED OR STEEL DRUMMED (EIGHT TONS AND OVER)
328				BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)
329				BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
330				CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS
331				CHIP HARVESTER AND TREE CUTTER
332				CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE
333				CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)
334				CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)
335				CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT
336				CURB MACHINE
337				DIRECTIONAL BORING MACHINE
338				DOPE MACHINE (PIPELINE)
339				DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)
340				DUAL TRACTOR
341				ELEVATING GRADER
342				FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)
343				FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)
344				FRONT END, SKID STEER OVER 1 TO 5 C YD
345				GPS REMOTE OPERATING OF EQUIPMENT
346				HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)
347				HYDRAULIC TREE PLANTER
348				LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)
349				LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)
350				MILLING, GRINDING, PLANING, FINE GRADE, OR TRIMMER MACHINE
351				MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)
352				PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE
353				PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)
354				PIPELINE WRAPPING, CLEANING OR BENDING MACHINE
355				POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)
356				POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES
357				PUGMILL
358				PUMPCRETE (HIGHWAY AND HEAVY ONLY)
359				RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)
360				SCRAPER
361				SELF-PROPELLED SOIL STABILIZER
362				SLIP FORM (POWER DRIVEN) (PAVING)
363				TIE TAMPER AND BALLAST MACHINE
364				TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)
365				TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)
366				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
367				
368				
GROUP 5	2024-11-18	41.36	26.90	68.26
	2025-05-05	42.77	29.40	72.17
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GROUP 6	2024-11-18	40.02	26.90	66.92
	2025-05-05	41.37	29.40	70.77
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LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
TRUCK DRIVERS				
GROUP 1	2024-11-18	39.00	23.70	62.70
	2025-04-28	41.35	24.70	66.05
601				MECHANIC . WELDER
602				TRACTOR TRAILER DRIVER
603				TRUCK DRIVER (HAULING MACHINERY INCLUDING OPERATION OF HAND AND POWER OPERATED WINCHES)
GROUP 2	2024-11-18	34.70	21.75	56.45
604				FOUR OR MORE AXLE UNIT, STRAIGHT BODY TRUCK
GROUP 3	2024-11-18	34.60	21.76	56.36
605				BITUMINOUS DISTRIBUTOR DRIVER
606				BITUMINOUS DISTRIBUTOR (ONE PERSON OPERATION)
607				THREE AXLE UNITS
GROUP 4	2024-11-18	37.54	21.76	59.30
608				BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)
609				DUMP PERSON
610				GREASER
611				PILOT CAR DRIVER
612				RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS
613				TWO AXLE UNIT
614				SLURRY OPERATOR
615				TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)
616				TRACTOR OPERATOR, UNDER 50 H.P.
SPECIAL CRAFTS				
701	2024-11-18	47.10	24.40	71.50
				HEATING AND FROST INSULATORS
702	2024-11-18	46.00	31.93	77.93
				BOILERMAKERS
	2025-01-01	48.35	31.93	80.28
703	2024-11-18	48.23	26.53	74.76
				BRICKLAYERS
704	2024-11-18	46.07	29.42	75.49
				CARPENTERS
	2025-01-01	46.07	29.42	75.49
	2025-05-01	49.82	29.92	79.74

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVVAGE@STATE.MN.US</u>			
706	CEMENT MASONS	2024-11-18	47.57	25.72	73.29
		2025-05-01	51.23	26.22	77.45
707	ELECTRICIANS	2024-11-18	56.00	34.39	90.39
		2025-05-01	60.40	34.39	94.79
711	GROUND PERSON	2024-11-18	37.77	20.38	58.15
712	IRONWORKERS	2024-11-18	44.85	35.72	80.57
713	LINEMAN	2024-11-18	50.86	23.57	74.43
714	MILLWRIGHT	2024-11-18	43.44	33.37	76.81
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2024-11-18	45.50	27.69	73.19
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2024-11-18	45.71	29.73	75.44
		2025-01-01	45.71	29.73	75.44
		2025-05-01	49.46	30.23	79.69
717	PIPEFITTERS . STEAMFITTERS	2024-11-18	55.94	34.50	90.44
719	PLUMBERS	2024-11-18	56.73	31.52	88.25
		2025-05-01	61.28	31.52	92.80
721	SHEET METAL WORKERS	2024-11-18	53.71	34.57	88.28
		2025-05-01	57.96	34.57	92.53
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLI.PREVVAGE@STATE.MN.US</u>			
724	TILE SETTERS	2024-11-18	34.76	23.29	58.05
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE	
727	WIRING SYSTEM TECHNICIAN	2024-11-18	47.73	22.24	69.97
		2025-07-01	51.07	23.52	74.59
728	WIRING SYSTEMS INSTALLER	2024-11-18	33.44	17.82	51.26
		2025-07-01	35.78	18.73	54.51
729	ASBESTOS ABATEMENT WORKER	2024-11-18	39.86	24.11	63.97
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL <u>DLLPREVWAGE@STATE.MN.US</u>			

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Dec. 18, 2023

Notice of truck rental rate certification and effective date

The Department of Labor and Industry (DLI) commissioner has certified the minimum truck rental rates for state-funded highway projects effective Dec. 18, 2023. This certification follows the publication of the Notice of Truck Rental Rate Determination in the State Register on Nov. 27, 2023, and the informal conference held pursuant to Minnesota Rules, part 5200.1105 on Dec. 11, 2023.

According to Minnesota Rules, part 5200.1105, the purpose of the informal conference was for DLI to obtain further input regarding the determined rates prior to the certification. No written input regarding the determination was received by DLI prior to the informal conference.

The truck rental rate is determined for each equipment type by adding the average hourly cost of operating the vehicle to the certified prevailing-wage rate for the driver. The average hourly operating costs are determined by voluntary survey of truck owner operators, trucking contractors and trucking firms. Cost data used in DLI's analysis must be representative of five trucking firms of various size and five independent truck owner operators for each type of truck.

The determination of the minimum truck rental rates by region are as follows.

Three-axle units

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$58.61	\$37.35	\$95.96
	Increase May 1, 2024	\$61.54	\$37.35	\$98.89
Region 2	Certification date	\$51.97	\$37.35	\$89.32
	Increase May 1, 2024	\$54.57	\$37.35	\$91.92
Region 3	Certification date	\$45.02	\$37.35	\$82.37
Region 4	Certification date	\$51.97	\$37.35	\$89.32

Region	Effective date	607 driver rate	Operating cost	Truck rental rate
	Increase May 1, 2024	\$54.57	\$37.35	\$91.92
Region 5	Certification date	\$39.50	\$37.35	\$76.85
Region 6	Certification date	\$54.16	\$37.35	\$91.51
Region 7	Certification date	\$46.65	\$37.35	\$84.00
Region 8	Certification date	\$32.16	\$37.35	\$69.51
Region 9	Certification date	\$56.36	\$37.35	\$93.71
Region 10	Certification date	\$55.96	\$37.35	\$93.31

Four or more axle units

Region	Effective date	604 driver rate	Operating cost	Truck rental rate
Region 1	Certification date	\$58.71	\$51.50	\$110.21
	Increase May 1, 2024	\$61.65	\$51.50	\$113.15
Region 2	Certification date	\$52.11	\$51.50	\$103.61
	Increase May 1, 2024	54.72	\$51.50	\$106.22
Region 3	Certification date	\$38.51	\$51.50	\$90.01
Region 4	Certification date	\$53.73	\$51.50	\$105.23
Region 5	Certification date	\$44.00	\$51.50	\$95.50
Region 6	Certification date	\$54.26	\$51.50	\$105.76

Region 7	Certification date	\$46.20	\$51.50	\$97.70
Region 8	Certification date	\$43.75	\$51.50	\$95.25
Region 9	Certification date	\$56.46	\$51.50	\$107.96
Region 10	Certification date	\$56.06	\$51.50	\$107.56

Tractor

Region	Effective date	602 driver rate	Operating cost	Tractor-only truck rental rate	Plus trailer operating cost	Tractor trailer rental rate
Region 1	Certification date	\$59.29	\$54.96	\$114.25	\$11.46	\$125.71
	Increase May 1, 2024	\$62.25	\$54.96	\$117.21	\$11.46	\$128.67
Region 2	Certification date	\$52.66	\$54.96	\$107.62	\$11.46	\$119.08
	Increase May 1, 2024	\$55.29	\$54.96	\$110.25	\$11.46	\$121.71
Region 3	Certification date	\$48.35	\$54.96	\$103.31	\$11.46	\$114.77
Region 4	Certification date	\$38.30	\$54.96	\$93.26	\$11.46	\$104.72
Region 5	Certification date	\$42.00	\$54.96	\$96.96	\$11.46	\$108.42
Region 6	Certification date	\$39.50	\$54.96	\$94.46	\$11.46	\$105.92
Region 7	Certification date	\$45.40	\$54.96	\$100.36	\$11.46	\$111.82
Region 8	Certification date	\$48.45	\$54.96	\$103.41	\$11.46	\$114.87
Region 9	Certification date	\$48.75	\$54.96	\$103.71	\$11.46	\$115.17

Region 10	Certification date	\$48.45	\$54.96	\$103.41	\$11.46	\$114.87
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The current operating costs and truck rental rates may be reviewed by accessing DLI's website at <https://dli.mn.gov/business/employment-practices/prevaling-wage-minimum-truck-rental-rates>. Questions about the truck rental rates or the informal conference notice below can be answered by calling 651-284-5192.

The minimum truck rental rate for these four types of trucks in the State's 10 highway and heavy construction areas will be effective for all highway and heavy construction projects financed in whole or part with state funds advertised for bid on or after the day the notice of certification is published in the *State Register*.

Sincerely,

Nicole Blissenbach

DLI commissioner

SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Basic description of the Project and Work restrictions.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUMMARY OF WORK

- A. Project Name: Cobblestone Lake Park Trail Improvements
- B. Description of Work:
 - 1. The Contractor shall include the furnishing of all labor, materials, tools and equipment necessary to complete the removals, general earthwork, asphalt and concrete paving, storm sewer, seeding and site restoration and appurtenant work as shown on the plans and specified herein.

1.04 COMPLETION DATES

- A. Final Completion: Set forth in the Special Provisions.

1.05 LIQUIDATED DAMAGES

- A. Provisions for liquidated damages, if any, are set forth in the Special Provisions.

1.06 WORK RESTRICTIONS

- A. Refer to section 01 31 00.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for allowances, Alternates, pricing of Work, and request for payment procedures.

1.02 PRICE AND PAYMENT PROCEDURES

1.03 BID UNIT PRICES

- A. Provide access and assist Engineer in determining actual quantities of Bid Unit Price work.
- B. Provide documentation to substantiate Bid Unit Price work.

1.04 PAYMENT PROCEDURES

- A. Engineer will provide initial Application for Payment Form at the Preconstruction Conference.
- B. Per section 5 of the General Conditions.
- C. Attach the following supporting documentation, in addition to the requirements of General Conditions section 5:
 1. Documentation to substantiate Bid Unit Price work.
 2. Updated construction schedule consistent with Section 01 33 00.

1.05 PROJECT FUNDING

- A. **PAYMENT FOR INCREASED OR DECREASED QUANTITIES:** When alterations in the plans or quantities of work not requiring supplemental agreements as hereinbefore provided are ordered and performed. The Contractor shall accept payment in full at the contract unit prices for the actual quantities of work done, and no allowance will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor resulting either from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the bidder and subsequent loss of expected reimbursement therefor, or from any other cause.

Unless specifically provided otherwise, all quantities may be increased or decreased according to the needs of the Owner. Such variations may be made without adjusting the bid prices and the payment provided shall be accepted by the Contractor as compensation in full for the increased or decreased quantities.

Compensation for alteration in plans or quantities or work requiring supplemental agreements shall be stipulated in such agreements.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. General requirements for overall Project coordination.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. All work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 UTILITIES

- A. Notify Gopher State One Call before starting construction in a given area requesting utility locates in the Site.
- B. Project Utility Sources: Coordinate work with the following utility owners. The following utilities are known to be on the Site and are shown on the Drawings in a general way:
 - 1. Water: Owner.
 - 2. Sanitary Sewer: Owner.
 - 3. Storm Sewer: Owner.
 - 4. Electric:
 - a. Dakota Electric – Matt Zeidler 651-463-6373. Derick Teich (Street Lights) – 651-815-3048
Utility services – 651-463-6288 (Support poles on project)
 - b. Xcel Energy – 1-800-895-1999, Jake Sedlacek as follow-up 651-214-2623
 - 5. Gas:
 - a. CenterPoint Energy – Ibrahim Sareva 612-321-5527
 - b. Magellan – Clay Wagner 507-301-1515
 - c. Northern Natural Gas – Jason Godwin 651-456-1711.
 - 6. Telephone:
 - a. Frontier Communications (FTR) – Joe Johnson 612-231-9099
 - b. Century Link/Lumen – Pat Slavik (New Construction) W-651-312-5284, C-651-302-5319
Jason DeRosa (Existing Infrastructure/Repair) 612-272-6783
 - 7. Cable TV / Fiber:
 - a. Charter Communications – Chuck Snyder 952-367-4245.
 - b. Logis – Roni Woods 763-543-2673, Justin Roggenkamp 763-543-2653
 - c. Dakota County IT – David Asp 651-438-4271
 - 8. ISD 196
 - a. Bill Borell, MP Nexlevel, Main contact – 612-919-5516, Edward Heier – 651-423-7793
- C. Owner requires a 48-hour notice for all utility interruptions.

1.04 PERMITS

- A. Apply for, obtain, and comply with the provisions of the following permits:
 - 1. MPCA Stormwater Discharges Associated With Construction Activities NPDES General Permit:
 - a. Contractor will furnish completed NPDES Permit and Storm Water Pollution Prevention Plan (SWPPP).
 - b. Contractor will sign, submit, and **pay** for the NPDES Permit.
 - c. Contractor shall supply Engineer with copy of approved permit from the MPCA, along with any information received from the MPCA.
- B. Apply for, obtain, and comply with other permits, licenses, and approvals which may be required for the Project.

1.05 SURVEYING AND CONSTRUCTION OBSERVATION

- A. Provide Engineer a minimum of 48-hour notice in advance of the need for establishing lines, grades, measurements, grade checks, and observation of work.
- B. Engineer will furnish a project representative.
- C. GPS underground utilities.
 - 1. The Contractor shall cooperate fully and provide assistance as necessary to complete the GPS of underground utilities.

Items include but are not limited to;
Drain tile cleanouts and end of pipe.

1.06 PROJECT MEETINGS

- A. Administrative Requirements:
 - 1. Project Superintendent or persons designated by the contractor to attend and participate in the Project meetings shall have all required authority to commit the Contractor to solutions agreed upon in the Project meetings.
 - 2. Engineer will set the time, sites, and prepare the agenda for the meetings.
 - 3. Engineer will prepare meeting minutes and distribute one (1) copy to Contractor. Notify Engineer of inaccuracies or discrepancies in the meeting minutes within five (5) calendar days of receipt of the minutes.
 - 4. The attendance and cooperation of subcontractors and suppliers may be required.
- B. Preconstruction Conference:
 - 1. Contractor shall attend a preconstruction conference.
 - 2. Submittal procedures shall be consistent with Section 01 33 00.
- C. Progress Meeting Procedures:
 - 1. Engineer may schedule construction progress meetings throughout the duration of the Project to assess the progress of the work, identify and discuss Project related issues, and discuss near-term construction activities. Contractor shall attend these meetings.

1.07 CONSTRUCTION SCHEDULING

- A. Sequencing and Scheduling:
 - The following will be required on the Project:
 - 1. Streets;

- a. Notify Engineer seven 7 days in advance of lane or street closures and placement of pre warning signage.
 - b. The traffic control plan for all trail closures shall be approved by the Engineer.
 - c. Equipment may be stored overnight in the immediate area of current construction given no streets and driveways are restricted. Barricades meeting the requirements of the Minnesota MUTCD and as approved by the Engineer shall be required.
 - d. One lane of traffic shall be maintained in each direction throughout the project area except for closures in daily work areas.
2. Construction;
- a. A minimum of a three (3) day notice (to property owner and Engineer) will be required for any disruption to driveway or street access on the project.
 - b. In each phase, pavement may be removed no sooner than one (1) week prior to utility work beginning.
- . Paving;
- a. Curb work shall be complete prior to paving of the base course.
 - b. All concrete work, backfilling of curbs, topsoil along with sod placement, and adjustment of structures shall be completed prior to placement of the wear course.
 - c. Street Sweeping: As necessary, streets must be swept clean after each day's Work. Street sweeping of gutters after installation of the wear course shall be completed no later than 48 hours after the completion of the paving.
 - d. Any area marked for patching shall be traffic ready the same day the bituminous has been removed.
 - e. No street patching shall extend across the full width of the roadway unless a flag person is present or each side is appropriately signed and ramped for traffic. Patching shall occur no sooner than three (3) days following any curb replacement.
 - f. Any subsequent utility patching repairs shall be started within three (3) days of notification to the Contractor and completed to wear course within 13 days.
 - g. Milling along the curbs shall be completed no more than ten (10) days prior to overlaying in that area. Construction joints shall be done no more than three (3) days prior to the overlay in that area.
 - h. Backfilling, placement of topsoil, fertilizer, and restoration shall be completed no later than 14 days after each day's concrete installation

1.08 EXISTING TRAILS

- A. Maintain public access and availability to trails throughout the duration of the project, unless work is actively occurring that requires closure.
- B. Protect trails outside of construction zones from damage due to construction equipment.
- C. Install and maintain appropriate Trail Closed signage during any closures.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

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SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
1. General procedures and requirements for submittals during the course of construction.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SEQUENCING AND SCHEDULING

- A. Schedule submittals consistent with the Contractor's schedule of shop drawings.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 CONSTRUCTION SCHEDULE

- A. Submit preliminary schedule at preconstruction meeting and progress schedule weekly or as identified at the preconstruction schedule or as requested by the engineer.
- B. Prepare schedules showing overall sequence of construction. Organize the schedule by work activity. Identify separate stages of each work activity:
1. List work items in chronological sequence. Show beginning and completion dates of each activity. Include all activities with an estimated duration of three (3) days or longer.
 2. Format schedule as a horizontal bar chart. Provide separate bars for each activity or trade.
 3. Provide space for revisions and notations.
 4. Identify interrelations between activities.
 5. Include estimated times for preparation of submittals by Contractor, processing and review of submittals by Engineer, fabrication, delivery, installation, testing, start-up, instruction of Owner, and clean-up.
- C. As Work progresses, revise, update, and resubmit schedule as requested by Engineer. At a minimum, update schedule with each Application for Payment. Show all activities started or finished since previous schedule was submitted and show percentage of completion for each activity.

3.02 EMERGENCY CONTACT LIST

- A. Before any Work at the Site is started, submit a typed list on 8.5 inch by 11 inch paper outlining 24-hour on-call contacts for the Project. This list shall include the Contractor's safety representative, key representatives from the Contractor, subcontractors, and suppliers. Include the following information for each contact:
 - 1. Company name.
 - 2. Contact person(s).
 - 3. Local and mobile phone numbers.
 - 4. Email address.

3.03 SHOP DRAWINGS AND MANUFACTURERS' INFORMATION

- A. The minimum sheet size shall be 8.5 inches by 11 inches. Non-legible copies will not be reviewed.
- B. Submit shop drawings, electronic files are acceptable, plus the quantity of copies the Contractor wants returned. Each copy shall contain the following information:
 - 1. Date of submission and date of any previous submittals.
 - 2. Project Title.
 - 3. Names Of: Contractor, subcontractor, supplier, and manufacturer.
 - 4. Identification of product and Specification Section number.
 - 5. Identification of revisions from previous submittals.
 - 6. A 4 inch by 4 inch blank space for the Engineer's stamp.
- C. Engineer will stamp shop drawings and indicate requirements for Contractor's review or resubmittal as follows:
 - 1. "No exceptions taken" – Appears that items covered by the submittal will, after installation or incorporation into the Work, conform to the Contract Documents and appears to be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - 2. "Note markings" – Appears that items covered by the submittal will, after installation or incorporation into the Work, conform to the Contract Documents and appears to be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, except as noted by Engineer.
 - 3. "Revise and Resubmit" – Appears that items covered by the submittal will not, after installation or incorporation into the Work, conform to the Contract Documents and will not be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Work cannot proceed until the submittal is revised and resubmitted conforming to the resubmittal procedures described in the General Conditions.
 - 4. "Rejected" – Work covered by the submittal is not complete or it appears that items covered by the submittal will not, after installation or incorporation into the Work, conform to the Contract Documents and will not be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall conform to the resubmittal procedures described in the General Conditions.
- D. Engineer will return reviewed submittals to Contractor by E-mail or digital drop box.

3.04 TEST REPORTS

- A. Submit one (1) copy of all inspections, tests, and approvals required in the Specification.

3.05 MATERIAL AND SAFETY DATA SHEETS

- A. Furnish Owner with current copies of Material Safety Data Sheets for all chemicals and products on Site.

END OF SECTION

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SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Information required for conformance to regulatory requirements.
 - 2. Quality assurance.
 - 3. Procedures to measure and report the quality and performance of the Work.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCE STANDARDS

- A. Whenever reference is made to the Minnesota Department of Transportation Specifications, such reference shall mean "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.) and all subsequent revisions and supplements. The word "Engineer" is understood to refer to the Engineer for the Owner.

1.04 SUBMITTALS

- A. Prior to start of Work, submit testing laboratory name for various specified tests for approval by Engineer.
- B. Laboratory test results or analysis.
- C. Manufacturer's certificates of quality control or performance.

1.05 WORKMANSHIP

- A. Comply with industry standards of the region, except where more restrictive tolerances or specified requirements indicate more rigid standards or more precise workmanship.

1.06 TESTS AND INSPECTIONS

- A. Conform to the requirements of the General Conditions, except as modified herein.
- B. Notify Engineer 48 hours prior to expected time for operations requiring tests and inspections.
- C. Provide incidental labor and facilities to obtain and handle samples at Site or source, coordinate transportation of samples to laboratory, facilitate tests and inspections for storing and curing of test samples.
- D. Testing of materials and/or densities shall be completed by the Owner's testing agency.

1.07 MANUFACTURER'S CERTIFICATES

- A. If requested by Engineer, submit manufacturer's certificate with shop drawings certifying that products meet or exceed specified requirements executed by responsible officer.

1.08 MANUFACTURER'S FIELD SERVICES

- A. Provide qualified representative to observe field conditions; conditions of surfaces and installation; quality of workmanship; start-up of equipment; and test, adjust, and balance of equipment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Temporary utilities and miscellaneous temporary facilities required during construction.
- B. Products furnished but not installed under this Section or products installed but not furnished under this Section.
- C. Related Sections:
 - 1. Section 31 23 00 - Excavation and Fill.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Mobilization. Measurement is Lump Sum. This will be considered payment in full for all work and costs of this Bid Item. When the amount Bid for Mobilization exceeds five (5) percent of the Total Base Bid, the Owner reserves the right to withhold the portion in excess of five (5) percent until 95 percent or more of the original Contract amount is earned:
 - a. Partial payment of "Mobilization" will be made using a percentage of each part of the project based on the following:

	Cumulative Percent of Mobilization Item Paid
First Partial Payment	50
Percent of original contract amount earned - 25	70
Percent of original contract amount earned - 50	90
Percent of original contract amount earned -100	100

- 2. Traffic Control. Measurement is Lump Sum:
 - a. This shall be considered payment in full for all labor, equipment, and materials associated with the required Traffic Control devices for the entire Project.
 - b. This item shall include but not be limited to furnishing, installing, and relocating the Traffic Control due to, daily maintenance, and ultimate removal of all such devices used over the duration of the Contract or as directed by the Engineer:
 - c. Partial payment of the Lump Sum Item "Traffic Control" will be made using a percentage of each part of the project based on the following:

	Cumulative Percent of Traffic Control Item Paid
First Partial Payment	50
Percent of original Contract amount earned – 25	70

Percent of original Contract amount earned – 50	90
Percent of original Contract amount earned – 100	100

3. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation “Standard Specifications for Construction” 2020 Edition (MnDOT Spec.).
- B. The Minnesota Manual on Uniform Traffic Control Devices (MMUTCD), including the Field Manual on Temporary Traffic Control Zone Layouts – Latest edition.
- C. Minnesota Department of Transportation Traffic Engineering Manual.

1.04 SUBMITTALS

- A. Traffic Management Plan consistent with Section 01 33 00, including the following information:
 1. Haul and access routes.
 2. Permits or applications required by local authorities.
 3. Temporary facilities required.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 MOBILIZATION

- A. Move personnel, equipment, materials, and all other items required to complete the Work at the Site.
- B. Establish Contractor offices, building, or other facilities necessary for Work on the Project.
- C. Temporarily hold or relocate utilities and any miscellaneous structures, such as signs, power poles, guy wires, and mailboxes disturbed.

3.02 TEMPORARY UTILITIES

- A. Provide and maintain all temporary facilities, utilities, and controls as long as needed for the safe and proper completion of the Work. Remove all temporary facilities, utilities, and controls as rapidly as progress will permit or as directed by Engineer.
- B. Temporary Water for Construction
 1. Use of new or existing hydrants is prohibited, except for testing and flushing of newly installed mains. The use of hoses from residential dwellings is prohibited.
 2. Water for construction may be obtained from the Apple Valley Central Maintenance Facility at 6442 140th Street West.

3.03 CONSTRUCTION FACILITIES

A. Sanitary Facilities

1. Comply with all governing regulations, including safety and health codes, for sanitary fixtures and facilities.
2. Provide self-contained toilet units, or water and sewer connected temporary toilet facilities, consistent with governing regulations. Contractor may not use Owner's toilet facilities.
3. Provide and maintain adequate supply of toilet tissue, paper towels, paper cups, and similar disposable materials appropriate for each facility. Provide appropriate covered waste containers for used material.

3.04 TRAFFIC CONTROL

A. General

1. Surface mounted delineators shall be utilized to delineate opposing lanes of traffic.
2. The Contractor shall provide and maintain all traffic control devices in accordance with the approved Construction Staging Plan. All traffic control devices and other protective measures shall conform to MMUTCD.
3. The Contractor shall install preliminary warning signs seven (7) days prior to commencement of work on each segment of construction.
4. Construction Ahead signs are required at the entrance of project on all intersecting side streets.
5. The Contractor will not be permitted to park vehicles as to obstruct a traffic control device. The parking of workers' vehicles will not be allowed within street areas of the Project limits that are open to traffic, unless so approved by the Engineer.
6. The Contractor will not be permitted to store materials or equipment within 30 feet of through traffic, unless approved by the Engineer. If materials or equipment must be stored within 30 feet of through traffic, the Contractor shall provide barricades or barriers, as directed by the Engineer, to warn and protect traffic.
7. The Contractor shall conduct Work in a manner which will allow access to all properties within and adjacent to the Project by fire, police, and emergency vehicles.
8. The Contractor is responsible to maintain all unpaved surfaces. The surface shall be watered and bladed as directed by the Engineer.

B. Construction Staging Plan

1. Seven (7) days prior to the commencement of work the Contractor shall provide the Engineer with a Construction Staging Plan and a Traffic Management Plan. The Engineer may accept, reject, or suggest alterations to the plans.
2. The Contractor may request changes to the Construction Staging Plan at any time. No change or deviation will be permitted without approval of the Engineer.
3. Provide access for emergency vehicles to all residences and businesses at all times unless otherwise approved by the engineer.
4. For all traffic lane switches, interim pavement markings shall be installed in accordance with Chapter 8 of the Traffic Engineering Manual. There will be no direct compensation for interim pavement markings.
5. Contractor shall remove traffic control devices at the conclusion of the Work.

C. Vehicle Warning Light

1. All Contractors', subcontractors', and suppliers' mobile equipment, which are working in the lane closure or within 15 feet of the lane closure, shall be equipped with operable warning lights which meet the appropriate requirements of the SAE Specifications. This would include any vehicle which enters the traveled roadway at any time. The SAE Specification requirements are as follows:

- a. 360-Degree Rotating Lights - SAE Specification J845.
- b. Flashing Lights - SAE Specification J595.
- c. Flashing Strobe Lights - SAE Specification J1318.

D. Temporary Lane Closures

1. Temporary Lane Closures shall conform to the following:
 - a. A "short-term" lane closure or traffic restriction shall be one that is in-place only during the Contractor's work hours.
 - b. Temporary "short-term" lane closures by the Contractor, consistent with time restrictions, will be permitted during those hours and at those locations approved by the Engineer. Requests for "short-term" lane closures shall be made at least 48 hours prior to such closures. The Contractor shall furnish, erect, and maintain all traffic control devices required for these closures. No direct compensation will be made for temporary lane closures.
 - c. Application of traffic control devices shall be in accordance with the Field Manual.
 - d. Lane closures will not be permitted during inclement weather, nor any other time when, in the opinion of the Engineer, the lane closures will be a hazard to traffic.
 - e. When a temporary lane closure is used by the Contractor, the closure shall be incidental work and no direct compensation will be made therefore.

E. Traffic Control Devices

1. Daily inspect and insure that all traffic control devices required by the construction are in accordance with the MMUTCD. Any discrepancy between the actual devices in use and the required devices shall be immediately rectified. At least 1 nighttime inspection shall be made each week.
2. The Contractor shall complete the checklist attached to the end of this Section, each day of each week that traffic control devices for any overnight lane closure or detour are being used on the Project. The completed checklist shall be submitted each working day to the Engineer or the Engineer's designated representative at some mutually agreeable time.
3. The Contractor shall furnish qualified flagpersons to adequately control traffic when needed or as directed by the Engineer. Qualified flagpersons shall comply with the requirements set forth in the Flagging Handbook Section of the Field Manual. Flagpersons are required to protect construction vehicles during unloading of construction materials.
4. Furnish names, addresses, and phone numbers of at least 3 individuals responsible for the placement and maintenance of traffic control devices. At least 1 of these individuals shall be "on call" 24 hours per day, seven (7) days per week during the time any traffic control devices furnished and installed by the Contractor are in place.
5. Respond to any request from the Engineer to improve or correct the usage of traffic control devices on or related to this Project within one (1) hour of the time of notification.
6. Keep all traffic control signs and devices in a legible condition. This shall include but not be limited to removing grime and dust deposited on any device by traffic, natural causes, or when requested by Engineer.
7. The Contractor shall store at least ten (10) extra Type one (1) barricades with flashers, five (5) extra Type III barricades, and ten (10) extra drums, at a convenient location within the Project limits for use in an emergency, as approved by the Engineer. No direct compensation will be made to the Contractor for furnishing and erecting these traffic control devices.

F. Failure to Complete The Work On Time

1. The Contractor will be subject to an hourly charge for failure to maintain the traffic control devices. Non-compliance charges, for each incident, will be assessed at a rate of \$250 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.

2. The Contractor will be subject to an hourly charge for failure to remove temporary lane restrictions within the permitted hours, unless authorized by the Engineer. Non-compliance charges, for each incident, will be assessed at a rate of \$500 per hour for each hour or any portion thereof with which the Engineer determines that the Contractor has not complied.

3.05 TEMPORARY BARRIERS AND ENCLOSURES

A. Temporary Barriers

1. Provide temporary covers, enclosures, markers, and barriers as necessary to protect Work.
2. Damage to the site caused by removal of temporary fencing, including postholes, shall be promptly repaired by Contractor. During removal at no time shall the Work remain unattended if a dangerous condition exists because of incomplete removal or site repairing.

END OF SECTION

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SECTION 01 57 13

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Managing storm water runoff and other Project related water discharges to minimize sediment pollution during construction.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Bid Items for temporary measures to control soil erosion and sedimentation paid at the Bid Unit Price will be considered compensation in full for all Work necessary to complete the Bid Item in full, including installation, maintenance, sediment removal, repairs, and removals.
2. Measurement will be based upon the units as listed below for Bid Items installed as specified. The actual quantity installed multiplied by the appropriate Bid Unit Price will be compensation in full for all Work and costs of the following Bid Items. 80-percent partial payment will be made upon installation and 20-percent payment will be made upon removal and restoration.
 - a. Silt Fence: Payment will be by type. Measurement will be along the base of the fence, from outside to outside of the end posts for each section of fence.
 - b. Storm Drain Inlet Protection: Measurement will be by each.
 - c. Temporary Construction Entrance: Measurement will be by each.
 - d. Erosion Control Blanket: Payment will be by type installed. Measurement will be by square yard.
 - e. Mulch: Measurement will be by the ton of material installed in place as specified based on tickets delivered to the Engineer.
 - f. Sediment Control Logs: Payment will be by type. Measurement will be by the linear foot.
 - g. Rapid Stabilization Methods
 - 1) Method 1 and 2: Measurement will be by the acre.
 - 2) Method 3: Measurement will be by the 1,000 gals.
 - 3) Method 4: Measurement will be by the sq. yd.
3. Water for Dust Control will be considered incidental to the Project.
4. Water used for the construction of the trails will be considered incidental to the Project.
5. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

B. Related Sections

1. Section 31 23 00 – Excavation and Fill.
2. Section 32 92 00 – Turf and Grasses.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition Edition (MnDOT Spec.).
- B. MPCA's NPDES General Stormwater Permit for Construction Activity.

1.04 SUBMITTALS

- A. Completed application form for the MPCA's NPDES General Stormwater Permit for Construction Activity (MN R100001) and completed form for MPCA's Notice of Termination conforming to Section 01 33 00.
- B. Certification and Sampling
 - 1. Furnish a manufacturer's certification stating that the material supplied conforms to the requirements of this Section. The certification shall include or have attached typical results of tests for the specified properties, representative of the materials supplied.

1.05 QUALITY ASSURANCE

- A. Erosion Control Supervisor: Provide an Erosion Control Supervisor to direct the erosion control operations and insure compliance with Federal, State, and Local ordinances and regulations.

1.06 SEQUENCING AND SCHEDULING

- A. Install sediment control measures prior to grading activities.
- B. Schedule and coordinate the Work so that permanent erosion and sediment control BMPs, such as basin construction, rip rap placement, and permanent seeding, are directly incorporated into the Supplement permanent erosion and sediment control BMPs with temporary BMPs. Place temporary BMPs when permanent erosion control cannot be achieved. Coordinate construction operations so that erosion and sediment control measures (permanent or temporary) are installed and maintained concurrently with the rest of the Work of the Project.
- C. Infiltration areas and constructed infiltration systems should not be constructed until the contributing drainage area and/or adjacent construction has been completely stabilized. When this timing of construction is not possible, the Contractor shall insure sediment from exposed soil areas of the Project does not enter into the infiltration area or system.
- D. Coordinate and schedule the Work of subcontractors such that erosion and sediment control measures are fully executed for each operation and in a timely manner over the duration of the Project. Develop a chain of responsibility for all subcontractors and operators on the Project to ensure that permit provisions are adhered to.
- E. Stabilization timeframes shall conform to the NPDES General Stormwater Permit for Construction Activity.
- F. If the Contractor fails to install erosion or sediment measures, the Engineer may withhold payment from related work until the control measures are undertaken by the Contractor:
 - 1. When the Contractor fails to conduct the quality control program, does not conduct the inspection required in the NPDES permit, or fails to take action ordered by the Engineer to remedy erosion or sediment control problems, the Engineer shall issue a Written Order to the Contractor.
 - 2. **The Contractor shall respond within 24 hours with sufficient personnel, equipment, materials, and conduct the required Work or be subject to a \$2,000 per calendar day deduction for noncompliance.**
- G. Establish permanent turf in accordance with Section 32 92 00 to prevent excessive soil erosion.

PART 2 PRODUCTS

2.01 SILT FENCE: Conform to MnDOT Spec. 3886.

- A. Machine sliced.

2.02 TEMPORARY CONSTRUCTION ENTRANCE

- A. Rock Construction Entrance: Conform to the Drawings and the following: 2 inches minimum washed rock:
 - 1. Underlying Geotextile: Conform to MnDOT Spec. 3733, Type 4.
 - 2. Minimum Thickness of Rock Placed: 6 inches.
- B. Wood Slash Mulch Construction Entrance
 - 1. Raw wood slash only. No chipped-up manufactured wood or chemically treated wood is allowed.
 - 2. Splinter material to an average approximate length of 6 inches with a maximum length of 20 inches. Bark and wood splinters less than 2 inches long shall not exceed 20 percent by mass of the material.
 - 3. Underlying Geotextile: Conform to MnDOT Spec. 3733, Type 4.
 - 4. Minimum Thickness of Mulch Placed: 12 inches.

2.03 MULCH: Conform to MnDOT Spec. 3882.

- A. Type 1, clean grain straw only. Project specific, refer to MnDOT Spec. for options.
- B. Hydraulic soil stabilizer may be used in lieu of mulch with the approval of the Engineer.

2.04 HYDRAULIC SOIL STABILIZER (HYDROMULCH)

- A. Conform to MnDOT Spec. 3884.
- B. Type 3884.B.1 (Organic Fiber Matrix - OFM) or as otherwise specified.

2.05 EROSION CONTROL BLANKET

- A. The erosion control blanket for permanent turf establishment shall be MnDOT Category 20 / 25.

2.06 STORM DRAIN INLET PROTECTION

- A. Inlet protection for paved streets with concrete curb and gutter: The following methods are acceptable:
 - 1. Conform to the details on the Drawings.
 - 2. Catch Basin Inserts:
 - a. Road Drain by Wimco, LLC or approved equal.
- B. Inlet protection for non-paved surfaces without curb or areas where vegetation will be established. The following methods are acceptable:
 - 1. Conform to the details on the Drawings.
 - 2. Silt fence ring, or approved equal:
 - a. Place wire mesh cage in a circular or square confirmation to form a minimum 5 foot diameter zone of protection.

- b. Geotextile shall be monofilament/monofilament meeting the requirements of MnDOT Spec. Heavy Duty.
 - c. Loose aggregate or a rock log(s) around perimeter of ring to anchor geotextile.
3. Sediment control inlet hat:
- a. InfraSafe Sediment Control Barrier by Royal Enterprises (<http://www.royalenterprises.net/>) or approved equal.

2.07 FILTER LOGS: Conform to MnDOT Spec. 3897.

- A. Straw or wood fiber biorolls, 6 to 7 inches in diameter.
- B. Compost or rock logs, 6 to 8 inches in diameter.

2.08 FLOATATION SILT CURTAIN

- A. Conform to the requirements of MnDOT Spec. 3887, Heavy Duty.
- B. Curtain depth shall extend to the bottom of the water body.

2.09 DUST CONTROL

- A. Water clear and free from suspended fine sediment.

2.10 TEMPORARY SEED

- A. Conform to Section 32 92 00.
- B. General – Sizing, configuration, capacity, and selection of dewatering sediment capture techniques shall be based on Site and flow conditions. The Contractor shall submit the means and methods for review by the Engineer. Sizing of the sediment capture systems will have to be adjusted such that the ultimate discharge water is not visibly different from the receiving water.

PART 3 EXECUTION

3.01 GENERAL

- A. Comply with all applicable laws, ordinances, regulations, permit requirements, orders and decrees pertaining to erosion/sediment control and stormwater discharge during the conduct of the Work.
- B. Take necessary precautions against damage to the Project by action of the elements.
- C. Implement the Project's NPDES Stormwater Pollution Prevention Plan (SWPPP) and take necessary actions to prevent off Site damage resulting from Work conducted on the Project or Project related stormwater runoff.
- D. Minimize the amount of disturbed land that is susceptible to erosion at any time. Delineate areas not to be disturbed:
 - 1. Exclude vehicles and construction equipment from area not to be disturbed to preserve natural vegetation and to prevent compaction in stormwater treatment areas.
 - 2. Maintain and preserve riparian and naturally vegetated buffer strips and include redundant perimeter control along water courses in accordance with section 9.17 of the NPDES Construction Stormwater permit.

3.02 INSTALLATION

- A. General: Install temporary stormwater management and sediment control devices in conformance with the details, typical sections, and elevations shown on the Drawings.
- B. The location of temporary stormwater and sediment control devices may be adjusted from that shown on the Drawings to accommodate actual field conditions and increase the effectiveness of the installation.
- C. Silt Fence: Conform to MnDOT Spec. 2573.3B2
 - 1. Install in the locations shown on the Drawings using the machine sliced installation method, unless directed otherwise by the Engineer.
 - 2. Use additional measures, such as rock aggregate, placed along the base of the silt fence where the silt fence geotextile cannot be trenched in, i.e. tree roots, frost, bedrock.
 - 3. Use short sections of silt fence placed in J-hook patterns to
 - a. Supplement the perimeter silt fence at corner locations and areas where sediment deposition will occur. No more than 100 feet of silt fence shall be installed per 1/4 acre of drainage.
 - b. Break up flow path along silt fence running across contours to be no more than 100 feet between hooks or as directed by the Engineer.
 - 4. Silt fence longer than 600 feet shall be constructed in separate independent units with each unit having a length less than 600 feet. Avoid splices whenever possible. If necessary, make splices at an opposing fence post and according to the manufacturer's specifications.
- D. Temporary Construction Entrance
 - 1. Install at locations shown on the Drawings.
 - 2. Construct construction entrance before grading begins on the Site.
 - 3. Inspect construction entrance daily for mud accumulation to minimize vehicle tracking of sediment onto public roadways. Remove fugitive rock or wood mulch from adjacent roadways daily.
- E. Mulch
 - 1. For seeded Sites, apply at a rate of 2 tons per acre (4,500 kg/ha).
 - 2. For unseeded Sites, apply at a rate of 2 to 3 tons per acre (4,500 to 6,700 kg/ha), covering the entire soil surface.
 - 3. Distribute mulch evenly by hand or machine and cover the exposed area to a uniform depth.
 - 4. Disk anchor in conformance to MnDOT Sect. 2575.3D.
 - 5. Anchor mulch immediately to minimize loss by wind or water.
- F. Hydraulic Soil Stabilizer (Hydromulch)
 - 1. Apply hydromulch in conformance with MnDOT Spec. 2575.3E.
 - 2. Raking or harrowing of soil/seed and slope (cat) tracking shall be done before installation of hydromulch.
- G. Erosion Control Blanket
 - 1. Install immediately following seeding in accordance with MnDOT Spec. 2575.3G, and as modified below.
 - 2. Install as shown on Drawings.
 - 3. Raking or harrowing of soil/seed shall be done before installation of erosion control blanket.
 - 4. Install blanket parallel to the direction of flow.
 - 5. If permanent seeding is not available at the time of blanket installation, this material will have to be removed, re-seeded, and installed again as a permanent erosion control measure. If

permanent seeding is available at the time of initial installation, a one-time proper installation is acceptable.

H. Storm Drain Inlet Protection

1. Provide effective storm drain inlet protection over the life of the Project until all sources with potential for discharging to inlets have been paved or stabilized.
2. Place devices so that driving hazards or obstructions are not created. The devices must be cleaned out regularly and all devices must have an emergency overflow to reduce flooding potential.
3. The inlet of a drain and berm system must be properly constructed to channel water into the temporary drain.
4. All temporary drains shall be adequately anchored to the slope to prevent disruption by the force of the water flowing into the drain
 - a. If the drain consists of plastic pipe, it must be securely anchored to the ground.

I. Ditch Checks and Velocity Checks: Reference detail on Drawings.

J. Flootation Silt Curtain

1. Flootation silt curtain shall be installed in locations shown on the Drawings and according to the manufacturer's specifications
 - a. Anchor" and secured to prevent any material from passing beneath, over, around, or through the barrier.
 - b. Provide sufficient slack to permit the curtain to rise to the maximum expected high water level, including wave action, without being overtopped and still be in continuous contact with the bottom.
2. Place flootation silt curtain as close to the shoreline or work area as possible. Flootation silt curtain shall not be placed across flowing rivers, streams, drainage ditches, or across culvert inlets or outlets.

K. Rapid Stabilization

1. Work to be performed under non-schedulable situations requiring rapid stabilization of small critical areas within 200 feet of surface waters to comply with permit requirements.
2. Methods per MnDOT Spec. 2575.3M with seed mix as specified or directed by the Engineer.

L. Sediment Control Barrier

Sediment Control barriers will be placed on both new and existing structures.

3.03 MAINTENANCE

A. Conform to MnDOT Spec. 2573.3K, NPDES permit, and as follows:

1. Inspect, maintain, and repair any washouts or accumulations of sediment that occur as a result of the grading or construction. Restoration consists of grade repair, turf re-establishment, and street sweeping of mud and debris tracked from the Site.
2. Inspection of all erosion and sediment control items will take place immediately after each runoff event and at least daily during prolonged rainfall. Any required repairs shall be made immediately.
3. The Contractor shall maintain the temporary sediment control devices until they are no longer necessary and are removed:
 - a. Maintenance consists of keeping the devices functioning properly.
 - b. The Contractor shall repair or replace plugged, torn, displaced, damaged, or non-functioning devices.

4. Temporary mulching and temporary seeding/mulching are very effective at controlling erosion. However, these are considered temporary measures. These measures may need to be re-established several times throughout the duration of the Work.
- B. Control dust blowing and movement on Site and roads as directed by Engineer to prevent exposure of soil surfaces, to reduce on and off Site damage, to prevent health hazards, and to improve traffic safety.
- C. Sediment Removal:
 1. If an erosion control device has been reduced in capacity by 30 percent or more, the Contractor shall restore such features to their original condition.
 2. Prior to final acceptance of the Project, the contractor shall remove all accumulated sediment from stormwater treatment areas and conveyance systems.

3.04 INSPECTION AND ACCEPTANCE

1. Upon final acceptance of the Project and establishment of permanent erosion control measures including establishment of 70% vegetation cover, the Contractor shall remove all temporary erosion control measures.

END OF SECTION

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SECTION 01 70 00
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Requirements for overall execution of the Work and closeout of the Contract for Final Payment.
- B. Measurement and Payment
 - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.02 SUBMITTALS

- A. Submit the following items consistent with the Conditions of the Contract and Division 01 Sections:
 - 1. Record Documents.
 - 2. Written Notification of Substantial Completion.
 - 3. Executed Certificate of Substantial Completion.
 - 4. Written Notification of Final Completion.
 - 5. Spare Parts, Operation and Maintenance Manuals, instructions, schedules, warranties, guarantees, Bonds, certificates, certificates of inspection, and other documents.
 - 6. Final Application for Payment, including accompanying documentation.
 - 7. Three (3) executed originals and one electronic copy of the Final Application for Payment.
 - 8. IC-134 Form.
 - 9. Consent of Surety.
 - 10. Contactor's Affidavit of Release of Liens.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Acceptance of Conditions: By commencing Work, Contractor construes acceptance of the adjacent work as satisfactory to receive subsequent work.
- B. Existing Conditions: Before commencing Work, inspect work completed by others that is adjacent to Work. If adjacent conditions prevent completion of Work, Contractor will not commence Work until the conditions are corrected.
- C. Inspect each product immediately prior to installation. Remove damaged products from Site.

3.02 INSURANCE CLAIMS

- A. Any insurance claims on the project shall be submitted to the Engineer.

- B. The Contractor shall work directly with the Engineer, or Owner's insurance representative to address the insurance claim.
- C. Direct communications with claimant shall only be established by the Owner or Owner's insurance representative unless otherwise approved by the Engineer.
- D. At no time shall a sub-contractor be placed in a position to address an insurance claim without prior approval by the Engineer.

3.03 GENERAL INSTALLATION REQUIREMENTS

- A. Comply with the manufacturer's instructions for installation of manufactured products to the extent that these instructions are applicable and more explicit or more stringent than requirements indicated in the Contract Documents.

3.04 CERTIFICATE OF COMPLIANCE WITH MINNESOTA STATUTES 290.92 AND 290.97

- A. Upon completion of the Project and prior to Final Payment, the Contractor and all subcontractors shall complete Minnesota Department of Revenue Revised Form IC-134. This form, Affidavit for Obtaining Final Settlement of Contract with the State of Minnesota and any of its Political or Governmental Subdivisions, is to be signed by a Department of Revenue representative and forwarded to the Owner. Copies of this form can be obtained by writing to the Minnesota Department of Revenue, Forms Section, Mail Station 1173, St. Paul, MN 55146-1173, by calling (651) 296-4444, or on the Minnesota Secretary of State website.

END OF SECTION

SECTION 02 41 13

SELECTIVE SITE DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

Complete or partial removal and disposal or salvage of at grade, above grade, and below grade structures and miscellaneous items.

1.02 Related Sections:

A. Section 31 23 00 – Excavation and Fill.

B. Section 33 10 00 – Water Utilities

1.03 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Bid Items have been provided for removal items. Payment at the Bid Unit Price will be considered compensation in full for all Work necessary to complete the Bid Item in full, including removal, salvage, storage, and disposal.
2. Measurement will be based upon the units as listed below for items removed, abandoned, or salvaged complete as specified. No measurement will be made of any removals that are not required. The actual quantity removed multiplied by the appropriate Bid Unit Price will be compensation in full for all Work and costs of the following Bid Items:
3. Remove Curb and Gutter: Per lineal foot. Sawing shall be incidental.
4. Remove Concrete Walk: Per square foot without regard to thickness. Includes pedestrian curb ramps. Sawing shall be incidental.
5. Remove Bituminous Walk or Driveway: Per square yard without regard to thickness. Sawing shall be incidental.
6. Remove Bituminous Pavement – Bituminous Only: Per square yard without regard to thickness. Bituminous pavement removal includes all areas of bituminous trail and street pavement as identified in the plans. Bituminous pavement removed for patching will be measured per the square yard of bituminous pavement shown on the plans. Sawing shall be incidental.
7. Remove Bituminous Pavement – Full Depth: Per square yard without regard to thickness. Bituminous pavement removal includes all areas of bituminous trail and street pavement as identified in the plans. Bituminous pavement removed for patching will be measured per the square yard of bituminous pavement and aggregate base shown on the plans. Sawing shall be incidental.
8. Sawing Concrete Pavement: shall be incidental.
9. Sawing Bituminous Pavement: shall be incidental. Saw cutting bituminous pavement for purposes of utility adjustments shall be incidental. Saw cutting and removal of excess bituminous pavement for patching shall be incidental.
10. Mill Bituminous Surface: Per square yard and depth as specified.
11. Salvage Sign Panels: Each. Salvaging posts shall be incidental. Delivery shall be incidental.
12. Remove Sign Panels: Each. Removal of posts shall be incidental.
15. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.04 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.).
- B. 2104 – Removing Pavement and Miscellaneous Structures.
- C. 2232 – Mill Pavement Surface.

1.05 DEFINITIONS

- A. Remove: To take away or eliminate from the site by any method selected by the Contractor, including disposal of material.
- B. Salvage: To dismantle, disassemble, or remove carefully without damage so the item can be re-assembled, replaced, or reused in a workable condition equal to that existing before removal.
- C. Abandon: To fill, bulkhead, or close off pipes and structures so that no settlement or flow can occur.

1.06 REGULATORY REQUIREMENTS

- A. Conform to MnDOT Spec. 2104.3C, with the following modifications:
 - 1. Dispose of all materials designated for removal outside the site at locations selected by Contractor.
 - 2. Stockpile or temporarily store materials designated for salvage at locations provided by Contractor. Salvage items not to be re-used on the project shall be delivered to the Apple Valley Central Maintenance Facility located at 6442 140th Street West.

1.07 SCHEDULING

- A. Prior to starting Work, submit for review by the Engineer and approval by the Owner, a schedule showing the commencement, order, and completion dates of the various parts of this Work.
- B. Fill holes or depressions resulting from removal or salvage immediately.
- C. Provide temporary surface restoration for traffic continuity where removal or salvage operations are completed within streets, driveways, or parking lots.

PART 2 PRODUCTS

2.01 Not used.

PART 3 - EXECUTION

3.01 GENERAL

- A. Dispose of all items removed, except for those items identified to be salvaged or recycled. Said disposal shall be in accordance with all laws, regulations, statutes, etc.
- B. Perform removal work without damage to adjacent retained work. Where such Work is damaged, the Contractor shall patch, repair, or otherwise restore same to its original condition at no expense to the Owner.
- C. Remove debris from the work area as often as necessary, but not less than at least once at the end of each workday. Debris shall be placed in approved containers to prevent the spread of dust and dirt.

- D. Execute the Work in a careful and orderly manner with the least possible disturbance to the public and occupants of buildings.
- E. Fill holes resulting from removals consistent with Section 31 23 00.

3.02 EXAMINATION

- A. Meet with owners of signs to determine requirements for salvage, storage, and replacement.

3.03 PROTECTION

- A. Take all necessary precautions to adequately protect personnel and public and private property in the areas of Work. All Site fencing shall be in place prior to the start of any removal work.
- B. All street signs, traffic control signs, guy wires, mailboxes, posts, wood fence, etc. which may interfere with construction shall be removed, stored safely, and replaced.
- C. Approved barriers, warning and regulatory signs shall be provided as necessary.
- D. Provide and maintain temporary protection of existing structures designated to remain where removal work is being done, connections made, materials handled, or equipment moved.
- E. Do not close or obstruct walkways or roadways. Do not store or place materials in passageways or other means of egress. Conduct operations with minimum traffic interference.
- F. Take reasonable precautions to limit damage to existing turf.
- G. Holes or depressions created by removals shall not be left open for more than one (1) day. Any hole within 10 feet of sidewalks shall be filled, suitably marked, or covered immediately.
- H. Avoid disturbance to any material beyond the limits required for new construction.

3.04 REMOVE CONCRETE CURB AND GUTTER OR VALLEY GUTTER

- A. Work includes curb and gutter and valley gutter.
- B. Saw cut at removal limits.
- C. Concrete Curb and Concrete Curb and Gutter or Valley Gutter: Do not disturb any material beyond the limits required to form for new construction (assumed 12 inches maximum from the back of new work and 6 inches beyond the edge of new driveways).

3.05 REMOVE CONCRETE WALK OR DRIVEWAY

- A. Remove in accordance with MnDOT Spec. 2104.3C.2, except as modified below:
 - 1. Saw cut concrete pavement full depth prior to mechanical pavement removal equipment. Remove concrete in such a manner that the remaining pavement is not damaged.
- B. Prior to restoring trench areas, the edges of the trench shall be trimmed back to a vertical face on a straight line which is parallel with the centerline of the trench.

3.06 REMOVE BITUMINOUS WALK OR DRIVEWAY

- A. Saw cut at removal limits.

B. Minimize disruption to adjacent turf and landscaping.

3.07 REMOVE BITUMINOUS PAVEMENT

- A. Remove in accordance with MnDOT Spec. 2104.3C.2, except as modified below:
1. Saw cut bituminous pavement at the removal limits prior to that removal, unless otherwise approved by the Engineer. Depth of existing bituminous is incidental.

3.08 SAWING PAVEMENT

- A. Concrete Pavement: Saw along the removal line to full depth of the thickness of the concrete prior to removing the pavement. In cases of concrete thickness of 6 inches or greater, saw to full extent of blade depth and a minimum of 4 inches.
- B. Bituminous Pavement: Saw along the removal line to a minimum depth of 3 inches prior to breaking off the pavement.
- C. Contractor shall take all necessary precautions to protect existing pavement from damage from the time of saw cutting to the time of placement of new pavement. Additional sawing and bituminous removals created from construction activity shall be at the Contractor's expense.

3.09 PAVEMENT MILLING

- A. Bituminous:
1. Saw cut at removal limits prior to milling process when milling is used for pavement removal.
- B. Mill bituminous surface to the depth and width specified or as directed by the Engineer.

3.10 SALVAGE SIGN PANELS

- A. Carefully salvage sign panel and post.
- B. Clean debris prior to delivery.

3.11 REMOVE SIGN PANELS

- A. Remove sign panel and post.
- B. Dispose of off-site.

3.12 FIELD QUALITY CONTROL

- A. Salvaged items to be reinstalled shall be of the same shape, dimension, location, and quality of the original item prior to construction.
- B. Items damaged during removal or salvaging operations shall be replaced with new material of equal type and quality of the damaged item when it was new.

3.13 DISPOSING OF MATERIAL

- A. Dispose of all materials outside of the Site at disposal location selected by Contractor in compliance with state and local regulations. Burying of material and debris is not allowed within the Site.

END OF SECTION

SECTION 31 10 00

SITE CLEARING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Removal and trimming of vegetation and trees, and stripping and stockpiling of sod and topsoil.
- B. Related Sections
 - 1. Section 31 23 00 – Excavation and Fill.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measure and Payment
 - 1. Clearing and grubbing by each. Measurement will be by each tree identified for removal. Payment will constitute compensation in full for all removal, disposal work, and costs.
 - 2. Sod Removal: This Work is considered incidental to the other Work of the Contract.
 - 3. Windfall/Deadfall Removal: This Work shall be incidental to the Project with no direct compensation unless otherwise specified.
 - 4. Brush Removal: This Work shall be incidental to the Project.
 - 5. Stripping and Stockpiling of Soil: This Work shall be considered incidental to other Work in the Contract.
 - 6. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.).
 - 1. 2101 – Clearing and Grubbing.
 - 2. 2571 – Plant Installation and Establishment.

1.04 DEFINITIONS

- A. Brush: All bushes, shrubs, and other vegetation that can be cut with a brush scythe or mowing machine, including small isolated trees having a diameter of 3 inches or less at a point 2 feet above the ground surface.
- B. Clearing: Cutting, removing, and disposing of trees, shrubs, bushes, windfalls, and other vegetation in the designated areas.
- C. Grubbing: Removing and disposing of stumps, roots, and other remains in the designated areas.
- D. Tree Trimming/Pruning: Cutting broken, damaged, or obstructing branches and installing wound dressing.

1.05 QUALITY ASSURANCE

- A. Burning
 - 1. No burning shall be permitted in the City of Apple Valley.

1.06 SITE CONDITIONS

- A. Work consists of removing trees as indicated in the plans.
- B. The Drawings do not specifically show all trees to be removed or transplanted.
- C. Protect specimen trees close to Work that are designated to remain but may be damaged by Work.

1.07 SEQUENCING AND SCHEDULING

- A. Install temporary erosion control measures prior to Work of this Section.
- B. Complete before or sufficiently ahead of on-going rough grading, excavation, backfill, and compacting for utilities.

PART 2 PRODUCTS

2.01 WOUND DRESSING

- A. Clear alcohol-based shellac.
- B. Other acceptable materials per Engineer's approval.

PART 3 EXECUTION

3.01 GENERAL

- A. Review removals in the field with the Engineer prior to doing Work. Clearing limits will be clearly marked by the Engineer.
- B. Stockpile soil to eliminate contamination with other on Site materials.

3.02 CLEARING AND GRUBBING

- A. Clearing Trees: Cut off, remove, and dispose of trees and brush in the areas designated as a clearing operation. When grubbing is not required, the point of cut off shall be 6 inches above the ground.
- B. Clearing Brush: Cut even with the ground surface.
- C. Grubbing: Remove brush, stumps, roots, and other remains to a minimum depth of 6 inches below subgrade for all proposed sections.
- D. Backfill all depressions resulting from the grubbing operations in accordance with Section 31 23 00.
- E. On slope areas where grading will occur to create slope stability brush may be removed via dozer however debris shall not be buried onsite.

3.03 TRIMMING AND PRUNING

- A. As directed by the Engineer, trim trees that are to be saved but interfere with the proposed construction. Paint all cuts with wound dressing immediately after each cut.

3.04 STRIPPING

- A. After clearing and grubbing have been completed, strip sod and topsoil to a line 2 feet outside of areas to be occupied by structures, walks, roadways, areas to be excavated or filled, and other areas shown.
- B. Stockpile sufficient topsoil to re-spread at a uniform depth of 4 inches to all disturbed areas identified for seeding or sodding:
 - 1. Existing turf shall be stripped and disposed of off-site by the contractor.
 - 2. Do not strip within the drip line (branch spread) of trees identified to remain.

3.05 DISPOSAL

- A. Dispose of all cleared and grubbed material and debris outside the right-of-way at a location selected by the Contractor, except for trees and logs to be salvaged.
- B. Disposal site should be a properly designated landfill area as determined by appropriate governmental agencies or lands under direct control of the Contractor.
- C. Stripped materials not used for embankments shall be disposed off site. Prior to deposition of stripped material, the disposal site shall be cleared of trees and brush. After disposal of stripped material, the embankment shall be graded, top soiled with salvaged soil, and seeded.
- D. On Site burial of any debris is not permitted.

3.06 PROTECTION

- A. Conduct operations so as not to damage surrounding private property.
- B. Protect trees intended to be saved from injury or defacement during operations
 - 1. Restrict widths of utility trenches.
 - 2. Provide protective bracing, sheeting, or box to insure safe Work conditions as incidental to Contract.
 - 3. No materials shall be stored within the drip line of trees NOT marked for removal per MNDOT 2572.3 A.
- C. Exercise care to keep salvaged material as clean as possible during operations.
- D. Install temporary fencing at the construction limits and drip lines of trees to be protected prior to any construction activities in order to protect vegetation.

END OF SECTION

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SECTION 31 23 00

EXCAVATION AND FILL SECTION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Excavation and fill for roadways, foundations, channels, ponds, and other areas.

B. Related Sections:

1. Section 02 41 13 - Selective Site Demolition.
2. Section 31 23 13 - Subgrade Preparation.
3. Section 33 05 05 - Trenching and Backfilling.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. Bid Items have been provided for various excavation materials, borrow materials, and salvage materials. Measurement and payment shall be at the Bid Unit Price consistent with MnDOT Spec. 2105.4 and 2105.5, except as modified in the following.
2. Site Grading shall be at the unit price bid of lump sum and shall include excavation (including salvaging and stockpiling topsoil), stockpiling materials, spreading topsoil, importing of material for setting of subgrade elevations, and disposal of material as required. Payment for Site Grading shall not include the volume of items paid for separately as removals (e.g. curb, bituminous pavement, concrete pavement, reclaimed material). Topsoil shall be respread to a finished depth of six inches (6") in all non-paved areas unless noted otherwise.
3. Select Granular Borrow. Measurement will be by the cubic yard of material compacted in place as determined from calculations performed by the Engineer. Payment will include all costs related to furnishing and installing the material complete in place as specified.
 - a. If the aggregate backfill material is being wasted or placed excessively thick, the Owner reserves the right to deduct quantities that are in excess of plan thickness. Said quantities shall be based on material weighing 110 pounds per square yard of area per inch of thickness.
4. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.):

1. 2106 - Excavation and Embankment.
2. 3149 - Granular Material.

1.04 SUBMITTALS

A. Submit the following items consistent with Section 01 33 00:

1. Gradation tests for borrow materials.

1.05 DEFINITIONS

- A. The definitions of the different classifications of excavation and borrow material shall conform to MnDOT Spec. 2106.1 and 2106.2, or as modified herein:
 - 1. Grading Grade: Bottom of the select granular as shown on the Drawings.
 - 2. Common Excavation: In locations where the design cross section is in a cut section, common excavation shall be classified as all excavation above the grading grade. In areas where the design cross section is in a fill section, common excavation shall include topsoil stripping.
 - 3. Subgrade Excavation: Excavation below the grading grade.
 - 4. Rock Excavation: Includes rocks exceeding 1 cubic yard that are not decomposed, weathered, or shattered, and which require blasting, barring, wedging, or use of air tools for removal. Also included are any boulders, concrete, or masonry structure (except concrete pavement, curb, gutter, and sidewalk).
 - 5. Muck Excavation: Swamp deposits, peat and organic clay (PT or OH per the Unified Soil Classification System).
 - 6. Common Borrow: Inorganic soil which is capable of attaining specified compaction levels, excluding soils which contain organics, contain debris, or are potentially expansive (CH or MH per the Unified Soil Classification System).

1.06 QUALITY ASSURANCE

- A. Assist testing laboratory by excavating for density tests. Assist testing laboratory with obtaining material samples.

PART 2 PRODUCTS

2.01 SELECT GRANULAR BORROW

- A. Conform to MnDOT Spec. 3149.2 B.

PART 3 EXECUTION

3.01 GENERAL

- A. Conform to MnDOT Spec. 2106.3A and 2106.3B, or as modified herein:
 - 1. Establish traffic control prior to excavations.
 - 2. Establish the specified erosion control devices according to Section 01 57 13 prior to all excavations.
 - 3. Notify utility companies of progress schedule so they can accomplish relocations, removals, and holding of lines.
 - 4. Perform removals consistent with Section 02 41 13.
 - 5. Strip topsoil.

3.02 PREPARATION OF SITE GRADING

- A. Conform to MnDOT Spec. 2106.3D, or as modified herein:
 - 1. Engineer's approval is required of all areas where preparation works has been performed prior to the placement of the embankment or fill material.
 - 2. Subgrade shall be test rolled and approved by Engineer prior to the placement of fill.
 - 3. Where embankment is to be constructed over swamp, marsh, or other locations where the foundation material is unstable, the foundation shall be excavated to remove all or part of the unstable material.

3.03 EXCAVATION AND GRADING OPERATIONS

- A. Conform to MnDOT Spec. 2106.3E, or as modified herein:
 - 1. Perform excavations to the alignment, cross section, and grade as shown on the Drawings and staked by the Engineer.
 - 2. Excavation of unstable material below grade shall be done under the direction of the Engineer as the subsurface conditions are disclosed. Payment for subgrade excavation shall be made under the appropriate common excavation item unless a specific item has been bid for subgrade excavation.
 - 3. Remove muck excavation material by utilizing a backhoe so as to minimize disruption to the bottom of the excavation.
 - 4. Notify Engineer immediately of any large boulders or ledge rocks encountered so proper measurement or profile can be made for pay quantities.
 - 5. No solid rock will be allowed within 12 inches of the subgrade.
 - 6. Provide and maintain temporary drainage facilities until permanent facilities are completed.
 - 7. Cut, fill, and grade Site to elevations and contours shown on the Drawings with allowances for pavements, topsoil, and structures.

3.04 DISPOSITION OF EXCAVATED MATERIAL

- A. Conform to MnDOT Spec. 2106.3J.

3.05 PLACING EMBANKMENTS

- A. Conform to MnDOT Spec. 2106.3F, or as modified herein:
 - 1. Topsoil placement shall conform to Section 32 92 00.

3.06 COMPACTING EMBANKMENTS

- A. Conform to MnDOT Spec. 2106.3G, or as modified herein:
 - 1. Compaction required for embankment materials shall conform to the Specified Density Method with the testing location and rates being determined by the Engineer.
 - 2. Clayey or silty soil used as fill will need to be placed at a water content sufficient to attain compaction (near the "optimum water content" defined in ASTM D698). If the Contractor wishes to use soils which are not at the needed water content, it is the Contractor's responsibility to moisture condition the soil (wet or dry) to a uniform condition such that the entire profile (entire lift thickness) attains the minimum specified compaction level. Some on Site soils will be wet (or could be dry) and the Contractor shall not claim that this is a changed condition.
 - 3. The Contractor shall recognize that inclement weather (sometimes heavy) occurs during the construction season and the Contractor shall be responsible for protecting the moisture condition of soils during the construction phase. Such protection measures include sloping of exposed surfaces to promote runoff (avoid ponding) and compacting exposed surfaces prior to rain events to minimize infiltration.

3.07 FINISH OPERATIONS

- A. Conform to MnDOT Spec. 2106.3I, or as modified herein:
 - 1. Finish grading of subgrade prior to placement of an aggregate base course shall conform to the following tolerances
 - a. Not vary by more than 0.05 feet above or below the prescribed elevation at any point where a measurement is made.

2. Grading of the soils beneath the proposed topsoil shall be reviewed and approved by the Engineer prior to the start of the topsoil placement.

END OF SECTION

SECTION 31 23 13
SUBGRADE PREPARATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Grading, shaping, and compacting subgrade prior to placing a base or surface course.
- B. Related Sections:
 - 1. Section 31 23 00 - Excavation and Fill.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Subgrade Preparation. This Work shall be incidental to the Project with no direct compensation unless otherwise specified and shall include the scarifying and compacting the upper six inches of existing subgrade. In cases where site grading is performed to a depth within the defined typical section or less, this item shall be incidental to the site grading item. In cases of utility patching areas, this item shall be for preparation of the gravel base below the bituminous base course.
 - 2. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.):
 - 1. 2106 - Excavation and Embankment.
 - 2. 2111 - Test Rolling.
 - 3. 2112 - Subgrade Preparation.

1.04 SEQUENCING AND SCHEDULING

- A. Subgrade preparation shall be performed on the existing gravel base prior to placement of additional gravel base or bituminous material.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 GENERAL

- A. Subgrade preparations shall be performed to produce the required density, grade, and cross-section.

- B. Aggregate base preparations shall be performed to produce the required density, grade, and cross-section.

3.02 PREPARATION

- A. Adhere to MnDOT specification section 2106 – Excavation and Embankment for preparation of street subgrade.
- B. Shape and re-compact existing aggregate base in areas of driveway and sidewalk work. This shall be incidental to the Work.
- C. Inspection of subgrade by test rolling conforming to MnDOT Spec. 2111, or as modified herein:
 - 1. The equipment used for test rolling shall be a Tandem Truck with a gross weight of 45,000 pounds.
 - 2. The road bed will be considered unstable if yielding and rutting is greater than 1/2 inch.

3.03 COMPACTION

- A. Conform to MnDOT Spec. 2106.3G, or as modified herein:
 - 1. Compact subgrade to not less than 95 percent of maximum density.
 - 2. Existing aggregate base shall be compacted per Section 32 11 23.
 - 3. For the Specified Density Method, the Engineer will sample and test the soils to determine the Maximum Density and Optimum Moisture.
 - 4. Density and moisture tests will be taken on the compacted subgrade at the location and testing rates designated by the Engineer. Nuclear density testing shall be considered an approved method.

3.04 FINISH OPERATIONS

- A. Subgrade tolerance shall conform to MnDOT Spec. 2112.3E, or as modified below:
 - 1. Not vary by more than 0.05 feet above or below the prescribed elevation at any one (1) point where a measurement is made.

END OF SECTION

SECTION 31 23 19

DEWATERING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Furnish and install all labor, equipment, material, and related services to dewater all applicable portions of the Project.
- B. Provide all necessary dewatering during construction of the entire Project.

1.02 MEASUREMENT AND PAYMENT

- A. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS

- A. Submit dewatering plan for all applicable excavations.

1.04 SITE CONDITIONS

- A. Protect the Site and adjacent property to avoid any damage caused by dewatering and pumping.
- B. All dewatering discharge shall be the responsibility of the Contractor.
- C. Insure that no erosion occurs and that no contamination of the adjacent low areas occurs due to dewatering.

PART 2 PRODUCTS

2.01 DEWATERING EQUIPMENT

- A. The choice of dewatering equipment shall be the responsibility of the Contractor.
- B. Dewatering by pumping from sump pits will be acceptable if this method is able to keep the excavation dry.
- C. If pumping from sump pits is not able to maintain a dry excavation, dewatering shall be accomplished by means of well points, vacuum well points, deep wells, or a combination of these methods.

Contractor shall remove from the Site all sand, silt, and debris accumulated during dewatering operations.

PART 3 EXECUTION

3.01 DEWATERING

- A. The Contractor shall obtain and follow all permits required.
- B. All dewatering shall be carried out in accordance with an approved plan. Plan must be approved by the Engineer prior to any dewatering operations.
- C. All dewatering shall be done to insure that no erosion or pollution results.
- D. Dewatering shall be of such magnitude necessary to insure that all excavations are acceptable for the construction requirements.
- E. The Contractor shall insure that the dewatering is operated continuously, 24 hours per day during the times necessary to construct the project as specified.
- F. Upon completion of the operation, the areas shall be cleaned of all debris and equipment and shall be returned to original or better condition.

3.02 PERMITS

- A. Obtain permits required for dewatering wells if utilized.

END OF SECTION

SECTION 31 32 19

GEOSYNTHETIC SOIL LAYERS SEPARATION

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Geotextile fabric used for trail construction.
- B. Related Sections
 - 1. Section 31 23 00 – Excavation and Fill.
 - 2. Section 31 23 13 – Subgrade Preparation.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Geotextile Fabric Root Barrier. Measurement will be based upon units of square yards of actual surface area covered by Geosynthetic Weed Barrier. Payment shall include all materials, installation, and protection of installed Geotextile Fabric as specified. The required overlap joint or joint sewing shall be incidental to this fabric item with no direct payment being made.
 - 2. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation “Standard Specifications for Construction” 2020 Edition (MnDOT Spec.).
 - 1. 3733 – Geotextiles.

1.04 SUBMITTALS

- A. Manufacturers Certificate of Compliance which includes the following information:
 - 1. Full product name by trademark and style number.
 - 2. Geotextile polymer type(s).
 - 3. Geotextile physical properties.
- B. Samples of the Geotextile
 - 1. The geotextile machine direction shall be marked on each sample submitted for testing.

PART 2 PRODUCTS

2.01 GEOTEXTILE FABRIC ROOT CONTROL

- A. Biobarrier Root Control Geotextile fabric as supplied by Tytar. Local supplier contact: Odyssey Environmental, Terry Anderson, Ph. 701-306-2172, email odysseymkt@midco.net, website: <https://typargeosynthetics.com/>

PART 3 PART 3 EXECUTION

3.01 PREPARATION

- A. Excavation: Conform to Section 31 23 00.
- B. Subgrade Preparation: Conform to the requirements of Section 31 23 13. Subgrade shall be tolerated and approved before geotextile placement.

3.02 INSTALLATION

- A. Place geotextile immediately ahead of the covering operation as per manufacturers recommendations
 - 1. No geotextiles shall be left exposed to sunlight during installation for a total of more than 24 hours.
 - 2. The geotextile shall be laid smooth without excessive wrinkles.
 - 3. The geotextile shall not be dragged through mud or over sharp objects which could damage the geotextile.
- B. All adjoining sections of the geotextile shall be overlapped a minimum of 18 inches or sewn using mechanical machine or other method as approved by the Engineer.
- C. Secure fabric in place with staples to prevent displacement.
- D. If geotextile is torn or punctured, the damaged area shall be repaired or replaced
 - 1. The patch shall overlap the existing geotextile a minimum of 3 feet from the edge of any part of the damaged area.

3.03 FILL PLACEMENT

- A. Only granular spreading methods that will not tear the fabric shall be used.
- B. Granular borrow shall be placed according to the manufacturer's recommendations.
- C. Compaction of soils shall be in accordance with the manufacturer's recommendations.

END OF SECTION

SECTION 32 11 23
AGGREGATE BASE COURSES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Requirements for aggregate base course on a prepared subgrade.
- B. Related Sections:
 - 1. Section 32 12 01 - Flexible Paving (Municipal Projects).

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Aggregate Base, Class 5 for use in various locations, will be incidental to pavement section as shown on drawings.
 - a. If the aggregate material is being wasted or placed excessively thick, the Owner reserves the right to deduct quantities that are in excess of Drawing thickness. Said quantities shall be based on material weighing 113 pounds per square yard of area per inch of thickness.
 - 2. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.).
 - 1. 2211 - Aggregate Base.

1.04 SUBMITTAL

- A. Submit gradation report on sample of aggregate base to be used.

1.05 SEQUENCING AND SCHEDULING

- A. Construct aggregate base only after all of the following have been completed:
 - 1. Subgrade has been corrected for instability problems and successfully passed a test rolling test performed by the Contractor and witnessed by the Engineer.
 - 2. Subgrade has been checked for conformance to line and grade tolerances (stringline).

PART 2 PRODUCTS

2.01 MATERIALS

- A. Aggregate Base: Conform to MnDOT Spec. 3138, Class 5 aggregate.
- B. When recycled materials are utilized the aggregate base shall consist of no more than 50% total recycled materials by volume (crushed concrete and bituminous). No more than 25% of the recycled materials can be crushed concrete.

PART 3 EXECUTION

3.01 PREPARATION

- A. Prepare the subgrade in accordance with Section 31 23 13.
- B. Subgrade to be completed and approved by the Engineer prior to installation of aggregate base.

3.02 CONSTRUCTION REQUIREMENTS

- A. Conform to MnDOT Spec. 2211.3:
 - 1. Compact by mechanical means to 100-Percent Standard Proctor Density.
 - 2. The Penetration Index Method (MnDOT Spec. 2211.3.D.2.c) shall be acceptable in compaction testing using either Standard or Modified DCP.
 - 3. Install aggregate base in accordance with details on Drawings.
 - 4. Deliver weight tickets to Engineer daily.
 - 5. Roll test with loaded truck as approved by the Engineer. Maximum acceptable yield of 0.25 inches. Engineer may require multiple passes before approval of the test.

3.03 FIELD QUALITY CONTROL

- A. The Owner shall have an independent testing laboratory sample the aggregate base materials, determine the moisture/density relationships and gradation, and perform field moisture/density tests at locations determined by Engineer.
- B. Line and Grade Tolerance: The final aggregate base surface will be checked for conformance to specified tolerances by the "stringline" method prior to approval to pave the surface. Grade shall be ± 0.03 feet of grade.

3.04 PROTECTION

- A. Protect aggregate base until it is covered by surface pavement.
- B. Keep aggregate base free of ruts and irregularities until covered by surface paving.
- C. Place water on aggregate base for dust control as required to eliminate nuisance conditions for adjacent properties.

END OF SECTION

SECTION 32 12 02

FLEXIBLE PAVING (MUNICIPAL AND STATE AID PROJECTS)

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Hot plant mixed asphalt-aggregate mixtures for wearing and non-wearing pavement courses.
 - 2. Bituminous tack coat.
- B. Related Sections
 - 1. Section 32 11 23 - Aggregate Base Courses.
 - 2. Section 32 16 13 - Concrete Curbs and Gutters.
 - 3. Section 33 05 17 - Adjust Miscellaneous Structures.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Method of Measurement and Payment shall conform to MnDOT Section 2360.4 and 2360.5, except as modified herein.
 - 2. Bituminous Material for Tack Coat: Measurement and Payment shall be considered incidental and shall include the following:
 - a. Measured by volume in gallons at 60 degrees F.
 - b. Payment for bituminous material used for Tack Coat includes compensation in full for all costs incidental to bituminous paving.
 - c. Cleaning of all debris and dirt from the previous bituminous surfaces prior to placement of Tack Coat is included in the Bid Unit Price for Tack Coat.
 - d. Payment for tacking exposed edges of existing bituminous surfaces and concrete curb and gutter in conjunction with non-wearing course placement is considered incidental to the placement of the non-wearing course.
 - 3. Bid Items have been provided for different types of bituminous mixtures:
 - a. Measured by the square yard of material placed and accepted for each specified Bid Item as stated in the Bid Form. Payment shall be made in accordance with the acceptance and payment schedules provided in the MnDOT Specification 2360 Plant Mixed Asphalt Pavement.
 - b. The Bid Unit Price includes both the bituminous course mixture and asphalt binder material.
 - c. Partial payment will not exceed 70 percent of the total calculated payment until the required testing and product documentation is received and found to be acceptable to the Engineer.
 - 4. Preparation of Bituminous Non Wearing: Measurement and Payment shall be considered incidental and shall include the following:
 - a. Final clean-up of the bituminous non wearing course with a power pickup broom.
 - b. Final adjustment of the structures to conform to Section 33 05 17.
 - c. Removal of temporary bituminous ramps.
 - 5. Preparation of Bituminous Trails/Pathways: Measurement and Payment shall be considered incidental and shall include the following:
 - a. Edging and removal of vegetation along sides of trail.

- b. Spray herbicide on weeds and vegetation in trail cracks a minimum of seven (7) days prior to paving and remove dead vegetation and debris.
- c. Clean existing bituminous of debris and vegetation with a power pickup broom.
- 6. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.).
 - 1. 2360 - Plant Mixed Asphalt Pavement.
 - 2. 2357 - Bituminous Tack Coat.
 - 3. 2399 - Pavement Surface Smoothness.
 - 4. 2535 - Bituminous Curb
 - 5. 3139 - Graded Aggregate For Bituminous Mixtures.

1.04 SUBMITTALS

- A. Submit mixture design report to the Engineer. Conform to MnDOT Spec. 2360.2.F and 2360.2.G.8, and Division 01.
- B. Submit mix design report for all projects, regardless of the size of the project.
- C. Submit Q/C results in accordance with MnDOT Spec. 2360.2.G.8 and MnDOT's most recent Materials Control Schedule.

1.05 SEQUENCING AND SCHEDULING

- A. Aggregate base and concrete curb and gutter to be completed and approved by the Engineer prior to placement of bituminous surfaces.
- B. The Contractor shall provide a 48-hour notice for scheduling and noticing of the residents prior to paving operations.
- C. Adjust structures prior to placement of bituminous wearing course as specified in Section 33 05 17.
- D. Bituminous cores for testing shall be taken 12 to 48 hours after paving operations.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Mixture Designation: Conform to MnDOT 2360.1.A, except as modified in the typical section Detail Drawing and Bid Form.
- B. Recycled asphalt shingles (RAS) are not allowed in bituminous wear and non-wear course pavements.
- C. Sewage sludge ash (SSA) is not allowed in bituminous wear and non-wear course pavements.
- D. Bituminous Tack Coat
 - 1. Bituminous Material: Conform to MnDOT Spec. 2357

- a. Emulsified Asphalt, Cationic, CSS-1 or CSS-1H.

PART 3 EXECUTION

3.01 GENERAL

- A. Conform to the requirements of MnDOT Spec 2360.3, except as modified herein.
- B. The Contractor to review the proposed paving sequence with the Engineer prior to placement of each bituminous course (lift).
- C. The proposed sequence shall address the: longitudinal seams, compaction, traffic control, hauling routes, and placement of pavement markings.
- D. Preparation of Bituminous Non Wear Course
 - 1. Final clean-up of the bituminous surface with the use of a power pickup broom and front end loader
 - 2. Adjust structures conforming to the requirements of Section 33 05 17.
- E. Joints: Where new construction meets existing bituminous surfacing, the existing surface shall be uniformly milled or saw-cut straight and bituminous tack coat applied prior to placement of each bituminous course (lift).
 - 1. For joint construction, an existing bituminous surface shall be considered to include any bituminous surface not paved on the same day as the new construction. The Owner may require milling or saw cutting on surfaces paved the same day, if, in the opinion of the Owner, the mix has cooled to a point where a new milled or sawed edge is necessary.
 - 2. Construct 2-foot wide (min.) ramp where new construction does not match existing construction (i.e. wearing course to non-wearing course).

3.02 RESTRICTIONS

- A. Conform to MnDOT Section 2360.3A, except as modified herein.
- B. All street surfaces checked and approved by the Engineer prior to paving.
- C. Existing bituminous surfaces must be dry prior and during placement of any bituminous pavements.
- D. Wearing course shall not be placed when the air temperature in the shade and away from artificial heat is 50 degrees or less, unless otherwise approved by the Engineer.

3.03 EQUIPMENT

- A. Conform to MnDOT Section 2360.3.B.
- B. In locations where a 1/4 crown exists from edge milling, the contractor shall have two (2) screed operators on the back of the screed to ensure specified pavement thickness is achieved.

3.04 TREATMENT OF SURFACE

- A. Bituminous Tack coat shall conform to MnDOT Spec. 2357, except as modified herein.
- B. Restrictions

1. The tack coat shall not be applied when the road surface is wet or when the weather conditions are unsuitable.
 2. The area for tack coat application shall be limited as directed by the Engineer.
 3. The Contractor shall have sole responsibility of claims of tack coat on personal property due to lack of notification or signage of the area being tack coated.
- C. Equipment: Conform to MnDOT Spec. 2360.3B.2.d
- D. Road Surface Preparation: Conform to MnDOT Spec. 2357.3C.
- E. Application
1. At a uniform rate conforming to MnDOT Spec. 2357.3D, but not greater than 0.05 gallon per square yard.
 2. Along the front edge of the concrete curb and gutter, prior to placement of bituminous base.
- 3.05 PAVEMENT DENSITY
- A. Conform to MnDOT Section 2360.3.D, except as modified herein
1. Pathways, Driveways, Patching and Overlays less than 2 inch thick shall conform to Section 2360.3.D.2 – Ordinary Compaction Method.
 2. All other Pavement Density shall conform to Section 2360.3.D.1 – Maximum Density Method.
- B. Vibrating steel drum roller and a pneumatic tired roller employed in conjunction with each other during compaction of all wear courses.
- 3.06 THICKNESS AND SURFACE SMOOTHNESS REQUIREMENTS
- A. Conform to MnDOT Section 2360.3.E, except as modified herein
1. Table 2360-26, Final wear adjacent to fixed structures for manholes and valves shall conform to Section 33 05 17.
 2. Pavement surface shall meet the requirements of 2399 (Pavement Surface Smoothness) Requirements.

END OF SECTION

SECTION 32 13 14

CONCRETE WALKS, MEDIANS, AND DRIVEWAYS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Cast-in-place concrete walkways, medians, driveways, and valley gutters.

B. Related Sections:

1. Section 31 23 00 - Excavation and Fill.
2. Section 31 23 13 - Subgrade Preparation.
3. Section 32 11 23 - Aggregate Base Courses.
4. Section 32 12 02 - Flexible Paving (Municipal Project).
5. Section 32 16 13 - Concrete Curbs and Gutters.

1.02 PRICE AND PAYMENT PROCEDURES

A. Measurement and Payment

1. 5 Inch Concrete Sidewalk. Measurement shall be on the basis of square foot of sidewalk and driveway of specified thickness constructed:
 - a. Payment of the Bid Item shall include the following:
 - 1) Concrete materials.
 - 2) Subgrade and base preparation.
 - 3) Placement of materials.
 - 4) Finishing.
 - 5) Curing and protection.
 - 6) Reinforcement.
 - 7) Dowelling.
 - 8) Backfilling.
2. 5 Inch Concrete Sidewalk Special - Colored. Measurement shall be on the basis of in-place square foot:
 - a. Payment of the Bid Item shall include the following:
 - 1) Colored Concrete materials.
 - 2) Subgrade and base preparation.
 - 3) Placement of materials.
 - 4) Finishing.
 - 5) Curing and protection.
 - 6) Reinforcement.
 - 7) Dowelling.
 - 8) Backfilling.
3. Concrete Pedestrian Curb Ramp. Measurement shall be on the basis of square feet of ramp constructed:
 - a. Measurement of ramp shall not include adjacent concrete curb and gutter. Adjacent concrete curb and gutter shall be measured and compensated separately.
 - b. Payment shall include the following:
 - 1) Concrete materials, including material under the truncated dome panels.
 - 2) Subgrade and base preparation.
 - 3) Placement of materials.

- 4) Finishing.
- 5) Curing and protection.
- 6) Backfilling.
4. Truncated Dome Panel. Installed on the concrete pedestrian curb ramp. Measurement shall be on the basis of square feet of Truncated Dome Surface actually constructed:
 - a. Payment shall include the following:
 - 1) Truncated panel materials.
 - 2) Placement of truncated panels.
 - 3) Protection of truncated panels during construction.
 - 4) Cleaning/removal of concrete from truncated dome panels.
5. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing Materials (ASTM):
 1. ASTM C260 - Air-Entraining Admixtures for Concrete.
- B. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.):
 1. 2211 - Aggregate Base.
 2. 2461 - Structural Concrete.
 3. 2521 - Walks.
 4. 2531 - Concrete Curbing.
 5. 3101 - Portland Cement.
 6. 3113 - Admixtures for Concrete.
 7. 3702 - Preformed Joint Fillers.
 8. 3754 - Poly-Alpha Methyl styrene (AMS) Membrane Curing Compound.

1.04 SUBMITTALS

- A. Submit design mix for each concrete mix used.

1.05 SEQUENCING AND SCHEDULING

- A. Construction of pedestrian curb ramps shall be completed following the placement of the bituminous walk or pathway.
- B. Construction of the concrete driveway apron shall begin no sooner than 24 hours after placement of the adjacent concrete curb and gutter with completion within five (5) days of curb placement.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Concrete to conform to MnDOT Spec. 2461, except as modified herein:
 1. Portland Cement: Conform to MnDOT Spec. 3101.
 - a. Type 3 air-entraining concrete produced by using Type IA Air-Entraining Portland Cement.
 2. Air-Entraining Admixtures: conform to MnDOT Spec. 3113.2B:
 - a. Conforming to ASTM C260.
 - b. Not to be added to the concrete mixtures in the field without approval from Engineer.
 3. Mix Designation and Classification:
 - a. Manual Placement Mix No. 3F52

- b. Slip Form Placement Mix No. 3F32
- B. Preformed Joint Filler: Conform to MnDOT Spec. 3702.
- C. Sealant used on sawed driveway joints shall conform to MNDOT Spec 3722.
- D. Curing Compound: Conform to MnDOT Spec. 3753 and 3754:
 - 1. Clear curing compound shall be utilized as directed by the Engineer.
- E. Sub-Grade Base Material:
 - 1. Aggregated Base Class 5: Conforming to Section 32 11 23.
- F. Ring Route Colored Concrete:
 - 1. Red – Quarry Red.
 - 2. Tan – Riverside Buff, Arizona tan release agent or approved equal.
- G. Truncated Dome Panels: Approved products:
 - 1. Neenah Foundry Co. – Detectable Warning Plates. Red in color.

PART 3 EXECUTION

3.01 GENERAL

- A. Concrete contractor shall have at least two employees with a current ACI concrete flatwork technician or flatwork finisher certification, and at least one of them must be onsite for all concrete pours and finishing operations.
- B. Concrete quantities shall be reconciled with the Engineer within 14 days of completion of concrete work in a given project area.
- C. Provide copies of batch tickets for concrete mix at the time of material delivery.
- D. Construct concrete walkway at the locations and elevations indicated on the Drawings.
- E. Construct walkways to conform to the typical section shown on the Drawings.
- F. Construct concrete curb ramp to conform to the Drawings.
- G. Verify locations with Engineer in the field prior to construction.
- H. The completed concrete work shall give the appearance of uniformity in surface contour and texture, and shall be accurately constructed to line and grade. The required joints, edges, and flow lines shall show neat workmanship.
- I. Retempering of concrete which has partially hardened with or without additional materials or water is prohibited.

3.02 FOUNDATION PREPARATIONS

- A. Placement of the aggregate base or granular material to support the concrete work shall conform to Section 32 11 23 or Section 31 23 13. Compaction of subgrade base shall conform to MnDOT Spec. 2211.3D.2.a.

B. The foundation shall be approved by the Engineer prior to placement of concrete material.

3.03 FORMS

A. Conform to MnDOT Spec. 2521.3C.

3.04 JOINT CONSTRUCTION

A. Conform to MnDOT Spec. 2521.3D.2, except as modified herein:

1. Maximum spacing of expansion joints for walkways shall be 60 feet.
2. Match joints of adjacent concrete work.

3.05 METAL REINFORCEMENT

A. Conform to MnDOT Spec. 2472, except as modified herein:

1. Ring Route sidewalk shall be reinforced per the details on the Drawings.

3.06 PLACING AND FINISHING

A. Conform to MnDOT Spec. 2521.3D and 2531.3D for slip form or 2531.3I for manual placement, except as modified herein:

1. Any deviation in the design curvature of concrete edges in excess of 3/8 of an inch, measured with a 10-foot straight edge, will be considered unacceptable.
2. Any surface area allowing the entrapment of water at a depth 1/8 inch or greater will be considered unacceptable.
3. Unacceptable Work shall be removed and replaced with acceptable Work as directed by the Engineer. Acceptance of Work by price reduction will not be allowed.

B. Pedestrian Curb Ramp - Truncated Dome:

1. Truncated Dome Panels - Conform to the manufacturer's recommendations for placement.
2. Conform to MnDOT Standard Detail Plate No. 7038A for specified truncated dome surface pattern dimensions. Refer to MNDOT Pedestrian Curb Ramp Details, Standard Plan 5-297.250, pages1-6
3. The required color of the truncated dome panels is red.

3.07 CONCRETE CURING AND PROTECTION

A. Conform to MnDOT Spec. 2521.3E and 2521.3E.1.a (Membrane Curing Method), except as modified herein:

1. Coat all surfaces with membrane curing compound within 30 minutes after finishing at the specified rate.
2. The membrane-curing compound must be clear and be applied at 2 different directions perpendicular to each other.
3. Cold weather curing, when temperatures fall below 40 degrees F during placement or within the following 24 hours, shall conform to MnDOT Spec. 2521.3E.3 blanket curing method, or method approved by the Engineer.
4. The freshly finished surface shall be protected, surfaces pitted by rain will be considered unacceptable.
5. Removal and replacement of any concrete section damaged by traffic, rain, cold weather, or other causes occurring prior to final acceptance shall be the responsibility of the Contractor.

3.08 HIGH EARLY CONCRETE

- A. Conform to MnDOT Spec. 2461.2F.2.b, except as modified herein:
 - 1. High early concrete shall be designed to provide a maximum water/cementitious ratio of 0.40.
 - 2. High early concrete shall be designed to provide a minimum flexural strength of 500 psi and a minimum compressive strength of 3,000 psi in 48 hours.

3.09 BACKFILLING

- A. Conform to MnDOT Spec. 2521.3G, except as modified herein:
 - 1. Perform backfilling to protect the concrete no sooner than 72 hours after placement of the concrete.

3.10 THRESHOLD LIMITS FOR NEW AND RECONSTRUCTED CONCRETE SURFACE FAILURE

- A. All concrete pavement, medians, driveway aprons, curb and sidewalks shall meet quality standards for acceptance as established by the Minnesota Department of Transportation and the following additional quality standards listed below. All concrete items failing to meet quality standards throughout the construction period and warranty period shall be considered defective work and shall be replaced by the Contractor at the Contractor's expense. All other minor defects below the threshold limits provided herein shall be repaired by the Contractor at the Contractor's expense in compliance with the current editions of the MN/DOT Concrete Repair Guidelines and Concrete Pavement Rehabilitation Standards. The threshold limits are as follows:
 - 1. Transverse cracking: None allowed.
 - 2. Longitudinal cracking: None allowed.
 - 3. Corner cracking: None allowed.
 - 4. Map cracking: None allowed.
 - 5. Shattered slab: None allowed.
 - 6. Pop outs: Seven (7) per square yard with a maximum size of 0.75" each.
 - 7. Scaling: 0.3 percent of the surface area of the section with no single area of defect exceeding four (4) square inches.
 - 8. Non-functioning Joints: None allowed.

END OF SECTION

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SECTION 32 16 13
CONCRETE CURBS AND GUTTERS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Cast-in-place concrete curbs, and concrete curb and gutter.
- B. Related Sections:
 - 1. Section 32 11 23 - Aggregate Base Courses.
 - 2. Section 32 12 02 - Flexible Paving.
 - 3. Section 32 13 14 - Concrete Walks, Medians, and Driveways.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Concrete Curb and Gutter. Measurement of curb and gutter shall be by the lineal foot of each type measured along the face of the curb at the gutter line for each type. Payment shall include materials, preparation, placement, finishing, curing, protection, reinforcement, and backfilling. No payment for curb will be made at the location of catch basin castings.
 - 2. No separate measurement or payment for modifications at curb ramps, driveways, transition sections, or curb installed at catch basins and radii.
 - 3. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing Materials (ASTM):
 - 1. ASTM C260 - Air-Entraining Admixtures for Concrete.
- B. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.):
 - 1. 2461 - Structural Concrete.
 - 2. 2531 - Concrete Curbing.
 - 3. 3101 - Portland Cement.
 - 4. 3113 - Admixtures for Concrete.
 - 5. 3702 - Preformed Joint Fillers.
 - 6. 3754 - Poly-Alpha Methyl styrene (AMS) Membrane Curing Compound.

1.04 SUBMITTALS

- A. Submit design mix for each concrete mix designation used.

1.05 SEQUENCING AND SCHEDULING

- A. Concrete curb and gutter construction precedes installation of pavement.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Concrete to Conform to MnDOT Spec. 2461, except as modified herein:
 - 1. Portland Cement: Conform to MnDOT Spec. 3101:
 - a. Type 3 air-entraining concrete produced by using Type IA Air-Entraining Portland Cement.
 - 2. Air-Entraining Admixtures:
 - a. Conforming to ASTM C260.
 - b. Not to be added to the concrete mixtures in the field without approval from Engineer.
 - 3. Mix Designation and Classification for Concrete Curb and Gutter:
 - a. Manual Placement Mix No. 3F52.
 - b. Slip Form Placement Mix No. 3F32.
- B. Pre-Formed Joint Filler: Conform to MnDOT Spec. 3702.
- C. Curing Compound: Conform to MnDOT Spec. 3754:
 - 1. Clear Curing compound shall be utilized.

PART 3 EXECUTION

3.01 GENERAL

- A. Concrete quantities shall be reconciled with the Engineer within 14 days of completion of concrete work in a given project area.
- B. Provide copies of batch tickets for concrete mix at the time of material delivery to Site.
- C. Construct concrete curb and gutter at the locations and elevations indicated on the Drawings.
- D. Construct the style or type of curb and gutter as shown on the Drawings.
- E. Construct intersection curb radii and transitions sections to conform to the detail on the Drawings.
- F. Construct transition sections at inlet structures to conform to the detail on the Drawings.
- G. Construct concrete curb ramp depressions to conform to the detail on the Drawings.
- H. The completed concrete work shall give the appearance of uniformity in surface contour and texture, and shall be accurately constructed to line and grade. The required joints, edges, and flow lines shall show neat workmanship.
- I. Retempering of the concrete which has partially hardened with or without additional materials or water is prohibited.

3.02 FOUNDATION PREPARATIONS

- A. Support on a compacted aggregate base:
 - 1. Conform to typical sections as shown on the Drawings.
 - 2. Conform to Section 32 11 23.

3.03 FORMS

- A. Conform to MnDOT Spec. 2531.3B.

3.04 JOINT CONSTRUCTION

- A. Conform to MnDOT Spec. 2531.3E, except as modified herein:
 - 1. Maximum spacing of expansion joints for slip formed shall be 200 feet or as directed by the Engineer.

3.05 METAL REINFORCEMENT

- A. Conform to MnDOT Spec. 2472, except as modified herein:
 - 1. Where required, install two No. 4 steel reinforcing rods in lower portion of the curb section with a minimum of 2-inch coverage on all sides:
 - a. Placement at catch basins conform to the details on the Drawings.

3.06 PLACING AND FINISHING

- A. Conform to MnDOT Spec. 2531.3C and 2531.3D, except as modified herein:
 - 1. The top surface of the curb and gutter shall have a brush finish at right angles to the curb line.

3.07 CONCRETE CURING AND PROTECTION

- A. Conform to MnDOT Spec. 2531.3G and 2531.3G.1.a (Membrane Curing Method), except as modified herein:
 - 1. All surfaces shall be coated with membrane curing compound within 30 minutes after finishing at the specified rate.
 - 2. The membrane-curing compound must be applied in two (2) different directions perpendicular to each other.
 - 3. Cold weather curing when temperatures fall below 40 degrees during placement or within the following 24 hours shall conform to MnDOT Spec. 2531.3G.3 and 2531.3G.1.b blanket curing method or method approved by the Engineer.
 - 4. The freshly finished surface shall be protected, surfaces pitted by rain will be considered unacceptable.
 - 5. Removal and replacement of any curb section damaged by traffic, rain, cold weather, or other causes occurring prior to final acceptance shall be the responsibility of the Contractor.

3.08 BACKFILLING

- A. Conform to MnDOT Spec. 2531.3H, except as modified herein:
 - 1. Initial Backfilling:
 - a. Follow the 72-hours curing period with completion within 6 days of original placement.
 - b. Tolerance within 0.3 feet to the top of curb elevation.

3.09 WORKMANSHIP AND FINISH

- A. Conform to MnDOT Spec. 2531.3I, except as modified herein:
 - 1. Any deviation in the design curvature of concrete edges in excess of 3/8 of an inch, measured with a 10-foot straight edge, will be considered unacceptable.
 - 2. Acceptance of Work by price reduction will not be allowed.

3.10 THRESHOLD LIMITS FOR NEW AND RECONSTRUCTED CONCRETE SURFACE FAILURE

- A. All concrete pavement, medians, driveway aprons, curb and sidewalks shall meet quality standards for acceptance as established by the Minnesota Department of Transportation and the following additional quality standards listed below. All concrete items failing to meet quality standards throughout the construction period and warranty period shall be considered defective work and shall be replaced by the Contractor at the Contractor's expense. All other minor defects below the threshold limits provided herein shall be repaired by the Contractor at the Contractor's expense in compliance with the current editions of the MN/DOT Concrete Repair Guidelines and Concrete Pavement Rehabilitation Standards. The threshold limits are as follows:
1. Transverse cracking: None allowed.
 2. Longitudinal cracking: None allowed.
 3. Corner cracking: None allowed.
 4. Map cracking: None allowed.
 5. Shattered slab: None allowed.
 6. Pop outs: Seven (7) per square yard with a maximum size of 0.75" each.
 7. Scaling: 0.6 percent of the surface area of the section with no single area of defect exceeding four (4) square inches.
 8. Non-functioning Joints: None allowed.

END OF SECTION

SECTION 32 17 23
PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Pavement markings for control and guidance of traffic.
- B. Related Sections:
 - 1. Section 32 12 01 - Flexible Paving

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Symbols and Messages:
 - a. Symbols and Messages shall be measured on the basis of each for each applied:
 - 1) Separate measurement will be made for each type of message.
 - 2. Pavement markings of each type. Payment of each Bid Item shall be compensation in full for all costs incidental thereto, including but not limited to surface preparation, traffic control measures, maintaining the Work, together with any other expenses incurred in completing the Work that are not specifically included for payment under the Contract Bid Items.
 - 3. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.):
 - 1. 2102 – Pavement Marking Removal
 - 2. 2582 - Pavement Markings.
 - 3. 3354 - Preformed Pavement Marking Tape for Permanent Traffic Lane Delineation and Legends.
 - 4. 3590 – Multi-Component Liquid Pavement Markings.
 - 5. 3591 - Water Based Traffic Paint.
 - 6. High Durability Preformed Pavement Markings.
 - 7. The Application Specification for Conventional Pavement Marking Materials.
 - 8. 3-Minute Dry Alkyd and High Solids Latex.

1.04 SUBMITTALS

- A. One (1) copy of the chosen paint/epoxy lot or batch formulation.
- B. Pavement Marking Contractor Qualifications/Certifications.
- C. MnDOT Certification approvals.

1.05 SEQUENCING AND SCHEDULING

- A. Conform to the requirements of MnDOT Specifications.

PART 2 PRODUCTS

2.01 MATERIALS

A. Paint:

1. High Solids Water Based:
 - a. Free of toxic heavy metals, including lead, mercury, and cadmium.
 - b. Track Free Time – three (3) minutes or less.
 - c. Yellow Prime Pigment - Colour Index Pigment Yellow No. 65 or No. 75.
 - d. White Color - Flat white.
 - e. Yellow Color - Color No. 33538 of Federal Standard 595.
2. 3-Minute Dry Alkyd:
 - a. Free of toxic heavy metals, including lead, mercury, and cadmium.
 - b. Track Free Time – three (3) 3 minutes or less.
 - c. Yellow Prime Pigment - Color Index Pigment Yellow No. 65 or No. 75.
 - d. White Color - Flat white.
 - e. Yellow Color - Color No. 33538 of Federal Standard 595.

2.02 EQUIPMENT

A. General:

1. Vehicles used shall be deployed and equipped with traffic control devices set forth in the "Minnesota Manual on Uniform Traffic Control Devices, Field Manual."
2. Shadow vehicle with truck-mounted attenuator shall be used on streets with posted speed equal to or greater than 40 m.p.h. or ADT greater than 1,500 vehicles per day.
3. Equipment used for spray applications shall be capable of applying glass beads by a pressurized system at a rate of at least 25 lbs/gal.
4. Capable of accumulating footage applied per gun.
5. Stainless steel components in the delivery system required for water-based materials.

PART 3 EXECUTION

3.01 GENERAL

- A. The pavement marking crew shall include at least 1 technical expert knowledgeable in each of the following areas:
 1. Equipment operation.
 2. Application techniques.
 3. Traffic control.
 4. Safety regulations.
- B. The filling of tanks, pouring of materials, or cleaning of equipment shall not be performed on unprotected pavement surfaces, unless adequate provisions are made to prevent spillage of material.

3.02 SCHEDULE

A. Paint Pavement Markings:

1. Place following completion of bituminous wear course:
 - a. No sooner than 24 hours after placement of bituminous.
 - b. Within five (5) working days of completion of bituminous placement.

3.03 REMOVAL

A. General:

1. Removal of pavement markings shall be accomplished with suitable water blasting or grinding equipment, unless other means are authorized by the Engineer. Bituminous street surfacing shall not be damaged by the removal operation.
2. Black painting of pavement markings shall not be used as a removal method, unless directed by the Engineer.

3.04 PREPARATION

A. Locations:

1. In general accordance with the Drawings:
 - a. Location of marking designating no passing zones to be coordinated with corresponding traffic signs.
2. The Engineer will place necessary "Spotting" at appropriate points:
 - a. Horizontal control.
 - b. Starting and stopping points.
 - c. Broken line intervals will not be marked.
 - d. Longitudinal joints, pavement edges, and existing markings shall serve as horizontal control when so directed.
 - e. Contractor shall notify Engineer at least 48 hours in advance when requesting spotting locations.
3. Edge lines and lane lines are to be broken only at intersections with public roads and at private entrances if they are controlled by a yield sign, stop sign, or traffic signal.
4. The break point is to be at the start of the radius for the intersection or at marked stop lines or crosswalks.

B. Trail Surface:

1. Engineer may direct cleaning of surface as necessary immediately prior to marking application:
 - a. Brushing with non-metallic rotary broom.
 - b. Other cleaning method approved by Engineer.
 - c. Air blast following cleaning.
2. Surface must be dry.
3. Minimum surface temperature is 50 degrees F.

3.05 APPLICATION

A. General:

1. Tolerance:
 - a. Width: A tolerance of 1/4 inch under or 1/4 inch over the specified width will be allowed for striping provided the variation is gradual and does not detract from the general appearance.
 - b. Length: Broken line segments may vary up to 2-3/4 inches from the specified lengths provided the over and under variations are reasonably compensatory.
 - c. Alignment: Deviations from the control guide shall not exceed 2 inches.
 - d. Establishment of application tolerances shall not relieve the Contractor of his responsibility to comply as closely as practicable with the planned dimensions.
2. Material shall not be applied over longitudinal joints.
3. 4-inch broken line consists of 10 feet of paint and 40 feet space (1 cycle).

4. If same equipment used for different color material with change in color, an amount of material equal to fifteen 10-foot long stripes shall be wasted prior to beginning application with the new color.
5. Conditions:
 - a. Markings shall not be applied when wind or other conditions cause a film of dust to be deposited on the pavement surface after cleaning and before the marking material can be applied.
 - b. Except when used as a temporary marking, pavement markings shall only be applied in seasonable weather when air temperature is 50 degrees F or higher, or at Engineers direction.

B. Paint:

1. Minimum thickness 15 mil.
2. In accordance with the appropriate MnDOT Spec.
3. Painted lines on the bituminous base course shall be applied once.
4. Painted lines on the bituminous wearing course bid price shall include two applications of paint.

3.06 CORRECTION OF DEFECTS

- A. All pavement markings not conforming to the requirements of the Specifications shall be removed and replaced, or otherwise repaired to the satisfaction of the Engineer.
- B. Where yield computations show a deficiency in material usage of not more than 20 percent, Owner may require satisfactory repair or may accept the Work at a reduced Bid Unit Price that is in direct proportion to the percent of the deficiency.
- C. Where yield computations show a deficiency in material usage in excess of 20 percent, Owner will require removal and replacement to the satisfaction of the Engineer, unless other means are approved by the Engineer.
- D. If removal and replacement is required, at least 90 percent of the deficient line shall be removed.
- E. Width of removal shall be 1 inch wider on all sides than the nominal width of the marking to be removed.
- F. Removal of unacceptable Work shall be accomplished with suitable water blasting or grinding equipment, unless other means are authorized by the Engineer. Bituminous street surfacing shall not be damaged by the removal operation.

END OF SECTION

SECTION 32 92 00

TURF AND GRASSES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Restoration of construction area by installation of topsoil, seed, sod, soil amendments, mulch, and erosion control.
- B. Related Sections:
 - 1. Section 01 57 13 - Temporary Erosion and Sediment Control.
 - 2. Section 31 23 00 - Excavation and Fill.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Seeding. Measurement will be based upon units of square yards of area seeded. Partial payment of 50% will be made until seeding is established and accepted. 1% of project total payment shall be withheld until ground coverage reaches 70%.
 - 2. Seed Mixture. This is considered incidental to the seeding type of the Contract.
 - 3. Fertilizer. This Work is considered incidental to the seeding type of the Contract.
 - 4. Erosion Control Blanket. Measurement will be by the square yard of specified blanket installed.
 - 5. Water for Turf Establishment. Watering shall be considered incidental throughout the maintenance period.
 - 6. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.).
- B. Minnesota Department of Transportation Seeding Manual 2024 (MnDOT Seeding Manual).

1.04 SUBMITTALS

- A. Provide the following submittals consistent with Section 01 33 00.
- B. Provide source and invoice for seed to be used for this Project.
- C. Producer's certificate of compliance – Written documentation verifying compliance of mixture of seed furnished. Include percentage of various seed species, year of production, germination rate, seed bag tags, and weed seed content. Submit to the Engineer at least 5 days prior to delivery.
- D. Species within native seed mixes species shall have their origin documented by the Minnesota Crop Improvement Association (MCIA) to certify that the product is a local ecotype plant.

1.05 LABEL FROM SOIL MOISTURE AMENDMENT PRODUCT UTILIZED. TURF ESTABLISHMENT PERIOD

- A. The Establishment Period for plants shall begin for immediately after installation, with the approval of the Engineer, and continue until the date that the Engineer performs a final inspection:
 - 1. The establishment period for seeded and sodded areas is 45 days.

1.06 FIELD QUALITY CONTROL

- A. Provide Engineer with seed bag tags used for identification purposes.

1.07 SEQUENCING AND SCHEDULING

- A. A 45 day establishment period is required for all seeded/sodded areas. For seed/sod that is planted after November 1, the 45 day establishment period will not begin until the following April 15 and will continue for 45 days.
- B. If the Contractor is unable to temporarily stabilize the areas to be seeded/sod prior to November 1, instead of completing the final stabilization process, the Contractor may submit a temporary stabilization plan to the Engineer defining the temporary stabilization plan, to include erosion and sediment controls, schedule, and maintenance plan, The costs to implement a temporary stabilization plan after November 1 will be considered incidental to this Contract.

PART 2 PRODUCTS

2.01 FERTILIZER

- A. Conform to MnDOT Spec. 3881, Type 3 – Slow Release Fertilizer.

2.02 SEED: Conform to MnDOT Spec. 3876.

- A. Per specifications on the drawings.
- B. Lawns: MnDOT Residential Turfgrass Mixture.
- C. Temporary Spring Cover: MnDOT Mixture 21-111.
- D. Temporary Fall Cover: MnDOT Mixture 21-112.
- E. Native Seed Mix: MnDOT Mesic Inslope Mixture.

2.03 EROSION CONTROL BLANKET

- A. Conform to MnDOT Spec. 3885:
 - 1. The erosion control blanket for permanent turf establishment shall be MnDOT Category 20/25.

2.04 TOPSOIL

- A. Top soil will be salvaged and suitable topsoil from the project site for spreading on areas to be restored.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Review restoration areas with the Engineer.
- B. Notify the Engineer at least 3 days in advance of hauling topsoil borrow on Site so the Engineer may visually inspect and sample for testing if deemed necessary.
- C. Finish grades are to be inspected and approved by the Engineer prior to start of restoration.

3.02 DELIVERY AND STORAGE

- A. Delivery:
 - 1. Notify the Engineer of the delivery schedule in advance so the plant material may be inspected upon arrival at the Site. Remove unacceptable plant material from the Site immediately.
 - 2. Deliver fertilizer and lime to the Site in the original, unopened containers bearing the manufacturer's guaranteed chemical analysis, name, trade name or trademark, and in conformance to state and federal law. In lieu of containers, fertilizer and lime may be furnished in bulk and a certificate indicating the above information shall accompany each delivery.
 - 3. During Delivery: Protect sod from drying out and seed from contamination.
- B. Storage:
 - 1. Sprinkle sod with water and cover with moist burlap, straw, or other approved covering, and protect from exposure to wind and direct sunlight. Covering should permit air circulation to alleviate heat development.
 - 2. Keep seed, lime, and fertilizer in dry storage away from contaminants.

3.03 PREPARATION

- A. General: Conform to MnDOT Spec. 2575.3A.
- B. Placing Seed: Conform to MnDOT Spec. 2575.3B.
- C. Fertilizers and Conditioners: Conform to MnDOT Spec. 2574.3D:
 - 1. Apply fertilizer at a rate of 300 lbs. per acre.
- D. Soil Preparation:
 - 1. All areas disturbed by construction outside of paved areas shall be excavated to a depth of six (6) inches.
 - 2. The 6" of placed soil will be scarified to a depth of 3" prior to placing sod or seed.
 - 3. Areas will be worked until soil is completely fined and in a mellow condition to finish grade. Holes, depressions, and rivulets shall be filled in and brought to a smooth grade.
 - 4. All sticks, branches, stones, or other debris on the surface over two (2) inch in size shall be picked up and removed.

3.04 SOWING SEED

- A. Seeding Dates: Conform to MnDOT Spec. 2575.3 for the mixes specified.
- B. Seeding Preparation and Application: Conform to MnDOT Spec. 2575.3 for the mixes specified.

3.05 SEED MIXTURE

- A. Conform to MnDOT Spec. 3876 for the mixes specified.

3.06 FERTILIZER

- A. Conform to MnDOT Spec. 3881.

3.07 EROSION CONTROL BLANKET

- A. Erosion control blanket shall be installed immediately following seeding in accordance with MnDOT Spec. 2575.3G, and as modified below.
- B. Raking or harrowing of soil/seed shall be done before installation of erosion control blanket.
- C. Blanket shall be installed parallel to the direction of flow in all cases.
- D. If permanent seeding is not available at the time of blanket installation, this material will have to be removed, re-seeded, and installed again as a permanent erosion control measure. If permanent seeding is available at the time of initial installation, a 1-time proper installation is acceptable.

3.08 TOPSOIL

- A. Topsoil shall be placed no more than five (5) working days before placement of seed.
- B. Final in place depth shall be as shown on the drawings.
- C. Surface of topsoil shall conform to the final grade.
- D. Place topsoil so as not to compact underlying soils. Do not compact topsoil.
 - 1. Topsoil shall be loosened to a minimum depth of three (3) inches using disks, harrows, field diggers, or other suitable cultivating equipment.

3.09 WATER FOR TURF ESTABLISHMENT

- A. Water seeded and or sodded areas as necessary during the establishment period to provide establishment of turf over 70% per each square foot of seeded areas and 100% of sodded areas.
- B. Water seeded areas within one day after areas have been seeded. Apply Water at a rate that prevents any damage to hydro-mulch, erosion blanket, and so that no runoff should occur from the seeded areas. Supply water to seed daily for the first 15 calendar days at a rate to keep soil surface moist. For the remainder of the warranty period. Water seeded areas as needed to provide one (1) inch per week.
- C. Prior to the expiration of the warranty period, the Engineer will inspect the seeded/sodded areas to determine if the areas have established a uniform growth. If the uniform growth has not been established, the Engineer may direct the Contractor to continue watering any area if deemed necessary. Frequency of watering shall be as directed and modified by the Engineer. Duration of watering shall continue at the directed frequency until the Contractor is directed by Engineer to cease
- D. The engineer and Contactor shall inspect the turf prior to final closeout. Contractor is responsible for any and all repairs required to achieve the required vegetative cover.

3.10 WEED CONTROL

- A. Weed control shall be the responsibility of the contractor during the 45-day establishment period. Weed control may include spot spraying and mowing to control weed growth.

3.11 SOIL MOISTURE AMENDMENT

- A. Apply per manufacturer's recommendations.
- B. Thoroughly mix with topsoil and compost mixture prior to placement.
- C. This item shall be incidental to the Work.

3.12 MAINTENANCE

- A. Restored areas that have been satisfactorily completed and are disturbed by Weather events or additional construction activity required by the timing and sequencing of the Work shall be restored - using the same requirements of the original work.

3.13 INSPECTION AND ACCEPTANCE

- A. Upon completion of watering the seeding areas and establishment meets the specified requirements of 70% coverage, the seed will be accepted.

END OF SECTION

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SECTION 33 05 05
TRENCHING AND BACKFILLING

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Trenching requirements for underground piping and appurtenances, including requirements for excavation, backfill, and compaction.
- B. Related Sections:
 - 1. Section 33 40 00 - Storm Drainage Utilities.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Trench Excavation: Excavation and backfilling of trench and associated pipe bedding shall be included in the price of pipe provided.
 - 2. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.):
 - 1. 2105 - Excavation and Embankment.
 - 2. 2451 - Structure Excavations and Backfills.
 - 3. 3149 - Granular Material.
- B. American Society of Testing Materials (ASTM):
 - 1. ASTM C1479 - Standard Practice for Installation of Precast Concrete Sewer, Storm Drain, and Culvert Pipe Using Standard Installations.
 - 2. ASTM D2321 - Standard Practice for Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications.
 - 3. ASTM D698 - Test Method for Laboratory Compaction Characteristics for Soil Using Standard Effort (12,400 ft-lbf/ft).

1.04 SUBMITTALS

- A. Provide the following submittals consistent with Section 01 33 00:
 - 1. Product Data for each Borrow Material:
 - a. Name and location of source.
 - b. Results of gradation tests.

1.05 DEFINITIONS

- A. Bedding: The soil material adjacent to the pipe which makes contact with the pipe foundation, walls of the trench, and upper level of backfill. The purpose of bedding is to secure the pipe to true line and grade, and to provide structural support to the pipe barrel.

- B. Foundation: Soil material beneath the pipe bedding.
- C. Improved Pipe Foundation: Foundation provided by importing material from sources outside the Site. Required when foundation is soft or unstable.
- D. Rock Excavation: Includes such rocks that are not decomposed, weathered, or shattered, and which will require blasting, barring, wedging, or use of air tools for removal. Also included are any boulders, concrete, or masonry structure (except concrete pavement, curb and gutter, and sidewalk) exceeding 1 cubic yard.
- E. Pipe Zone: That part of the trench below a distance of 1 foot above the top of the pipe.
- F. Sand Cushion: Aggregate bedding material used around pipe in areas where rock excavation is encountered, where pipe insulation is used, and when crossing existing utilities.

1.06 SEQUENCING AND SCHEDULING

- A. Known existing underground utilities are shown on the Drawings in a general way. Owner does not guarantee the locations as shown on the Drawings. Contractor shall anticipate variations in both the vertical and horizontal locations of underground utility lines from those shown on the Drawings.
- B. Uncover utilities and verify both horizontal and vertical alignments sufficiently in advance of construction to permit adjustments in the Work. Determine location of existing utilities and identify conflicts before excavating trench for pipe installation.
- C. Notify Gopher State One Call before starting construction in a given area, requesting utility locations in the field.
- D. Provide continuance of flow of existing sewer and other facilities.
- E. Backfill and compact all trench excavations promptly after the pipe is laid.

1.07 WARRANTY

- A. Trench settlements that occur during the correction period and are greater than 1 inch as measured by a 10-foot straight edge will be repaired in a manner acceptable to the Owner at the Contractor's expense.

PART 2 PRODUCTS

2.01 PIPE BEDDING MATERIAL

- A. Polyvinyl Chloride (PVC) Pipe and High Density Polyethylene (HDPE) Pipe
 - 1. Comply with MnDOT Spec. 3149.2B1 for granular borrow
 - a. No on Site granular material encountered during construction may be used (without the permission of the Engineer).
 - b. 1 inch maximum aggregate size.

2.02 BACKFILL MATERIAL

- A. Suitable materials selected from the excavated materials to the extent available and practical.

- B. Suitable materials are mineral soils free of rubbish, trees, stumps, branches, debris, frozen soil, oversized stone, concrete and bituminous chunks, and other similar unsuitable material.

PART 3 EXECUTION

3.01 EXAMINATION

- A. **A sample of the fine filter aggregate shall be provided to the Engineer for examination prior to delivery to the site and placement on the project.**
- B. Prior to construction, inspect existing utility structures and surface features, and document condition.
- C. Re-inspect foundation soils if rain fall or snow has occurred after initial inspection but prior to placing pipe and bedding.

3.02 PREPARATION

- A. Notify Utility Owners to field mark their utility locations.
- B. Protect as necessary surface features, such as utility poles, trees, structures, pavement, etc., that are not designated on the Drawings to be removed.
- C. Notify utility companies of progress schedule so they can accomplish any necessary relocations and removals that they have agreed to relocate, remove, or support.
- D. Implement traffic control.
- E. Complete temporary removal or relocation of surface features, such as fences, shrubs, signs, and mailboxes.
- F. Strip off existing topsoil from within the trench excavation limits and stockpile. Separate vegetative strippings from salvageable topsoil and dispose of appropriately.
- G. Crossing Under Existing Utility Lines:
 - 1. Use extreme care when excavating in the vicinity of underground utility lines to avoid damage to protective coatings or surfaces.
 - 2. Where possible and as authorized by the utility, temporarily remove the utility line, install the new pipe, and reinstall the utility line.
 - 3. Where existing line cannot be removed or is not feasible to remove, securely support, excavate under, backfill under and around the utility line to 100-Percent Standard Proctor Density.
 - 4. Contractor to notify utility company when existing utility line or conduit casing has been damaged and provide access for utility company to make repairs prior to backfilling.

3.03 CONSTRUCTION

- A. Conform to ASTM C2321, or modified herein.
- B. Trench Excavation:
 - 1. Excavate trench to alignment and grade shown on the Drawings.
 - 2. The trench width at the surface may vary and depends on the depth of trench and nature of the excavated material encountered. However, it shall be of ample width to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted properly.

3. Correct any part of the trench that is inadvertently excavated below grade with approved material compacted to 100-Percent Standard Proctor Density.
 4. Brace, shore, or sheet trench and provide drainage. Comply with applicable State Regulations relating to industrial safety to a safe angle of repose. Angle of repose may be no less than that required by the Accident Prevention Division of the State Industrial Commission or the requirements of the Occupational Safety and Health Act (OSHA), whichever is most restrictive.
 5. Pile all excavated material in a manner that will not endanger the Work or obstruct sidewalks, driveways, gutters, etc.
 6. Segregate soils in the excavated material that are not suitable for trench backfill and dispose of in a manner that is consistent with the requirements specified herein under "Backfill Above Pipe Zone."
 7. Dispose of excess excavated materials off of right-of-ways and easements in a suitable site selected by the Contractor.
- C. Trench Bottom:
1. Excavate to a sufficient depth to insure adequate foundation when the bottom of the trench is soft or where in the opinion of the Engineer unsatisfactory foundation conditions exist. Bring excavation up to pipe grade with thoroughly compacted granular materials meeting the requirements of Improved Pipe Foundation Material.
 2. Provide temporary support, remove, relocate, or reconstruct existing utilities located within the trench excavation. Utility shall designate method employed. Use particular care and provide compacted fill or other stable support for utility crossings to prevent detrimental displacement, rupture, or failure.
 3. Excavate to expose existing utilities that cross in close proximity to the planned pipe line to determine the utilities' exact location sufficiently ahead of pipe installation to plan for the avoidance of grade conflict. Measure to determine the utilities' location relative to the planned pipe line location. A deviation from the alignment, grade, and location to avoid conflict may be ordered by the Engineer.
 4. In locations where rock affects the pipe foundation, excavate the trench 6 to 12 inches below the pipe and place sand cushion material up to the proposed invert elevation. The remainder of the trench up to the top of rock elevation shall be backfilled with granular backfill material:
 - a. Sand Cushion: The removal and disposal of the unsuitable material within the trench and below the invert elevation, and the replacement up to invert elevation with the appropriate bedding material.
 - b. Granular Backfill: The removal and disposal of unsuitable material within the trench, above the invert elevation, and replacement up to the surface with appropriate backfill material. No additional compensation will be allowed for wider or deeper trenches in rock excavations.
 - c. For PVC and HDPE Pipe, the sand cushion shall be placed to 1 foot above the pipe and shall be paid as pipe bedding. The remainder of the trench up to the top of the rock shall be backfilled with granular backfill material.
 5. Improved Pipe Foundation: When unsatisfactory foundation conditions exist, excavate to a depth consisting of solid materials. Fill to pipe grade with thoroughly compacted granular materials meeting the requirements of Improved Pipe Foundation Material.

3.04 PIPE BEDDING

- A. Polyvinyl Chloride Sewer Pipe: Bed pipe in accordance with ASTM D2321.
- B. Reinforced Concrete Pipe: Bed pipe in accordance with Class C-1 Bedding.

- C. Use only selected materials free from rock, boulders, debris, or other high void content substances to a level 1 foot above the top of pipe. Remove ledge rock, boulders, and large stones to provide at least 6-inch clearance from pipe.
- D. Dig bell holes of ample dimension at each joint such that the pipe barrel rests continuously on the bedding.

3.05 BACKFILL WITHIN PIPE ZONE

- A. Backfill immediately after pipe is laid. Restrain pipe as necessary to prevent their movement during backfill operations.
- B. Place material completely under pipe haunches in uniform layers not exceeding 4 inches in depth.
- C. Hand (shovel) tamp along pipe within haunch zone.

3.06 BACKFILL ABOVE PIPE ZONE

- A. Use suitable materials meeting the requirements of Backfill Material.
- B. Tracer wire shall be installed directly above pipe with all thermoplastic pipe in accordance with CEAM 2611 and CEAM 2621.
- C. Place in uniform depth layers not to exceed 12 inches before compaction. Complete the compaction of each layer before placing material for the succeeding layer.
- D. Compact each layer by mechanical means until it meets the requirements of MnDOT Spec. 2105.3F1 "Specified Density Method." Trenches shall be compacted to a minimum of 95 percent, except to 100 percent in the upper 3 feet. If the moisture content of the backfill materials is greater than 3 percent above the optimum moisture, compact the materials to a minimum density of 3 pounds/cubic foot less than the Standard Proctor Curve at that moisture content, except that minimum compaction shall be 85 Percent of Standard Proctor Density.
- E. The method and means of placement and type of compaction equipment used is at the discretion of the Contractor. However, all portions of the trench backfill must meet minimum specified compaction requirements.
- F. Any deficiency in quantity of backfill material (caused by shrinkage or settlement) shall be supplied at no additional cost to the Owner.
- G. Excavated material not suitable or required for backfill shall be disposed of outside of the Site.
- H. Trench backfilling to subgrade elevation shall be completed within 5 days of pipe installation unless otherwise approved by Engineer.

3.07 QUALITY CONTROL

- A. Density Tests: To be performed by an approved soils testing firm at various locations and depths throughout the Site as directed by the Engineer. The Contractor shall cooperate fully and provide assistance as necessary to complete these tests.
- B. Failed density test areas shall be excavated and re-compacted until the density requirements are met.

END OF SECTION

SECTION 33 40 00
STORM DRAINAGE UTILITIES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Storm sewer pipe, manholes, catch basins, fittings, and miscellaneous appurtenances.
- B. Related Sections:
 - 1. Section 33 05 17 – Adjust Miscellaneous Structures.
 - 2. Section 31 23 00 – Excavation and Fill.
 - 3. Section 33 05 05 – Trenching and Backfilling.
 - 4. Section 32 11 23 – Aggregate Base Courses.
 - 5. Section 32 16 13 – Concrete Curbs and Gutters.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Storm Sewer Pipe. Measurement will be based on units of lineal feet for each depth, size, type, and class of pipe furnished and installed complete in place as specified. Payment shall include excavation, backfilling, compaction and all other work necessary to install the pipe. Pipe will be measured from centerline of structure to centerline of structure.
 - a. Pipe bedding will be in accordance with Section 33 05 05.
 - b. Improved pipe foundation shall be per Section 33 05 05.
 - 2. 48" Catch Basin. Measurement will be based upon units of each up to a depth of 8 feet, according to type and size, for furnishing and installing structures complete, including casting frame and cover, Infi-Shield Uni-band or approved equal, and HDPE adjusting rings in place as specified.
 - 3. Design Special – 84" Catch Basin Man
 - a. Drainage Structure Overdepth. Measurement will be based upon lineal feet for depths greater than 8 feet above the lowest invert for each diameter and type of structure identified. Payment shall include all excavation, labor, materials, and equipment necessary to construct the structures.
 - 4. Construct Structure Over Existing Pipe. Measurement will be based upon units of each structure constructed over the existing pipe up to a depth of 8 feet, according to type and size, for furnishing and installing structures complete, including casting frame and cover, and HDPE adjusting rings in place as specified. Payment shall include the manhole, manhole frame and casting, Infi-Shield Uni-band or approved equal, HDPE adjusting rings in place as specified in the Drawings, connection to the existing pipe, and any necessary modifications to the existing pipe and manhole to complete the connection.
 - 5. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing and Materials (ASTM):
 - 1. ASTM A48 – Specification for Gray Iron Castings.
 - 2. ASTM A153 – Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.

3. ASTM A615 – Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
 4. ASTM C76 – Specification for Reinforced Concrete Culvert, Drain, and Sewer Pipe.
 5. ASTM C139 – Specification for Concrete Masonry Units for Construction of Catch Basins and Manholes.
 6. ASTM C150 – Specification for Portland Cement.
 7. ASTM C206 – Specification for Finishing Hydrated Lime.
 8. ASTM C361 – Specification for Reinforced Concrete Low Head Pressure Pipe.
 9. ASTM C443 – Specification for Joints for Circular Concrete Sewer and Pipe, Using Rubber Gaskets.
 10. ASTM C478 – Specification for Precast Reinforced Concrete Manhole Sections.
 11. ASTM D1248 – Specification for Polyethylene Plastic Molding and Extrusion Materials for Wire and Cable.
 12. ASTM D1784 – Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (CPVC) Compounds.
 13. ASTM D2837 – Specification for Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic Pipe Materials.
 14. ASTM D3212 – Specification for Joints for Drain and Sewer Plastic Pipe Using Flexible Elastomeric Seals.
 15. ASTM F477 – Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
 16. ASTM F794 – Specification for Poly (Vinyl Chloride) (PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.
 17. ASTM F894 – Specification for Polyethylene (PE) Large Diameter Profile Wall Sewer and Drain Pipe.
- B. Minnesota Department of Transportation "Standard Specifications for Construction" 2016 Edition (MnDOT Spec.):
1. 3226 - Corrugated Steel Pipe.
 2. 3351 – Sheet Steel Products.
 3. 2511 - Rip Rap.
 4. 3601 – Rip Rap Materials.
 5. 3733 – Geotextiles.
 6. 2461 – Structural Concrete.
- C. American Association of State Highway and Transportation Officials "Standard Specifications for Highway Bridges," 1992 Edition (AASHTO).

1.04 SITE CONDITIONS

1. Storm sewer lines are shown on the Drawing in a general way. Contractor should anticipate minor variations in both horizontal and vertical directions in locating existing system.

1.05 SEQUENCING AND SCHEDULING

- A. Do not pursue work-causing shut off of utility service (gas, water, electric, telephone, TV, etc.) to consumers until the utility owner is contacted and all consumers are notified of the shut-off schedule.
- B. Successfully complete required inspections and tests before commencement of Section 32 11 23 and Section 32 16 13.

1.06 SUBMITTALS

- A. Submit Shop Drawings for storm sewer structures consistent with Section 01 33 30.
- B. Submit Manufacturer's Certificate of Compliance for the following items:
 - 1. Gray iron castings.
 - 2. Precast manhole sections.
 - 3. Rip Rap.
- C. Manhole/Catch Basin Elevation Report
 - 1. The Contractor shall complete the report attached to the end of this Section for each structure as it is constructed. The completed report shall be submitted each week to the Engineer. All pipes connected to the structure shall be included.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Mortar Materials:
 - 1. Mortar: Use TCC Materials – Underground Utility Mortar (SPEC MIX) or approved equal.
 - a. Follow Manufacturers recommendations of product

2.02 2.02 STORM MANHOLE AND CATCH BASIN FRAMES AND COVERS

- A. General Requirement: ASTM A48.
- B. Material: Class 35 cast iron. Best grade. Free from injurious defects and flaws.
- C. Type and Style: As shown on Drawing. Covers without grate openings shall be stamped "STORM SEWER."
- D. Covers with 2 concealed pick holes of approved design.
- E. Weight: Minimum of 380 lbs.

2.03 STORM MANHOLES AND CATCH BASINS

- A. General Requirements: ASTM C478 and details on the Drawings.
- B. Structures and bases shall be of precast concrete.
- C. Manhole Joints: Rubber o-ring gasket type meeting ASTM C443.
- D. Manhole Steps: Reinforced polypropylene plastic steps with No. 2 deformed grade steel rod.

2.04 PIPE MATERIALS

- A. Reinforced Concrete (RCP) Pipe and Fittings
 - 1. General Requirement: ASTM C76, Wall B with circular reinforcing.
 - 2. Materials: Conform to the requirements of ASTM C76, Wall B with circular reinforcing. O-ring gaskets shall be synthetic rubber, circular reinforcing in cross-section, and shall conform to ASTM C361.
 - 3. Pipe Joints: Bell and spigot ASTM C361.
 - 4. Pipe Class: As shown on the Drawings.

5. Marking: Each pipe shall be identified with the name of the manufacturer trade name or trademark and code, identification of plant, date of manufacture, and the pipe class and specification design.

2.05 A. I&I barrier- Infi-shield uni-band or approved equal.

PART 3 EXECUTION

3.01 PREPARATION

- A. Trench Excavation and Backfill shall conform to Section 33 05 05.
- B. By-Pass Pumping: Contractor responsible for all items required to maintain sewer flows during construction of the new storm sewer. All Work and costs for by-pass pumping is considered incidental to the Project, unless otherwise specified.

3.02 INSTALLATION

- A. Connect to Existing Structure
 1. Connect to existing structure at location shown on the Drawings.
 2. Core the hole in the structure and saw cut the pipe flush with the inside wall of the structure.
 3. Bulkhead void between outside wall of pipe and edge of opening with mortar and brick.
 4. Reconstruct manhole bench/invert.
- B. Pipe Installation:
 1. Lay and maintain pipe appurtenances to the alignment, grade, and location shown on the Drawings and/or staked in the field. No deviation from the Drawing and/or staked alignment, grade, or location is allowed, unless approved by Engineer. Deviation from grade in excess of 0.05 percent may be cause for removal and relaying pipe at the Contractor's expense.
 2. General Pipe Installation Procedures:
 - a. Wipe joints clean; apply the manufacturer's recommended lubricant compound over the entire joint surface; center spigot in bell and push spigot home; take care to prevent dirt from entering the joint space; bring pipe to proper line and grade, and secure pipe in place by properly bedding.
 3. Lay pipe upgrade with spigot ends pointing in the direction of flow.
 4. All joints must be watertight.
 5. Remove all foreign matter or dirt from inside the pipe. Keep the bell and spigot clean during and after installation. Take care to prevent dirt from entering the joint space. Remove any superfluous material from inside the pipe after pipe installation by means of an approved follower or scraper.
 6. Where cut-ins make it impossible to construct bell and spigot joints or when dissimilar pipe materials are joined, a reinforced concrete collar shall be placed completely surrounding the joint or the connection shall be made by using an approved adapter.
 7. Any pipe which has been disturbed after being laid must be taken up, the joint cleaned and properly re-laid as directed by the Engineer.
 8. Installation of salvaged pipe shall include installation of new gaskets.
- C. Structures and Appurtenances Installation:
 1. Furnish and install structures in accordance with the Drawings.
 2. Excavate to depth and size as shown in the Drawings.
 3. Poured in place bases must be acceptably cured before manhole sections are placed on the hardened slab.

4. Pour inverts shaped to the half section of equivalent size pipe conforming to the inlet and outlet pipe so as to allow for a free, uninterrupted flow with all surfaces sloping to the flow line.
 5. Preformed inverts not allowed where pipe grades are 2 percent or greater, unless design grade is built through the manhole.
 6. All concrete pipes entering manholes must be cut with a concrete saw.
 7. Steps:
 - a. Locate on the downstream side, except for pipe 24 inches in diameter or greater. Install in the most appropriate place, to provide suitable access.
 - b. Secure and neatly mortar in place 15 inches on center spacing.
 8. Position vertical wall of the eccentric cone on the downstream side.
 9. On structures with a build that contains more than 1 barrel section, the section immediately below the precast top slab shall be a maximum 16 inch height.
 10. Lift holes neatly mortared up inside and outside of structure.
 11. Install Adjustment Rings and Adjust Casting: Conforming to Section 33 05 17.
 12. Install I&I Barrier- Infi-Shield Uni-Band or approved equal
- D. Connect to End of Existing Pipe
1. Connect to existing pipe at locations shown on the Drawings.
 2. Locate and expose end of existing pipe.
 3. Remove existing bulkhead or plug and dispose of off site:
 - a. Take care not to damage existing pipe.
 - b. Any segment of pipe damaged by Contractor shall be replaced with new materials at no expense to the project.
 4. Utilize standard bell and spigot joint with rubber o-ring gasket if possible.
 5. If butt connection must be made to existing pipe, construct reinforced concrete collar around joint. Collar shall be minimum 12 inches thick in all locations and shall extend a minimum of 12 inches each way of the joint.
- E. Rip Rap
1. General: Conform to MnDOT Spec. 2511.

3.03 FIELD QUALITY CONTROL

- A. Scope:
1. All pipeline testing is considered incidental to the Bid cost of the pipe.
 2. Engineer to observe and verify that all test and visual inspections have been completed prior to final acceptance.
- B. Cleaning:
1. Consists of Cleaning the Pipe and Structures:
 - a. If newly installed mains and structures are kept clean during construction, cleaning will not be required.
 - b. If newly installed mains and/or structures become dirty due to negligence of the Contractor, cleaning will be performed at the sole expense of the Contractor.
 2. The bailing or flushing method of cleaning pipe is acceptable only if adequate provisions acceptable to the Engineer for keeping dirt and debris out of the existing sewer system or ponds are employed. Jetting may be required.
 3. Complete prior to final inspection for acceptance.
- C. Required Tests and Inspections:
1. Lamping:
 - a. Verify installation is to true line and grade.

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SECTION 33 46 00

SUBDRAINAGE

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Storm sewer service and drain tile.
- B. Related Sections
 - 1. Section 33 05 05 - Trenching and Backfilling.
 - 2. Section 33 40 00 - Storm Drainage Utilities.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. Drain Tile. Measurement will be based upon units of lineal feet of type of pipe furnished and installed complete in place as specified, including excavation and backfilling operations. Pipe will be measured along its centerline from end of pipe to center of structure:
 - a. Fine filter aggregate will be paid in accordance with Section 33 05 05.
 - 2. Connect Into Drainage Structure. Connections shall be incidental to Drain Tile, regardless of size of opening, type of pipe or type of existing structure. Saw cutting of the pipe installed in the opening if necessary shall be considered incidental. Core cutting the connection, any reconstruction of existing structure invert, and construction of concrete collar if necessary shall also be considered incidental to the connection.
 - 3. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. American Society of Testing and Materials (ASTM)
 - 1. ASTM D1784 - Specification for Rigid Poly (Vinyl Chloride) (PVC) Compounds and Chlorinated Poly (Vinyl Chloride) (PVC) Compounds.
 - 2. ASTM D3034 - Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
 - 3. ASTM D3212 - Specification for Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
 - 4. ASTM D3350 - Specification for Polyethylene Plastics Pipe and Fittings Materials.
 - 5. ASTM F405 - Specification for Corrugated Polyethylene (PE) Pipe and Fittings.
 - 6. ASTM F477 - Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- B. American Association of State Highway and Transportation Officials (AASHTO)
 - 1. AASHTO M252 - Corrugated Polyethylene Drainage Tubing.
- C. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.).
 - 1. 3733 - Geotextiles.

1.04 SEQUENCING AND SCHEDULING

- A. Install sanitary sewer, water main, storm sewer, and all pipe deeper than the drain tile prior to the installation of the drain tile.

PART 2 PRODUCTS

2.01 PIPE AND FITTINGS

- A. Corrugated Polyethylene (PE) Pipe and Fittings
 1. General: Pipe and fittings shall be made of compounds conforming to ASTM F405 in accordance with the material requirements of ASTM D3350.
 2. Pipe Stiffness: Heavy-duty pipe conforming to requirements of ASTM F405, Table 1. Minimum pipe stiffness at 5% deflection shall be 35psi.
 3. Coupling bands shall cover at least 1 full corrugation on each section of pipe.
 4. Perforations: Maximum perforation size of 0.8" by 0.07" unless otherwise approved by the Engineer. A minimum of 8 rows of perforations shall be provided unless otherwise approved by the Engineer. Water inlet area shall be at a minimum of 3.4 square inches per lineal foot of pipe.
 5. Conform with MnDOT Spec. 2502.
 6. No fabric wrap shall be used.

2.02 BEDDING MATERIAL

- A. See Section 33 05 05.

2.03 FILTER AGGREGATE MATERIAL

- A. See Section 33 05 05.

PART 3 EXECUTION

3.01 GENERAL

- A. The location and alignment of the subsurface drains and outlets are shown in a general manner on the Drawings. Exact location and alignment to be determined by the Engineer.

3.02 DRAIN TILE INSTALLATION

- A. Conform to details on Drawings and MnDOT Spec. 2502.
- B. Construct at locations and elevations determined by Engineer or as shown on the Drawings.
- C. Pipe Bedding: Filter aggregate.
- D. Tracer wire shall be installed with all thermoplastic pipe in accordance with CEAM 2611 and CEAM 2621
- E. Grade: Unless otherwise specified or shown on the Drawings, the grade of pipes shall not be flatter than 1 in 250.
- F. Plug upstream end of the drain pipe.

- G. Sections of the drain pipe shall be firmly joined.
- H. If perforated drain pipe is used, the pipe shall be placed so that the perforations are in the position indicated on the Drawings or designated by the Engineer.
- I. Connections: Connect to hole provided in precast structure. Seal joint with mortar. Core drill connection to structure where precast hole is not provided.
- J. Compaction: Conform to Section 33 05 05.
- K. Flushing: After installation has been completed, pipes shall be flushed with sufficient water to remove material that has entered the pipes during construction.

3.03 FIELD QUALITY CONTROL

- A. Do not backfill trench until the pipe has been inspected and approved by the Engineer.

END OF SECTION

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SECTION 34 41 05
TRAFFIC SIGNS AND DEVICES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
1. Signs, signposts, and hardware.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
1. All new signs shall be measured in accordance with MnDOT Spec. 2564.4G. Payment for all sign installation shall be at the Bid Unit Price per unit of measure of each and shall include all materials, equipment, and labor necessary to install each sign and post(s) at the staked location.
 2. There will be no extra compensation for posts, regardless of length or required configuration. There shall be no extra compensation for post installations in bituminous or concrete surfaces.
 3. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 REFERENCES

- A. Minnesota Department of Transportation "Standard Specifications for Construction" 2020 Edition (MnDOT Spec.).
1. 2564 - Traffic Signs and Devices.
 2. 3352 – Signs, Delineators and Markers.
 3. 3401 - Flanged Channel Sign Posts.
- B. Minnesota Manual on Uniform Traffic Control Devices (MMUTCD).
- C. Minnesota Department of Transportation Standard Signs Manual.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Sign Material
1. Sign Panel Base Material: Sheet aluminum conforming to the material requirements of MnDOT Spec. 3352.2A.1.a.
 2. Sign Face Material for Sign Panels: Reflective sheeting conforming to the requirements of MnDOT Spec. 3352.2A.2.a "Sign Sheeting Type III."
 3. Sign Legend Material for Signs: "Direct Applied" conforming to the requirements of MnDOT Spec. 3352.2A.5.
- B. Flanged Channel Sign Posts
1. All signposts shall conform to MnDOT Spec. 3401 and be in 2 sections with following minimum weight:
 - a. Bottom Section: 3.0 lbs/ft.

- b. Top Section: At least 2-1/2 lbs/ft and not greater than the weight of the bottom post section.
- 2. The appropriate length of the upper post shall be determined by the Contractor to meet the construction requirements of the above stated references and herein at each specific location staked by the Engineer. The lower post shall be 6 to 7 feet in length.
- 3. Sign posts located in concrete or bituminous pavement shall have break off posts.
- 4. Street Sign Panel and Post
 - a. Panel to be as shown on the Drawings.
 - b. Public Street – Green background with white lettering.
 - c. Private Street – Brown background with white lettering.
 - d. Post as shown on the Drawings.

PART 3 EXECUTION

3.01 GENERAL

- A. Unless otherwise noted or modified herein, all sections of MnDOT Spec. 2564, all sections of MnDOT's Standard Signs Manual, and Chapter 6 of MMUTCD shall apply.
- B. The fabrication of all signs and devices shall conform to MnDOT Spec. 2564 and the latest edition of the MMUTCD and the MnDOT Standard Signs Manual.
- C. The sign number designation indicated on the Drawings shall comply with applicable requirements of MMUTCD and MnDOT Standard Signs Manual.

3.02 CONSTRUCTION

- A. Sign locations shown on the Drawings are only approximate. The final locations shall be determined in the field by the Engineer. Contractor is responsible for having all underground utilities located prior to installing all signposts. Provide Engineer 48-hour notice prior to sign installations to allow for adequate staking time.
- B. Fabricate, hole punch, and mount sign panels in accordance with the standard drawings in the MnDOT Standard Signs Manual. Date the back of each newly installed sign panel with the month and year using a thick permanent black marker pen or furnish and install inventory/I.D. stickers approved by the Owner.
- C. Install nylon washers between the bolt and the sign face (sheeting). Do not over tighten bolts to the point where the sign sheeting separates from the sign backing, which would be cause for rejection and replacement at no additional cost to the Contract. The nylon washers used to protect to sign face shall be 1/32 inch thick, have a maximum inside diameter of 3/8 inch, and outside diameter of 7/8 inch. There shall also be a stainless steel washer between the nylon washer and the bolt head.
- D. The bottom section of each signpost shall be mounted into the ground to a minimum depth of 3-1/2 feet. The lower section of post shall be at least 30 inches above the ground to allow for a 12-inch splice and a minimum clearance of 18 inches from the ground to the bottom of the top section of post. The splice of the upper and lower section posts shall be made with 2-5/16 inch stainless steel bolts with nylon insert lock nuts placed in the top and bottom holes of the overlap splice. Where 2 or more single post signs are mounted side by side, they shall be reinforced laterally by at least 2 post sections, bolted at each post, and located approximately at the quarter points.

E. Install break off posts for all signs located in areas of concrete or bituminous pavement.

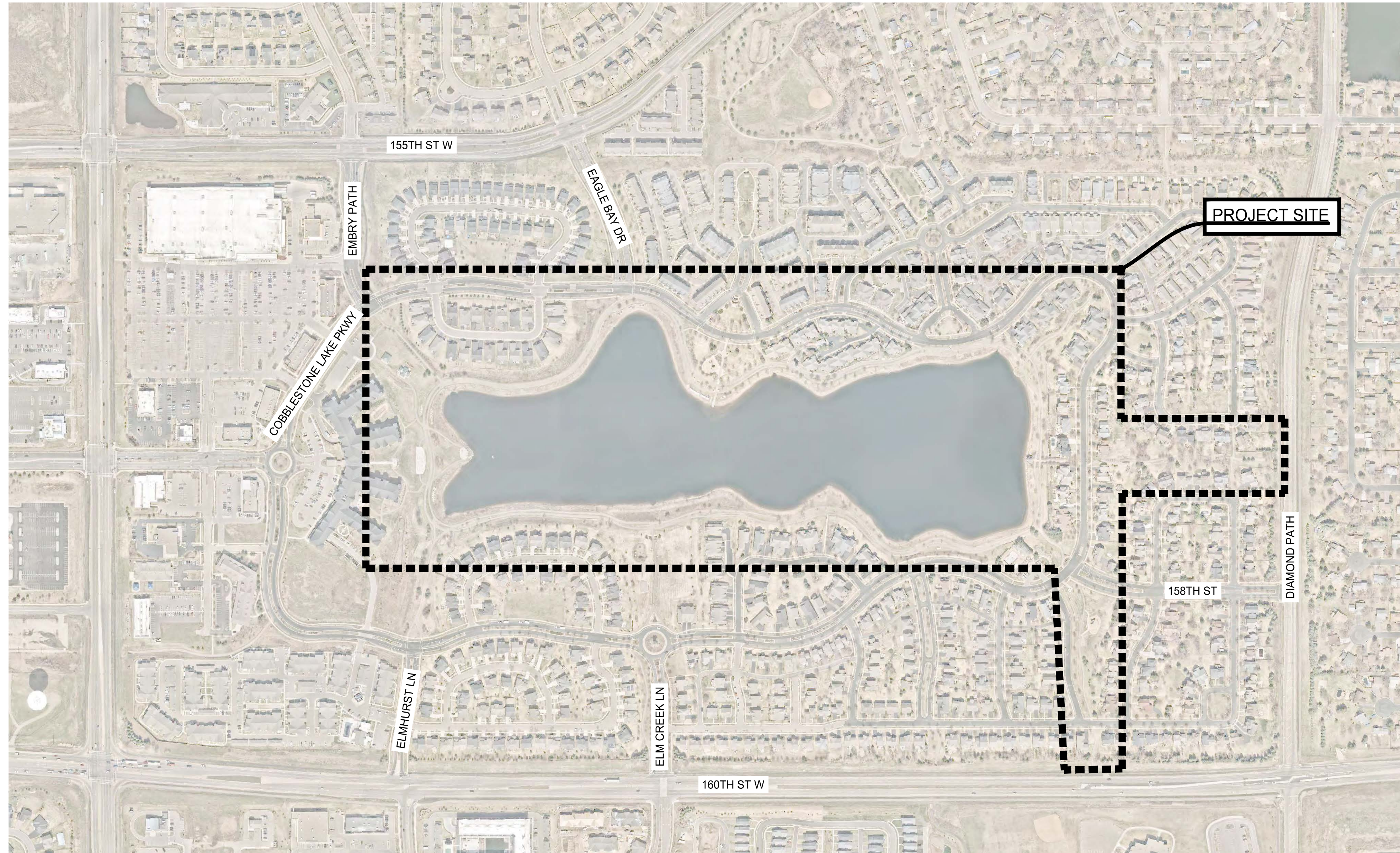
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COBBLESTONE LAKE TRAIL IMPROVEMENTS

APPLE VALLEY, MINNESOTA

WSB & Associates, Inc. Project No. 025608-000
 Issue Date..... January 6, 2025
 Client Project Number..... 2024-158



Sheet List Table	
Sheet Number	Sheet Title
L1.0	COVER SHEET
L1.1	STATEMENT OF ESTIMATE QUANTITIES
L1.2	PHASING PLAN
L1.3	SWPPP
L1.4	SWPPP
L1.5	SWPPP
L2.0	DEMOLITION REFERENCE PLAN
L2.1	DEMOLITION PLAN - AREA 1
L2.2	DEMOLITION PLAN - AREA 2
L2.3	DEMOLITION PLAN - AREA 3
L2.4	DEMOLITION PLAN - AREA 4
L2.5	DEMOLITION PLAN - AREA 5
L2.6	DEMOLITION PLAN - AREA 6
L3.0	LAYOUT LOCATOR MAP
L3.1	LAYOUT PLAN
L3.2	LAYOUT PLAN
L3.3	LAYOUT PLAN
L3.4	LAYOUT PLAN
L3.5	LAYOUT PLAN
L3.6	LAYOUT PLAN
L3.7	LAYOUT PLAN
L3.8	LAYOUT PLAN
L3.9	LAYOUT PLAN
L3.10	SIGN & PAVEMENT MARKING REFERENCE PLAN
L3.11	SIGN AND PAVEMENT MARKING PLAN
L3.12	SIGN AND PAVEMENT MARKING PLAN
L3.13	SIGN AND PAVEMENT MARKING PLAN
L3.14	SIGN AND PAVEMENT MARKING PLAN
L3.15	SIGN AND PAVEMENT MARKING PLAN
L4.1	PLAN AND PROFILE - SEGMENT D
L4.2	PLAN AND PROFILE - SEGMENT L
L4.3	PLAN AND PROFILE - SEGMENT I
L4.4	CROSS SECTION - SEGMENT D
L4.5	CROSS SECTIONS - SEGMENT L
L4.6	CROSS SECTIONS - SEGMENT A
L5.0	PRECONSTRUCTION DETAILS
L5.1	CONSTRUCTION DETAILS
L5.2	MNDOT PEDESTRIAN CURB RAMP DETAIL
L5.3	MNDOT PEDESTRIAN CURB RAMP DETAIL
L5.4	MNDOT PEDESTRIAN CURB RAMP DETAIL
L5.5	MNDOT PEDESTRIAN CURB RAMP DETAIL
L5.6	MNDOT PEDESTRIAN CURB RAMP DETAIL
L5.7	MNDOT PEDESTRIAN CURB RAMP DETAIL

COBBLESTONE LAKE
 15601 Cobblestone Lake Pkwy
 Apple Valley, MN 55124

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DESIGNATED UTILITY QUALITY LEVEL D. THESE QUALITY LEVELS WERE DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE DATA". THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THERETO.



1 PROJECT LOCATION MAP
 L1.0 SCALE: NOT TO SCALE

THIS PLAN SET HAS BEEN PREPARED FOR:
 CITY OF APPLE VALLEY
 7100 West 147th Street
 Apple Valley, MN 55124

wsb Apple Valley
 SCALE: AS SHOWN DESIGN BY: JL
 PLAN BY: HW CHECK BY: JA
 HW JA

REVISIONS	
NO.	DESCRIPTION

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 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

 Jared C. Lee, P.L.A.
 DATE: 01/06/2025 LIC. NO.: 44369

COVER SHEET

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

CLIENT PROJECT NO.
 2024-158
 WSB PROJECT NO.
 025608-000
 SHEET
 L1.0

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No.	Mat. No.	Item Description	Units	Quantity
		SITE WORK		
1	2021.501	MOBILIZATION	LUMP SUM	1
2	2012.601	TRAFFIC CONTRIL	LUMP SUM	1
3	2101.502	CLEARING AND GRUBBING	EACH	1
4	2104.503	REMOVE CURB & GUTTER	L F	300
5	2104.504	REMOVE BITUMINOUS PAVEMENT - BITUMINOUS ONLY	S Y	9100
6	2104.504	REMOVE BITUMINOUS PAVEMENT - FULL DEPTH	S Y	3200
7	2104.518	REMOVE CONCRETE WALK	S F	1450
8	2104.618	REMOVE PAVERS	S F	220
9	2104.502	REMOVE SIGN	EACH	5
10	2104.502	SALVAGE SIGN PANEL	EACH	8
11	2105.609	SELECT GRANULAR BORROW	C Y	200
12	2106.601	SITE GRADING	LUMP SUM	1
13	2123.610	STREET SWEEPER	HOURS	40
14	2108.504	GEOTECTILE FABRIC ROOT BARRIER	S Y	150
15	2521.504	TRAIL PAVEMENT - TYPE 1	S Y	1200
16	2521.504	TRAIL PAVEMENT - TYPE 2	S Y	11600
17	2521.504	TRAIL PAVEMENT - TYPE 3	S Y	400
18	2501.503	15" RC PIPE SEWER	L F	300
19	2502.503	6" PERF PVC PIPE DRAIN	L F	600
20	2503.601	48" CATCH BASIN	LF	18
21	2503.601	84" CATCH BASIN	LF	8
22	2506.502	CASTING ASSEMBLY	EACH	4
23	2521.518	CONCRETE PEDESTRIAN CURB RAMP	S F	800
24	2521.518	5" CONCRETE WALK	S F	200
25	2521.518	5" CONCRETE SPECIAL - COLORED	SF	350
26	2531.503	CONCRETE CURB & GUTTER DESIGN - B612	L F	300
27	2531.618	TRUNCATED DOMES	S F	220
28	2557.603	SNOW FENCE - TREE PROTECTION	L F	200
29	2565.602	TRAFFIC & TRAIL SIGNS	EACH	71
30	2573.502	STORM DRAIN INLET PROTECTION	EACH	12
31	2573.503	SILT FENCE, TYPE MS	L F	10000
32	2573.503	SEDIMENT CONTROL LOGS	L F	500
33	2573.602	TEMPORARY CONSTRUCTION ENTRANCE	EACH	12
34	2575.504	RAPID STABILIZATION METHOD 4	S Y	5000
35	2575.504	EROSION CONTROL BLANKET CATEGORY 20 / 25	S Y	80
36	2575.504	SEEDING - TYPE I SEED MIX - GENERAL TURF	S Y	13700
37	2575.504	SEEDING - TYPE II SEED MIX - NATIVE UPLAND	S Y	80
38	2575.523	RAPID STABILIZATION METHOD 3	MGAL	15
39	2582.602	PAVEMENT MARKING SPECIAL - BIKE SYMBOL	EACH	28
40	2582.602	PAVEMENT MARKING SPECIAL - PEDESTRIAN SYMBOL	EACH	28



SCALE: AS SHOWN
 PLAN BY: JL
 DESIGN BY: JL
 CHECK BY: JA

NO.	DATE	DESCRIPTION

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Jared C. Lee
 JARED C. LEE
 DATE: 01/06/2025 LIC. NO.: 44369

STATEMENT OF ESTIMATE QUANTITIES

**COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN**

CLIENT PROJECT NO.
 2024-158

WSB PROJECT NO.
 025608-000

SHEET
 L1.1

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) NARRATIVE

PROJECT NAME: COBBLESTONE LAKE TRAIL
PROJECT LOCATION: STREET: COBBLESTONE LAKE PARK CITY: APPLE VALLEY
 STATE: MINNESOTA ZIP: 55124

PROJECT NUMBER: WSB 025608-000 ACC
COUNTY: DAKOTA
LATITUDE/LONGITUDE: 44.7229, -93.1678

SOIL TYPES
 A PROJECT WIDE SOIL MAP REVIEWED FROM THE WEB SOIL SURVEY IN CONJUNCTION WITH THE USDA SHOWS SILT LOAM PREDOMINANTING ALONG THE SOUTH AND WEST PROJECT ALIGNMENT. A MIXTURE OF SILT LOAM, SANDY LOAM AND GRAVELLY SANDY LOAM IS SEEN ACROSS THE NORTH AND EAST ALIGNMENTS OF THE PROJECT. SOIL CLASSIFICATIONS FOR HIGHLY ERODIBLE LAND (HEL), POTENTIALLY HIGHLY ERODIBLE LAND (PHEL), AND NOT HIGHLY ERODIBLE LAND (NHEL) SOILS CAN BE FOUND ON FIGURE 1. SWPPP RESOURCE MAP.

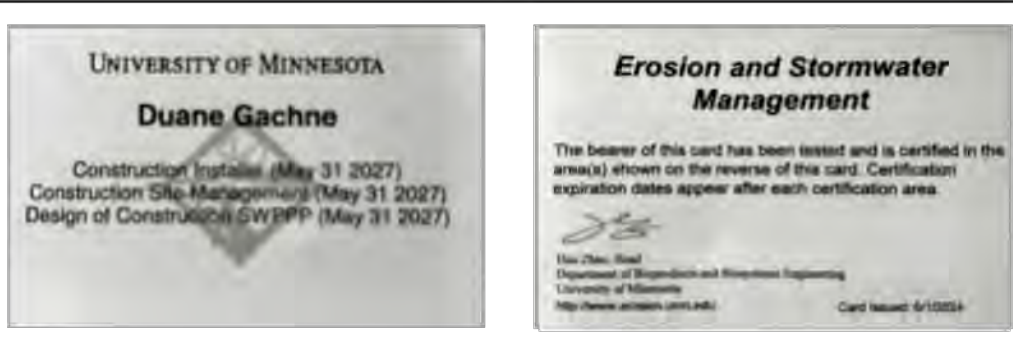
THE PLANNED SCOPE OF THE PROJECT INCLUDES:
 THE CITY OF APPLE VALLEY IS PROPOSING IMPROVEMENTS TO THE COBBLESTONE TRAIL. THE IMPROVEMENTS WILL CONSIST OF REMOVAL AND REPLACEMENT OF BITUMINOUS SURFACE. A PORTION OF THE TRAIL IS PROPOSED TO BE REALIGNED AND ADDITIONAL GRADING WILL OCCURE ACROSS THIS PORTION OF THE TRAIL. IN ADDITION TO THE TRAIL IMPROVEMENTS, IT IS PROPOSED TO IMPROVE VARIOUS PEDESTRIAN RAMPS TO IMPROVE ADA COMPLIANCE.

NATIVE TOPSOIL WILL BE STRIPPED; IF MATERIAL NEEDS TO BE STOCKPILED, APPROPRIATE ACTION WILL TAKE PLACE TO ENSURE THE STOCKPILES HAVE ALL PROPER BMPS IN PLACE ACCORDING TO THIS SWPPP AND THE NPDES PERMIT.

TENTATIVE CONSTRUCTION SCHEDULE (OPERATOR SHOULD PROVIDE ESTIMATED CONSTRUCTION SCHEDULE TO THE ENGINEER)	
CONSTRUCTION ACTIVITIES:	ESTIMATED DATES OF SOIL DISTURBANCE ACTIVITIES:
TEMPORARY SEDIMENT CONTROL BMPS & REMOVALS	MAY 2025
GRADING & UTILITY WORK	JUNE - JULY 2025
CURB & PAVEMENT	JULY -SEPT 2025
FINAL STABILIZATION	NOV 2025

ENVIRONMENTAL REVIEW
 NO FORMAL ENVIRONMENTAL REVIEW WAS REQUIRED FOR THIS PROJECT.

PROJECT PERSONNEL AND TRAINING
 SWPPP DEVELOPER:
 WSB DUANE GACHNE
 3701 40TH AVE NW SUITE 100
 ROCHESTER, MN, 55901
 507-910-2983/DGACHNE@WSBENG.COM



WETLANDS: MITIGATION MEASURES ARE REQUIRED AS A RESULT OF WETLAND IMPACTS FROM THE PROJECT. A PROJECT WIDE WETLAND DELINEATION REPORT SHOWS TEN WETLANDS, ELEVEN WET DITCHES, AND ONE TRIBUTARY WERE DELINEATED WITHIN THE PROJECT AREA USING THE LEVEL 2 METHOD. MITIGATION MEASURES HAVE BEEN ADDRESSED VIA WETLAND BANKING. ALL WETLAND AREAS WILL BE PROTECTED WITH PERIMETER CONTROL AND A 50' NATURAL BUFFER (IF INFESIBLE, REDUNDANT PERIMETER CONTROL MEASURES), INCLUDED AREAS THAT ARE PERMITTED TO BE FILLED AND/OR EXCAVATED UNTIL WORK IN THE PERMITTED AREAS ARE NECESSARY. REDUNDANT BMP MEASURES MUST BE PLACED 5' FROM THE INITIAL PERIMETER CONTROL MEASURE WITH A STABILIZED BUFFER STRIP BETWEEN THE BMPS.

CONTRACTOR TO PROVIDE CERTIFICATION OF EROSION CONTROL OFFICER AND ANY OTHER CREW MEMBERS WHO WILL WORK ON THE IMPLEMENTATION OF THE SWPPP AND THE INSTALLATION, INSPECTION, AND MAINTENANCE OF THE EROSION PREVENTION AND SEDIMENT CONTROL BMPS BEFORE, DURING, AND AFTER CONSTRUCTION UNTIL THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA. PROVIDE PROOF OF CERTIFICATION AT THE PRECONSTRUCTION MEETING. WORK WILL NOT BE ALLOWED TO COMMENCE UNTIL PROOF OF CERTIFICATION HAS BEEN PROVIDED TO THE PROJECT ENGINEER.

THREATENED/ENDANGERED SPECIES: DAKOTA COUNTY LISTS THE RUSTY PATCHED BUMBLE BEE ENDANGERED, THE MONARCH BUTTRYFLY AS CANDIDATE, AND THE WHOOPING CRANE AS EXPERIMENTAL POPULATION NON-ESSENTIAL SPECIES WITHIN THE COUNTY. BASED ON THE CONSTRUCTION ACTIVITIES, IT IS DETERMINED THAT THE PROJECT WILL HAVE NO EFFECT ON THESE SPECIES OR THEIR HABITATS. HOWEVER, IF THESE SPECIES ARE FOUND, CONTRACTOR TO STOP WORK IMMEDIATELY FOR FURTHER INVESTIGATION.

CHAIN OF RESPONSIBILITY
 THE CITY OF APPLY VALLY AND THE CONTRACTOR ARE CO-PERMITTEES FOR THE NPDES CONSTRUCTION GENERAL PERMIT. THE CONTRACTOR IS RESPONSIBLE TO COMPLY WITH ALL ASPECTS OF THE NPDES CONSTRUCTION PERMIT AT ALL TIMES UNTIL THE NOTICE OF TERMINATION (NOT) HAS BEEN FILED WITH THE MPCA.

DRINKING WATER/WELLS: ACCORDING TO THE MDH, THE PROJECT IS LOCATED WITHIN DRINKING WATER SUPPLY MANAGEMENT AREA (DWSMA) APPLE VALLEY ID:1190001

NAME	COMPANY	TITLE	PHONE
ERIC CARLSON	CITY OF APPLE VALLEY	PROJECT MANAGER	952-953-2310
JARED LEE	WSB	PROJECT MANAGER	651-280-9685

CONTAMINATED PROPERTIES: THE MPCA'S "WHAT'S IN MY NEIGHBORHOOD" DATABASE WAS REVIEWED ON 09/16/2024. THE RESULTS OF THIS REVIEW SHOW ONE (1) HAZARDOUS WASTE SITE LOCATED ADJACENT TO THE PROJECT ALIGNMENT: ID 226041. THE DEPTH OF THE FULL RECLAMATION IS NOT PROPOSED TO UNEARTH ANY CONTAMINATED SOIL, CONTAMINATED WATER, AND/OR REGULATED WASTE. REFER TO MNDOT SPEC 1717.1.A. FOR POTENTIAL INDICATORS OF CONTAMINATED MATERIALS AND REGULATED WASTE. IF CONTAMINATED MATERIAL, CONTAMINATED WATER, AND/OR REGULATED MATERIALS ARE FOUND, CREWS ARE TO STOP WORK IMMEDIATELY FOR FURTHER INVESTIGATION/TESTING.

AGENCY CONTACTS

ORGANIZATION	CONTACT NAME	PHONE
MPCA (EMERGENCY) 24 HOUR	STATE DUTY OFFICER	1-800-422-0798
MPCA	ANGIE GANDINI	507-344-5240
CITY OF APPLE VALLEY LGU	SAMANTHA BERGER	952-953-2462
ACOE	LA CRESENT FIELD OFFICE	651-290-5902
VERMILLION RIVER WMO	TRAVIS THIEL	952-891-7000

FLOOD CONTINGENCY PLAN: PROJECT ACTIVITIES ARE NOT LOCATED WITHIN THE 100-YEAR FLOODPLAIN OR FLOODWAY; HOWEVER, THE PROJECT ENGINEER (AT THEIR DISCRETION) MAY REQUIRE A PREVENTATIVE FLOOD CONTINGENCY PLAN FOR SPECIFIC PROJECT ACTIVITIES AND AREAS IF SEASONAL PRECIPITATION POSSES A POTENTIAL RISK OF FLOODING WORK AREAS WITHIN THE PROJECT LIMITS. THIS PLAN SHALL BE SUBMITTED BY THE OPERATOR TO THE PROJECT ENGINEER FOR APPROVAL A MINIMUM OF 72 HOURS PRIOR TO THE SCHEDULED WORK AND/OR DURING ACTIVE WORK WITHIN THE AREA OF POTENTIAL RISK OF FLOODING. NO WORK CAN COMMENCE IN THE AREA UNTIL WRITTEN APPROVAL HAS BEEN GRANTED BY THE PROJECT ENGINEER.

LOCATION OF SWPPP REQUIREMENTS
 THE REQUIRED SWPPP ELEMENTS MAY BE LOCATED IN MANY PLACES WITHIN THE PLAN SET AS WELL AS IN THE SPECIAL PROVISIONS, PROJECT MANUAL, MNDOT SPEC BOOK, OR ON FILE WITH THE PROJECT OWNER.

LAND FEATURE CHANGES
 TOTAL AREA TO BE DISTURBED = 5.20 ACRES
 IMPERVIOUS AREA: PRE-CONSTRUCTION = 2.47 ACRES/POST-CONSTRUCTION = 2.50 ACRES
 NET INCREASE OF IMPERVIOUS AREA = 0.03 ACRES

DESCRIPTION	LOCATION
TEMPORARY/PERMANENT EROSION CONTROL MEASURES	SHEET NO. L1.2-L1.4
DIRECTION OF FLOW	SHEET NO. L2.1-L2.6
CONSTRUCTION NOTES & STANDARD PLATES	SHEET NO. L3.1-L3.10, L5.0
DRAINAGE PLAN & CONSTRUCTION PLAN	SHEET NO. L3.1-L3.9
BMP TABULATION	SHEET NO. L2.1
STORMWATER CALCULATIONS	DRAINAGE REPORT & HYDRAULIC REPORT. AVAILABLE UPON REQUEST

LONG TERM MAINTENANCE AND OPERATION:
 THE NPDES PERMANENT STORMWATER TREATMENT SYSTEM (PART 15.1) IS NOT REQUIRED BECAUSE THE NET NEW IMPERVIOUS AREA CREATED BY THE PROJECT IS LESS THAN ONE ACRE.

RECEIVING WATERS
 A SPECIAL AND IMPAIRED WATERS SEARCH WAS COMPLETED USING THE MPCA SEARCH ENGINE ON 09/16/2024. BASED ON THIS REVIEW, THE FOLLOWING SPECIAL/IMPAIRED WATERS (WITH CONSTRUCTION RELATED IMPAIRMENTS) ARE LOCATED WITHIN ONE MILE OF, AND DOWNSTREAM OF, ANY PROJECT DISCHARGE POINTS. PARTS 23.9 & 23.10 OF THE NPDES PERMIT APPLY.

STABILIZATION TIME FRAMES

AREA	TIME FRAME	NOTES
EXPOSED AREAS	IMMEDIATELY AND NO LATER THAN 7 DAYS OF BEING UNWORKED	1, 4, 5
LAST 200 LINEAL FEET OF DRAINAGE DITCH/SWALE	WITHIN 24 HOURS OF CONNECTION TO SURFACE WATER/PROPERTY EDGE	1, 2, 3
REMAINING PORTIONS OF DRAINAGE DITCH OR SWALE	7 DAYS	1, 3
PIPE AND CULVERT OUTLETS	24 HOURS	
STOCKPILES	7 DAYS	1

WATERBODY	IMPAIRMENT(S)
UNNAMMED LAKE	NUTRIENTS

- INITIATE STABILIZATION IMMEDIATELY WHEN CONSTRUCTION HAS TEMPORARILY OR PERMANENTLY CEASED ON ANY PORTION OF THE SITE. COMPLETE STABILIZATION WITHIN THE TIME FRAME LISTED. IN MANY INSTANCES THIS WILL REQUIRE STABILIZATION TO OCCUR MORE THAN ONCE DURING THE COURSE OF THE PROJECT. TEMPORARY SOIL STOCKPILES WITHOUT SIGNIFICANT CLAY OR SILT AND STOCKPILED AND CONSTRUCTED ROAD BASE ARE EXEMPT FROM THE STABILIZATION REQUIREMENT.
- STABILIZE WETTED PERIMETER OF DITCH (I.E. WHERE THE DITCH GETS WET).
- APPLICATION OF MULCH, HYDROMULCH, TACKIFIER AND POLYACRYLAMIDE ARE NOT ACCEPTABLE STABILIZATION METHODS IN THESE AREAS.
- STABILIZE ALL AREAS OF THE SITE PRIOR TO THE ONSET OF WINTER. ANY WORK STILL BEING PERFORMED WILL BE MULCHED OR BLANKETED WITHIN THE TIME FRAMES IN THE NPDES PERMIT.
- TOPSOIL BERMS MUST BE STABILIZED TO BE CONSIDERED PERIMETER CONTROL BMPS. USE RAPID STABILIZATION METHOD 3. THE SEED MIX USED IN THE RAPID STABILIZATION MAY BE SUBSTITUTED AS FOLLOWS:
 - SINGLE YEAR CONSTRUCTION BETWEEN MAY 1 - AUGUST 1, SEED WITH SEED MIX OATS (O) FORMALLY 21-111
 - SINGLE YEAR CONSTRUCTION BETWEEN AUGUST 1 - OCTOBER 31, SEED WITH SEED MIX WINTER WHEAT (WW) FORMALLY 21-112
 - MULTI YEAR TEMPORARY STABILIZATION TWO-YEAR COVER CROP (TCC) FORMALLY 22-111
- KEEP DITCHES AND EXPOSED SOILS IN AN EVEN ROUGH GRADED CONDITION IN ORDER TO BE ABLE TO APPLY EROSION CONTROL MULCHES, HYDROMULCHES, AND BLANKETS.

AREAS OF ENVIRONMENTAL SENSITIVITY (AES) AND INFESTED WATERS
 IN ADDITION TO THE LIST OF SPECIAL AND IMPAIRED WATERS, THE CONTRACTOR SHALL BE AWARE THAT THERE ARE WETLANDS AND EXISTING STORMWATER FACILITIES WITHIN AND NEAR THE PROJECT BOUNDARY. THERE IS A MAP OF KNOWN NATURAL RESOURCES ON THE LAST PAGE OF THE SWPPP NARRATIVE. AREAS OF ENVIRONMENTAL SENSITIVITY ARE ALSO CALLED OUT ON THE PLAN SHEETS.

SCALE: AS SHOWN
 PLAN BY: JL
 DESIGN BY: DG
 CHECK BY: JA

REVISIONS

NO.	DATE	DESCRIPTION

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Jared C. Lee
 JARED C. LEE
 DATE: 01/06/2025 LIC. NO.: 44369

SWPPP

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

CLIENT PROJECT NO.
 2024-158
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 SHEET
 L1.2

6. KEEP DITCHES AND EXPOSED SOILS IN AN EVEN ROUGH GRADED CONDITION IN ORDER TO BE ABLE TO APPLY EROSION CONTROL MULCHES, HYDROMULCHES, AND BLANKETS.

SITE INSPECTION AND MAINTENANCE

THE EROSION CONTROL OFFICER IS TO INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS. THE OPERATOR SHALL PROVIDE A RAINFALL GAUGE ON-SITE AT VARIOUS MILE INTERVALS ALONG THE ALIGNMENT. INSPECT ALL TEMPORARY AND PERMANENT PROJECT BMPS UNTIL THE SITE HAS UNDERGONE FINAL STABILIZATION AND THE NOT HAS BEEN SUBMITTED. INSPECT SURFACE WATER INCLUDING DRAINAGE DITCHES FOR SIGNS OF EROSION AND SEDIMENT DEPOSITION. INSPECT CONSTRUCTION SITE VEHICLE EXIT LOCATIONS FOR EVIDENCE OF TRACKING ONTO PAVED SURFACES. INSPECT SURROUNDING PROPERTIES FOR EVIDENCE OF OFF-SITE SEDIMENT ACCUMULATION. INSPECT INFILTRATION AREAS FOR SIGN OF SEDIMENT DEPOSITION AND COMPACTIONS (TO ENSURE THAT EQUIPMENT IS NOT BEING DRIVEN ACROSS THE AREA). ALL INSPECTIONS AND MAINTENANCE CONDUCTED MUST BE RECORDED IN WRITING BY THE OPERATOR AND RETAINED WITH THE SWPPP. SUBMIT INSPECTION REPORTS IN A FORMAT THAT IS ACCEPTABLE TO THE PROJECT ENGINEER. RECORDS OF EACH INSPECTION AND MAINTENANCE ACTIVITY SHALL INCLUDE:

- A. DATE, TIME, AND NAME OF PERSON(S) CONDUCTING INSPECTIONS;
- B. FINDINGS OF INSPECTIONS, INCLUDING RECOMMENDATIONS FOR CORRECTIVE ACTIONS;
- C. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); INCLUDING DOCUMENTATION/PHOTOS OF IMPLEMENTED BMPS INTENDED TO CORRECT A PROBLEM BUT FAILED.
- D. DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 0.5 INCHES IN 24 HOURS;
- E. DOCUMENTATION OF CHANGES MADE TO THE SWPPP.

REPLACE, REPAIR OR SUPPLEMENT ALL NONFUNCTIONAL BMPS BY THE END OF THE NEXT BUSINESS DAY FOLLOWING DISCOVERY UNLESS LISTED DIFFERENTLY BELOW:

- A. REPAIR, REPLACE, OR SUPPLEMENT PERIMETER CONTROL DEVICES WHEN THEY BECOME NONFUNCTIONAL OR SEDIMENT REACHES 1/2 THE HEIGHT OF THE DEVICE. COMPLETE REPAIRS BY THE END OF THE NEXT BUSINESS DAY FOLLOWING DISCOVERY.
- B. REPAIR OR REPLACE INLET PROTECTION DEVICES WHEN THEY BECOME NONFUNCTIONAL OR SEDIMENT REACHES 1/2 THE HEIGHT AND/OR DEPTH OF THE DEVICE.
- C. REMOVE ALL DELTAS AND SEDIMENT DEPOSITED IN SURFACE WATERS INCLUDING DRAINAGE WAYS, CATCH BASINS, AND OTHER DRAINAGE SYSTEMS. STABILIZE ANY AREAS THAT ARE DISTURBED BY SEDIMENT REMOVAL OPERATIONS. SEDIMENT REMOVAL AND STABILIZATION MUST BE COMPLETED WITHIN 7 DAYS OF DISCOVERY.
- D. REMOVE TRACKED SEDIMENT FROM PAVED SURFACES BOTH ON AND OFF SITE WITHIN ONE (1) CALENDAR DAY OF DISCOVERY. STREET SWEEPING MAY HAVE TO OCCUR MORE OFTEN TO MINIMIZE OFF SITE IMPACTS. LIGHTLY WET THE PAVEMENT PRIOR TO SWEEPING.
- E. MAINTAIN ALL BMPS UNTIL WORK HAS BEEN COMPLETED, SITE HAS GONE UNDER FINAL STABILIZATION, AND THE NOT HAS BEEN SUBMITTED TO THE MPCA.

CONSTRUCTION ACTIVITY REQUIREMENTS: EROSION/SEDIMENT CONTROL, PROCEDURES, & MAINTENANCE STANDARDS

1. AMEND THE SWPPP AND DOCUMENT ALL CHANGES TO THE SWPPP AND ASSOCIATED PLAN SHEETS IN A TIMELY MANNER. SWPPP AMENDMENTS AND SITE PLANS WILL BE PREPARED BY THE OPERATOR AND SUBMITTED TO THE OWNER FOR REVIEW AND WRITTEN APPROVAL BY THE PROJECT OWNER (OR DESIGNATED REPRESENTATIVE). STORE THE SWPPP AND ALL AMENDMENTS ON SITE AT ALL TIMES.
2. PREPARE AND SUBMIT A SITE MANAGEMENT PLAN FOR THE ENGINEER'S ACCEPTANCE FOR STAGING/STOCKPILE MANAGEMENT AREAS, CONCRETE MANAGEMENT, CONCRETE SLURRY APPLICATION AREAS, FUGITIVE DUST CONTROL PLAN, SPILL CONTAINMENT PLAN, HAZARDOUS MATERIAL MANIFEST & MANAGEMENT PLAN, WETLAND MANAGEMENT PLAN, VEGETATION PRESERVATION & MAINTENANCE PLAN, WORK IN AND NEAR AREAS OF ENVIRONMENTAL SENSITIVITY, AREAS IDENTIFIED IN THE PLANS AS "SITE MANAGEMENT PLAN AREA", ANY WORK THAT WILL REQUIRE DEWATERING, ANY ADDITIONAL PLANS LISTED IN THE PROJECT SPECIFICATIONS, AND AS REQUIRED BY THE ENGINEER. SUBMIT ALL SITE MANAGEMENT PLANS TO THE ENGINEER IN WRITING. ALLOW A MINIMUM OF 7 DAYS FOR PROJECT ENGINEER TO REVIEW AND ACCEPT SITE MANAGEMENT PLAN SUBMITTALS. WORK WILL NOT BE ALLOWED TO COMMENCE IF A SITE MANAGEMENT PLAN IS REQUIRED UNTIL ACCEPTANCE HAS BEEN GRANTED BY THE ENGINEER. THERE WILL BE NO EXTRA TIME ADDED TO THE CONTRACT DUE TO THE UNTIMELY SUBMITTAL.
3. THERE IS NO CONSTRUCTION PHASING OR STAGING DEFINED BY THE OWNER FOR THIS PROJECT. THE SCHEDULE FOR INSTALLING TEMPORARY BMPS SHALL BE INCORPORATED INTO THE OPERATOR'S WEEKLY SCHEDULE FOR EACH CONSTRUCTION STAGE AND PRESENTED TO THE OWNER'S REPRESENTATIVE.
4. BURNING OF ANY MATERIAL IS NOT ALLOWED WITHIN PROJECT BOUNDARY.
5. DO NOT DISTURB AREAS OUTSIDE OF THE CONSTRUCTION LIMITS. DELINEATE AREAS NOT TO BE DISTURBED AND WETLANDS (EVEN AREAS THAT ARE PERMITTED FOR CONSTRUCTION) PRIOR TO STARTING GROUND DISTURBING ACTIVITIES. IF IT BECOMES NECESSARY TO DISTURB AREAS OUTSIDE OF THE CONSTRUCTION LIMITS, OBTAIN WRITTEN PERMISSION FROM THE PROJECT ENGINEER PRIOR TO PROCEEDING. PRESERVE ALL NATURAL BUFFERS SHOWN ON THE PLANS.
6. ROUTE STORMWATER AROUND UNSTABILIZED AREAS OF THE SITE WHENEVER FEASIBLE. PROVIDE EROSION CONTROL AND VELOCITY DISSIPATION DEVICES AS NEEDED TO KEEP CHANNELS FROM ERODING AND TO PREVENT NUISANCE CONDITIONS AT THE OUTLET.
7. DIRECT DISCHARGE FROM BMPS TO VEGETATED AREAS WHENEVER FEASIBLE. PROVIDE VELOCITY DISSIPATION DEVICES AS NEEDED TO PREVENT EROSION.
8. LOCATE PERIMETER CONTROL ON THE CONTOUR TO CAPTURE OVERLAND, LOW-VELOCITY SHEET FLOWS DOWN GRADIENT OF ALL EXPOSED SOILS AND PRIOR TO DISCHARGING TO SURFACE WATERS. PLACE J-HOOKS AT A MAXIMUM OF 100-FOOT INTERVALS.
9. ALL STOCKPILES MUST HAVE PERIMETER SEDIMENT CONTROLS IMPLEMENTED AND MAINTAINED AT ALL TIMES AND SHOULD BE INSTALLED PRIOR TO INITIATION OF STOCKPILING. PILES CANNOT BE PLACED IN BUFFER AREAS OR SURFACE WATERS, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE TO PREVENT STORMWATER RUN-ON INTO THE STOCKPILE.
10. STEEP SLOPES MAY BE TEMPORARILY CREATED DURING GRADING OPERATIONS. STABILIZATION OF STEEP SLOPES (3:1 OR GREATER) SHALL BE PROPERLY CAT-TRACKED AND STABILIZED PER THE EROSION CONTROL PLAN. LONG SLOPES CAN BE BROKEN UP WITH SEDIMENT CONTROL LOGS IF EROSION IS EVIDENT.
11. DITCH CHECKS WILL BE PLACED AS INDICATED ON THE PLANS DURING ALL PHASES OF CONSTRUCTION.
12. ALL STORM DRAIN INLETS, THAT RECEIVE PROJECT STORMWATER, MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. INLET PROTECTION MAY BE REMOVED FOR A PARTICULAR INLET IF A SPECIFIC SAFETY CONCERN (STREET FLOODING/FREEZING) HAS BEEN IDENTIFIED AND THE PERMITTEE(S) HAS RECEIVED WRITTEN CORRESPONDENCE FROM THE JURISDICTIONAL AUTHORITY VERIFYING THE NEED FOR REMOVAL. WRITTEN CORRESPONDENCE MUST BE DOCUMENTED IN THE SWPPP.

13. SILT FENCE IS NOT AN ACCEPTABLE CATCH BASIN INLET PROTECTION BMP. CONTACTOR SHALL CLEAN, REMOVE AND DISPOSE OF SEDIMENT, AND/OR REPLACE STORM DRAIN INLET PROTECTION ON A ROUTINE BASIS TO ENSURE THE DEVICE IS FULLY FUNCTIONAL PRIOR TO THE NEXT FORECASTED PRECIPITATION EVENT (30% OR GREATER).
14. DISCHARGE TURBID OR SEDIMENT LADEN WATER TO TEMPORARY SEDIMENT BASINS WHENEVER FEASIBLE. IN THE EVENT THAT IT IS NOT FEASIBLE TO DISCHARGE THE SEDIMENT LADEN WATER TO A TEMPORARY SEDIMENT BASIN, THE WATER MUST BE TREATED SO THAT IT DOES NOT CAUSE A NUISANCE CONDITION IN THE RECEIVING WATERS OR TO DOWNSTREAM LANDOWNERS. CLEAN OUT ALL PERMANENT STORMWATER BASINS REGARDLESS OF WHETHER USED AS TEMPORARY SEDIMENT BASINS/TRAPS TO THE DESIGN CAPACITY AFTER COMPLETING ALL UP-GRADIENT LAND DISTURBING ACTIVITY. USE A SKIMMER DEVICE FOR BASIN DRAINING.
15. PROVIDE STABILIZATION IN ANY TRENCHES CUT FOR DEWATERING OR SITE DRAINING PURPOSES.
16. THE CONTRACTOR SHALL SUBMIT A DEWATERING PLAN AND NARRATIVE TO THE PROJECT ENGINEER FOR APPROVAL 7 DAYS PRIOR TO UNDERTAKING THESE ACTIVITIES. DEWATERING PLAN MUST INCLUDE BMP'S TO PREVENT SEDIMENT TRANSPORT, EROSION, AND ADVERSE IMPACTS TO DOWNSTREAM RECEIVING WATERS. THE DEWATERING PLAN MUST ALSO INCLUDE ANY SPECIFIC CHEMICAL TREATMENTS (FLOC, POLYMERS, ETC.) THAT WILL BE USED. THE CONTRACTOR IS RESPONSIBLE TO OBTAIN ANY PERMIT NECESSARY FOR THESE ACTIVITIES; THE DEWATERING PLAN AND DNR APPROPRIATIONS PERMIT WILL BECOME PART OF THE SWPPP. THE CONTRACTOR SHALL VISUALLY CHECK AND PHOTOGRAPH THE DISCHARGE AT THE BEGINNING AND AT LEAST ONCE EVERY 24 HOURS OF OPERATION TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED AND NUISANCE CONDITIONS WILL NOT RESULT FROM THE DISCHARGE.

TEMPORARY & PERMANENT EROSION CONTROL BMPS

SEED MIX: SEED MIX SHALL BE USED IN CONSTRUCTION AND REVEGETATION PROJECTS IN ORDER TO ENHANCE SOIL NUTRIENT AVAILABILITY AND BIOLOGICAL SOIL STRUCTURE, ENCOURAGE NATIVE PLANT SUCCESSION, REDUCE EROSION, AND DISCOURAGE INVASIVE PLANT SPECIES. INOCULATION OF SOILS WITH MYCORRHIZAL FUNGI OR THE PRESENCE OF PRE-EXISTING SOIL MICROBES IS ESSENTIAL FOR THE STABILIZATION OF ADVERSE SOILS, ESTABLISHMENT OF NATIVE GRASSES, AND THE EXCLUSION OF NON-NATIVE "ANNUALS" AND NOXIOUS WEEDS.

EROSION CONTROL BLANKET: EROSION CONTROL BLANKETS (ECBS) ARE A SOIL STABILIZATION (EROSION CONTROL) BMP, INTENDED TO PROTECT DISTURBED SOIL SURFACES FROM RAINDROP IMPACT EROSION. ECBS ARE CARPET-LIKE MATS, INSTALLED OVER AND ANCHORED TO THE PROPERLY PREPARED SOIL SURFACES. PROPERLY SELECTED AND INSTALLED, ECBS CAN MIMIC THE BENEFICIAL EFFECTS OF VEGETATIVE COVER THEREBY REDUCING EROSION RATES BY OVER 90%. ECBS ALSO PROTECT SEEDS AND PROVIDE A BENEFICIAL ENVIRONMENT FOR VEGETATION TO BECOME ESTABLISHED. CONTRACTOR SHALL VERIFY DURING REGULAR INSPECTIONS THAT NO GULLIES, RILLS, OR SCOUR HOLES HAVE FORMED UNDER EROSION CONTROL BLANKETS AND MATS AND CORRECT ALL ERODED AREAS WITHIN 7 DAYS. ALL REPAIRS MUST BE COMPLETED WITHIN 24 HOURS OF DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS.

HYDRAULIC MATRICES: HYDRAULIC MATRICES ARE EROSION CONTROL PRODUCTS THAT ARE USED TO STABILIZE EXPOSED SOILS. THESE MATRICES ARE APPLIED IN A SLURRY, PRODUCED BY MIXING FIBER, WATER AND A BINDING AGENT TOGETHER IN A MECHANICAL HYDRO-SEEDER. WOOD FIBER IS WIDELY USED BUT OTHER FIBERS CAN INCLUDE PAPER, STRAW, COIR, CORN, ETC. THE EFFECTIVENESS OF THESE HYDRAULIC MATRICES ARE DEPENDENT ON:

- PROPER SOIL PREPARATION
- APPLICATION RATES (DEPENDENT ON THE MANUFACTURERS RECOMMENDATIONS)
- THE TYPE OF FIBERS USED
- THE TYPE OF BOND AGENT(S) ADDED

THESE HYDRAULIC MATRICES ARE CLASSIFIED IN THE MNDOT SPEC BOOK AND APPROVED PRODUCTS LIST, DEPENDING ON THE PRODUCT CHARACTERISTICS, STRENGTH, AND LONGEVITY. HYDRAULIC MATRICES USED INCLUDE: ORGANIC FIBER MATRIX, HYDRAULIC MULCH MATRIX, STABILIZED FIBER MATRIX, BONDED FIBER MATRIX, AND FIBER REINFORCED MATRIX.

SOD TYPE LAWN: SOD IS A PERMANENT EROSION PREVENTION BMP THAT PROVIDES INSTANTANEOUS SOIL STABILIZATION. THE CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE OF SOD AS OUTLINED IN THE PROJECT SPECIFICATIONS.

ENERGY DISSIPATER: AN ENERGY DISSIPATER IS A STRUCTURE DESIGNED TO CONTROL EROSION AT THE OUTLET OF A CHANNEL OR CONDUIT.

RAPID STABILIZATION METHOD #1: THIS METHOD SHALL CONSIST OF TYPE 1 MULCH (2 TON PER ACRE) WITH DISC ANCHORING BE SPREAD IN AREAS THAT HAVE BEEN UNWORKED FOR 7 DAYS. THIS METHOD SHALL BE USED ON SLOPES OF 3:1 AND LESS. OPERATOR MUST APPLY MULCH IN A UNIFORM PATTERN OVER THE DISTURBED SOILS TO ACHIEVE A MINIMUM OF 90% GROUND COVER.

RAPID STABILIZATION METHOD #2: THIS METHOD SHALL CONSIST OF TYPE 3 MULCH (1.5 TON PER ACRE) OR 3884 TYPE STABILIZED FIBER MATRIX (750 LBS PER ACRE) BE SPREAD IN AREAS THAT HAVE BEEN UNWORKED FOR 7 DAYS. THIS METHOD SHALL BE USED ON SLOPES LESS THAN 3:1.

RAPID STABILIZATION METHOD #3: THIS WORK SHALL CONSIST OF OPERATIONS NECESSARY TO RAPIDLY STABILIZE SMALL CRITICAL AREAS WITHIN 200 FEET OF SURFACE WATERS, TO PREVENT OFF SITE SEDIMENTATION AND OR TO COMPLY WITH PERMIT REQUIREMENTS. THIS FORM OF RAPID STABILIZATION EMPLOYS SFM, SEED MIX OATS FORMALLY 22-111, AND FERTILIZER TYPE 3. THIS METHOD SHALL BE USED ON SLOPES LESS THAN 3:1. INSTALL PER MNDOT SPECIFICATION 2575.3.M.1.C.

RAPID STABILIZATION METHOD #4: THIS METHOD SHALL CONSIST OF CATEGORY 20/25 EROSION CONTROL BLANKET (NATURAL NET ONLY) IN COMBINATION WITH MNDOT SEED MIX OATS FORMALLY 22-111 AND TYPE 3 SLOW RELEASE FERTILIZER (8 LBS PER 100 SQ. YD.). THIS IS AN ACCEPTABLE BMP FOR DISTURBED AREAS ADJACENT TO ENVIRONMENTALLY SENSITIVE AREAS, SURFACE WATERS, AND WITHIN THE LAST 200 FEET OF DITCH BOTTOMS.

TEMPORARY & PERMANENT SEDIMENT CONTROL BMPS

SEDIMENT CONTROL LOGS: SEDIMENT CONTROL LOGS ARE MANUFACTURED FROM STRAW, WOOD EXCELSIOR, COCONUT FIBERS, AND/OR OTHER MATERIALS THAT ARE BOUND WITH POLYPROPYLENE OR BIODEGRADABLE NETTING INTO TIGHT TUBULAR ROLLS. FIBER ROLLS CONTROL THREE TYPES OF EROSIONAL PROCESSES; EROSION CONTROL, RUN OFF CONTROL, AND SEDIMENT CONTROL. SEDIMENT CONTROL LOGS CAN BE USED FOR THE FOLLOWING:

- SLOPE INTERRUPTERS TO REDUCE EROSION ON NEWLY CONSTRUCTED SLOPES
- TEMPORARY DITCH CHECKS TO REDUCE RUNOFF VELOCITIES IN DRAINAGE CHANNELS
- SEDIMENT CONTROL BARRIERS FOR SMALL DISTURBED SOIL AREAS SUCH AS STOCKPILES, DISCRETE SLOPES, OR INDIVIDUAL LOTS

SCALE: DESIGN BY:
AS SHOWN DG
PLAN BY: CHECK BY:
JL JL

NO.	DATE	DESCRIPTION

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Jared C. Lee
JARED C. LEE
DATE: 01/06/2025 LIC. NO.: 44369

SWPPP

**COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN**

CLIENT PROJECT NO.
2024-158
WSB PROJECT NO.
025608-000
SHEET
L1.3

MACHINE SLICED SILT FENCE: A SILT FENCE IS A TEMPORARY SEDIMENT BARRIER CONSISTING OF FILTER FABRIC ENTRENCHED INTO THE SOIL AND ATTACHED TO SUPPORTING POSTS. SILT FENCE IS INTENDED TO BE INSTALLED WHERE SEDIMENT-LADEN WATER CAN POND, THUS ALLOWING THE SEDIMENT TO FALL OUT OF SUSPENSION AND SEPARATE FROM THE RUNOFF. SILT FENCE INSTALLED WITH A TRENCHER OR BY SLICING IS THE MOST EFFECTIVE INSTALLATION METHOD TO ENSURE AGAINST COMMON SILT FENCE FAILURES. THE BMP WILL BE CLEANED OUT OR REPLACED WHEN THE SEDIMENT REACHES 1/2 THE HEIGHT OF THE FENCE.

STABILIZED CONSTRUCTION EXIT: TEMPORARY CONSTRUCTION EXITS ARE CONSTRUCTED AT THE EGRESS POINT FROM THE CONSTRUCTION AREA ONTO A PAVED ROAD. A STABILIZED CONSTRUCTION EXIT IS A TRACKING CONTROL BMP INTENDED TO PREVENT TRACKING OF SOIL FROM THE CONSTRUCTION SITE BY EQUIPMENT AND VEHICLES. THE EXITS ARE CONSTRUCTED OF LARGE ANGULAR ROCK, STEEL RIBS (RUMBLE STRIPS), OR TRACK PADS INTENDED TO KNOCK THE MUD OFF THE TIRES BEFORE TRAVELING ONTO THE ROADWAY.

CHEMICAL TREATMENTS: OPERATOR MUST AMEND THE SWPPP TO INCLUDE THE INTENDED USES AND LOCATIONS OF FLOCCULANTS, POLYMERS, AND OTHER SEDIMENTATION TREATMENT CHEMICALS. CHEMICAL TREATMENTS MUST BE IN COMPLIANCE WITH PART 9.18.

BIORETENTION & BIOSWALES: BIORETENTION BASINS AND BIOSWALES DIRECT SHEET FLOW ACROSS A GRASS BUFFER STRIP TO A PONDING AREA FOR INFILTRATION. THEY UTILIZE SOILS AND BOTH WOODY AND HERBACEOUS PLANTS TO REMOVE POLLUTANTS FROM STORMWATER RUNOFF. THE PONDING AREA GENERALLY CONSISTS OF A SURFACE LAYER CONTAINING ORGANICS SUCH AS MULCH, TREES, NATIVE GRASSES AND SHRUBS, A SUBSURFACE LAYER OF PLANTING SOIL, AND A SAND BED.

DUST CONTROL: OPERATOR WILL COMPLY WITH STATE RULE 7011.0150 ON DUST PREVENTION REQUIREMENTS. DUST FROM THE SITE WILL BE CONTROLLED BY INCREASED STREET SWEEPING AND/OR USING A MOBILE PRESSURE-TYPE DISTRIBUTOR TRUCK TO APPLY POTABLE WATER TO DISTURBED AREAS. THE MOBILE UNIT WILL APPLY WATER AT A RATE NECESSARY TO PREVENT RUNOFF AND PONDING.

POLLUTION PREVENTION MANAGEMENT

- POTENTIAL SOURCES OF POLLUTANTS FROM CONSTRUCTION ACTIVITIES INCLUDE, BUT NOT LIMITED TO:
1. SEDIMENT AND FUGITIVE DUST GENERATED FROM CLEARING AND GRUBBING, IMPORT/EXPORT OPERATIONS, REMOVALS/COMPACTION, MASS/FINE GRADING, EXCAVATIONS, TRENCHING, TOPSOIL STRIPING STOCKPILING, WET/DRY PAVEMENT CUTTING, STREET CONSTRUCTION.
 2. BASIC/ACIDIC PH LEVELS FROM CURB AND GUTTER, MANHOLE STRUCTURES, SIDEWALKS, DRIVEWAY APRONS, FOUNDATIONS, BRIDGE ABUTMENTS, WET/DRY PAVEMENT CUTTING, MASONRY WASHOUT/CLEANOUT.
 3. EXCESS NUTRIENTS FROM LANDSCAPING INSTALLATIONS, SOIL ADDITIVES, FERTILIZATION, MULCHING.
 4. HYDROCARBONS FROM STREET CONSTRUCTION, DEMOLITION/REMOVALS, WET/DRY PAVEMENT CUTTING.

OPERATOR WILL COMPLY WITH ALL OF THE POLLUTION PREVENTION AND MANAGEMENT MEASURES IDENTIFIED IN THE NPDES-CSW PERMIT, PART 12.1. STORAGE AND DISPOSAL OF CONSTRUCTION AND HAZARDOUS WASTES MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.

- A. POSITION AND STAKE DOWN ALL PORTABLE TOILETS SO THEY CANNOT BE TIPPED OR KNOCKED OVER. SUPPLY ADEQUATE SECONDARY CONTAINMENT.
- B. SECONDARY CONTAINMENT IS NEEDED AROUND ALL STATIONARY EQUIPMENT (GENERATORS, PUMPS, LIGHT PLANTS, ETC.) PROVIDE CONTAINMENT FOR ALL HAZARDOUS MATERIALS AND TOXIC WASTE.
- C. NO ENGINE DEGREASING IS ALLOWED ON SITE.
- D. VEHICLE AND EQUIPMENT WASHING TO OCCUR IN DESIGNATED AREA AS DETERMINED BY THE CONTRACTOR SUBMITTAL OF A MANAGEMENT PLAN FOR THESE ACTIVITIES.
- E. PROPERLY CLEAN UP AND REPORT ALL SPILLS AS REQUIRED BY THE MPCA AND MNDOT SPECIFICATIONS.
- F. PROVIDE A SPILL KIT AT EACH WORK LOCATION ON THE SITE.
- G. PROVIDE A SECURE STORAGE AREA WITH RESTRICTED ACCESS FOR ALL HAZARDOUS MATERIALS AND TOXIC WASTE. RETURN ALL HAZARDOUS MATERIALS AND TOXIC WASTE TO THE DESIGNATED STORAGE AREA AT THE END OF THE BUSINESS DAY UNLESS INFEASIBLE. STORE ALL HAZARDOUS MATERIALS AND TOXIC WASTE (INCLUDING BUT NOT LIMITED TO OIL, DIESEL FUEL, GASOLINE, HYDRAULIC FLUIDS, PAINT, PETROLEUM BASED PRODUCTS, WOOD PRESERVATIVES, ADDITIVES, CURING COMPOUNDS, AND ACIDS) IN SEALED CONTAINERS WITH SECONDARY CONTAINMENT. CLEAN UP SPILLS IMMEDIATELY.
- H. SLURRY FROM CONCRETE OPERATIONS MUST BE VACUUMED UP IMMEDIATELY. NO CONCRETE WASHOUT SHALL COME IN CONTACT WITH THE GROUND AND MUST BE PROPERLY DISPOSED OF.
- I. A SIGN MUST BE INSTALLED ADJACENT TO EACH CONCRETE WASHOUT FACILITY.
- J. CREATE AND FOLLOW A WRITTEN DISPOSAL PLAN FOR ALL WASTE MATERIALS. INCLUDE IN THE PLAN HOW THE MATERIAL WILL BE DISPOSED OF AND THE LOCATION OF THE DISPOSAL SITE. SUBMIT PLAN TO THE ENGINEER PRIOR TO CONSTRUCTION.
- K. USE METHODS AND OPERATIONAL PROCEDURES THAT PREVENT DISCHARGE OR PLACEMENT OF BITUMINOUS GRINDINGS, CUTTINGS, MILLINGS, AND OTHER BITUMINOUS WASTES FROM AREAS OF EXISTING OR FUTURE VEGETATED SOILS AND FROM ALL WATER CONVEYANCE SYSTEMS, INCLUDING INLETS, DITCHES AND CURB FLOW LINES.

FINAL STABILIZATION

FINAL STABILIZATION IS ACHIEVED WHEN NPDES CGP PARTS 13.1-13.7 (AS APPLICABLE) ARE COMPLETED PRIOR TO SUBMISSION OF THE NOTICE OF TERMINATION (NOT) TO MPCA.

1. ALL AREAS MUST BE STABILIZED WITH A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70%.
2. ALL TEMPORARY SEDIMENT CONTROL BMP MEASURES MUST BE REMOVED PRIOR TO SUBMITTING PERMIT NOT.
3. THE NOT SUBMITTAL MUST INCLUDE EITHER GROUND OR AERIAL PHOTOGRAPHS SHOWING THE AFOREMENTIONED REQUIREMENTS OF HAVE BEEN MET.

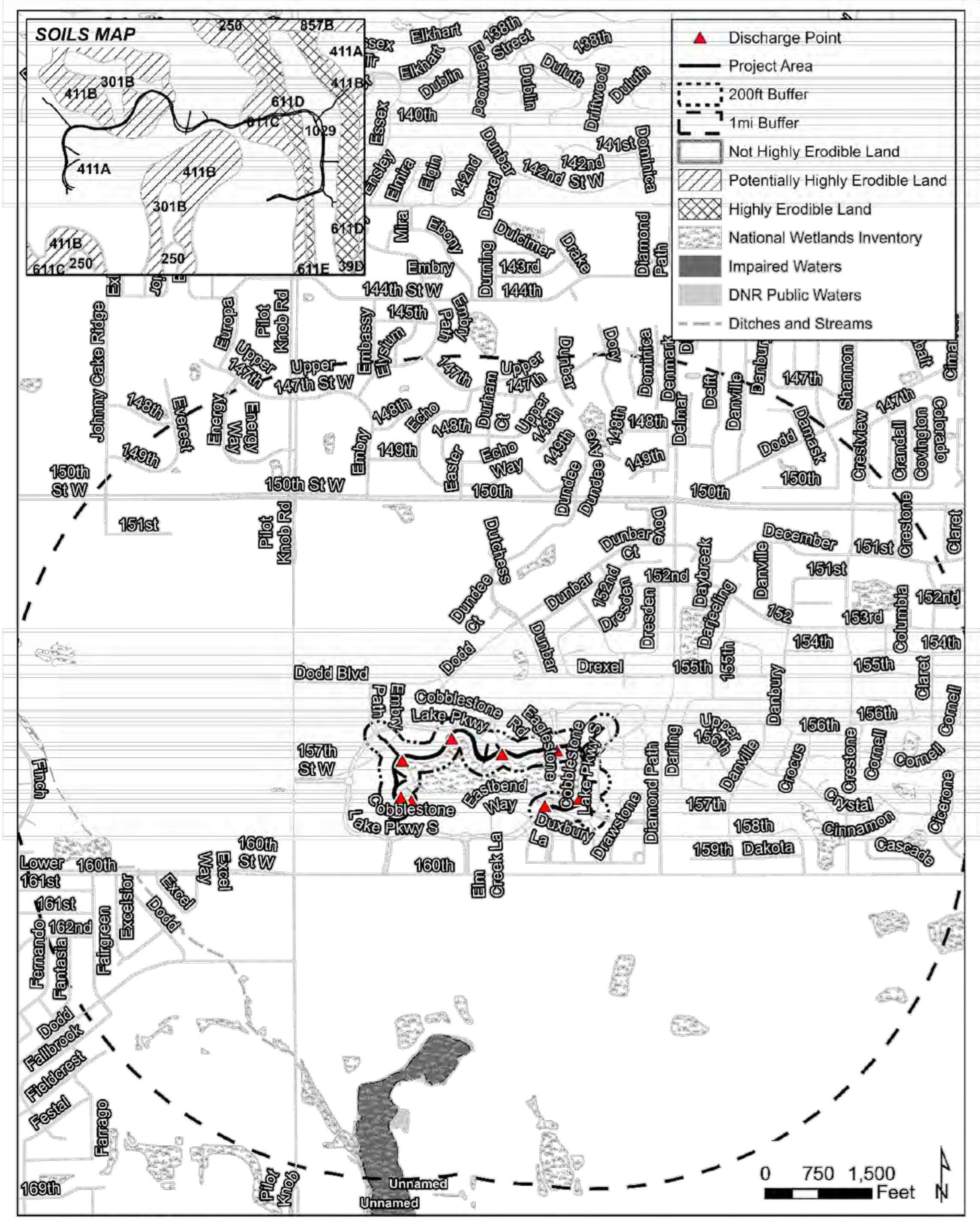


Figure 1. SWPPP Resource Map

REVISIONS	
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DATE: 01/06/2025 LIC. NO.: 44369

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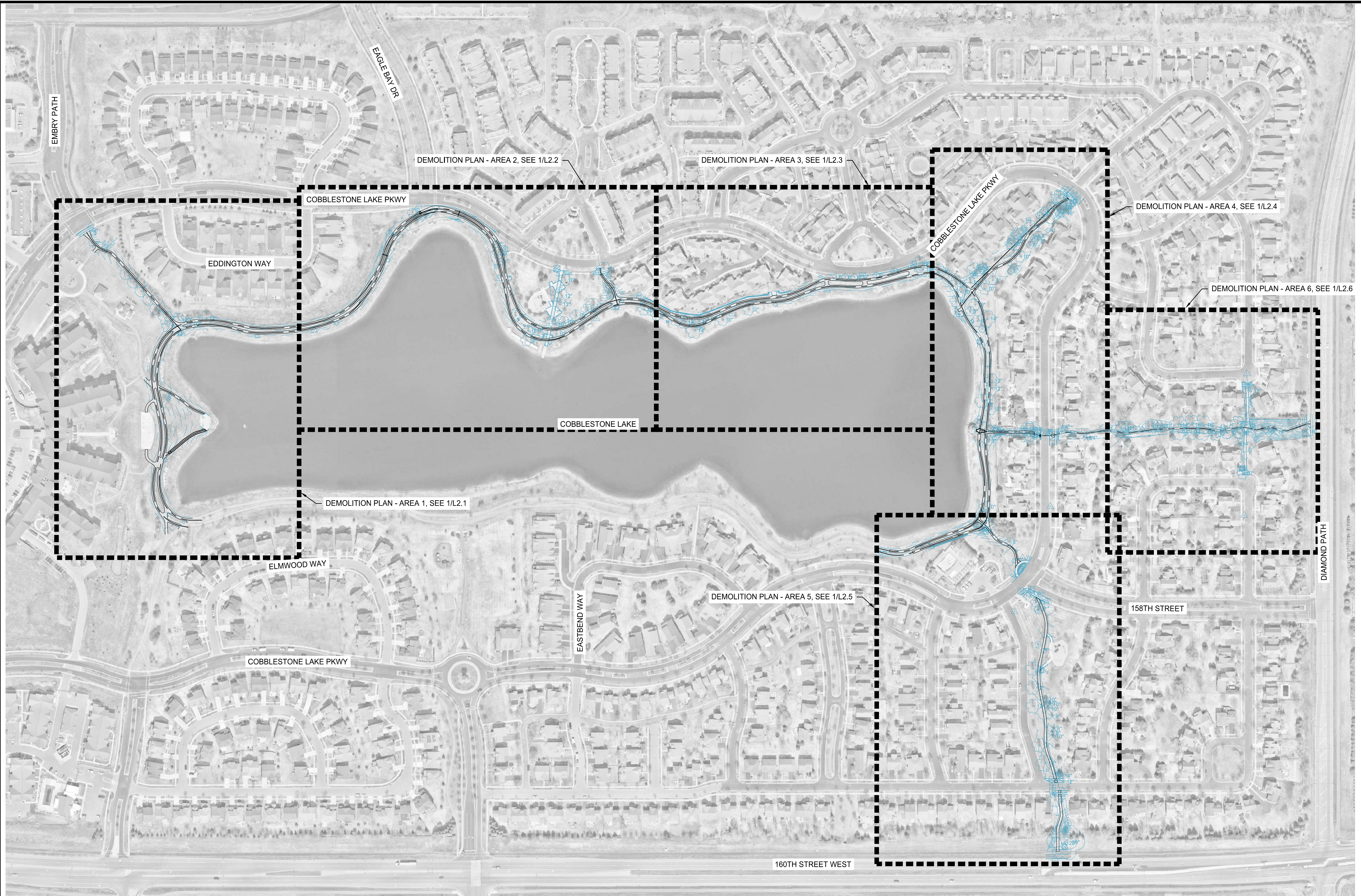
COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

CLIENT PROJECT NO.
2024-158

WSB PROJECT NO.
025608-000

SHEET
L14

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DEMOLITION REFERENCE PLAN

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN



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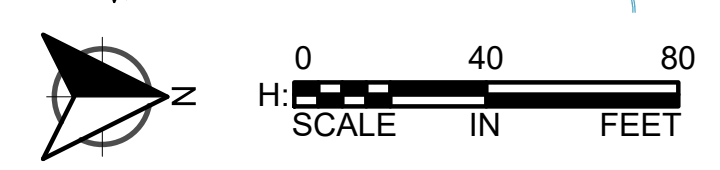
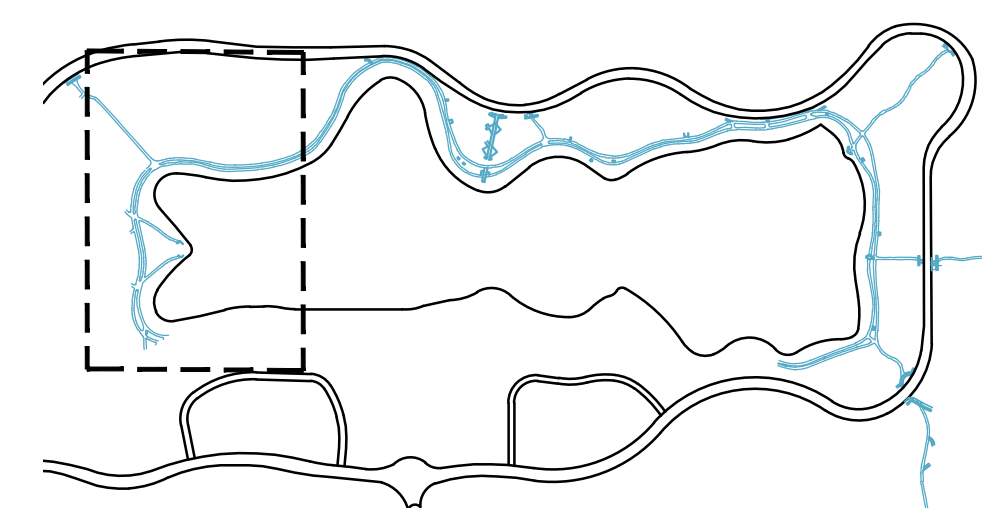
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APPROXIMATE EROSION CONTROL DEVICE QUANTITIES

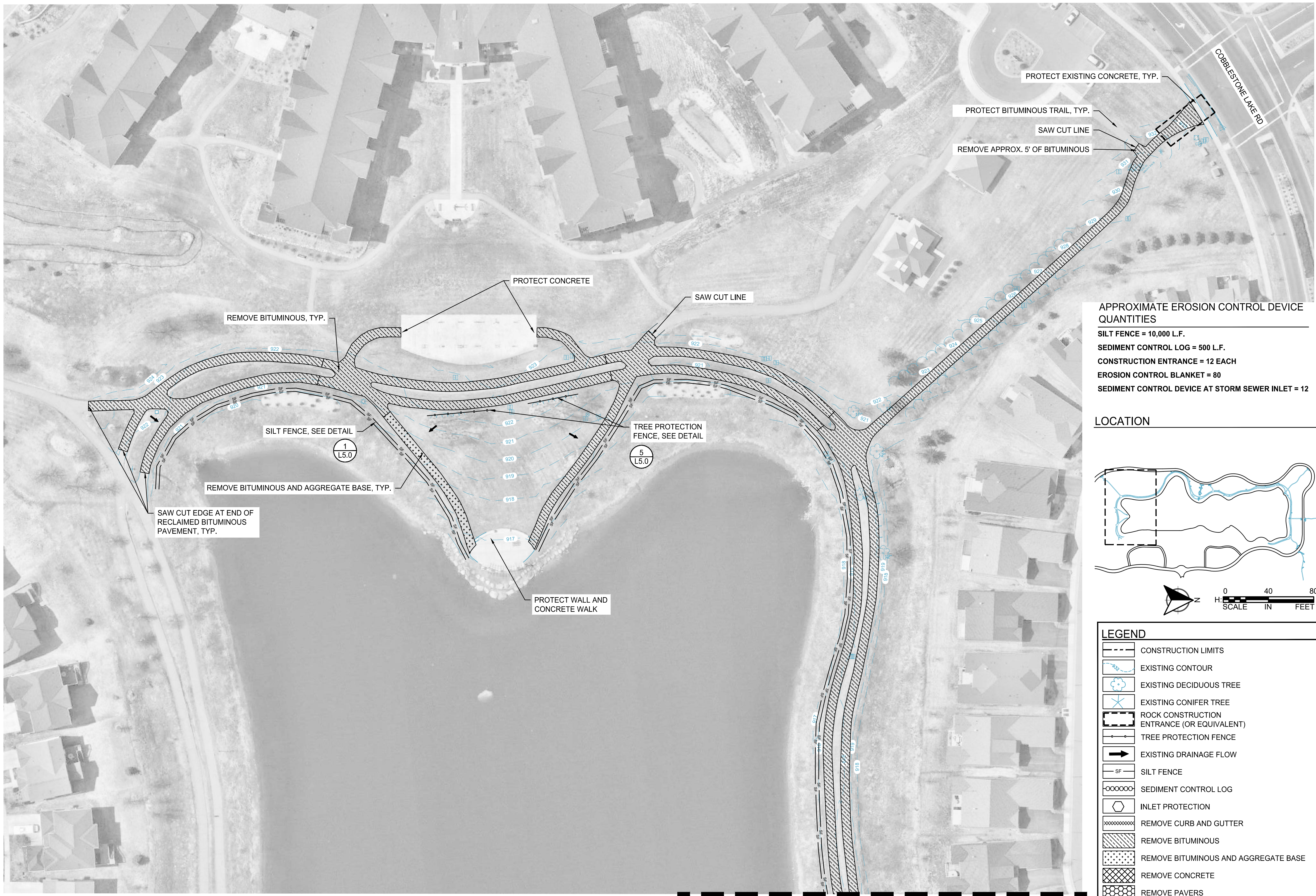
SILT FENCE = 10,000 L.F.
 SEDIMENT CONTROL LOG = 500 L.F.
 CONSTRUCTION ENTRANCE = 12 EACH
 EROSION CONTROL BLANKET = 80
 SEDIMENT CONTROL DEVICE AT STORM SEWER INLET = 12

LOCATION



LEGEND

[Dashed line]	CONSTRUCTION LIMITS
[Blue line]	EXISTING CONTOUR
[Blue circle]	EXISTING DECIDUOUS TREE
[Blue star]	EXISTING CONIFER TREE
[Hatched box]	ROCK CONSTRUCTION ENTRANCE (OR EQUIVALENT)
[Dotted line]	TREE PROTECTION FENCE
[Arrow]	EXISTING DRAINAGE FLOW
[SF]	SILT FENCE
[S-curve]	SEDIMENT CONTROL LOG
[Hexagon]	INLET PROTECTION
[Diagonal hatched]	REMOVE CURB AND GUTTER
[Cross-hatched]	REMOVE BITUMINOUS
[Stippled]	REMOVE BITUMINOUS AND AGGREGATE BASE
[Grid hatched]	REMOVE CONCRETE
[Circle hatched]	REMOVE PAVERS



DEMOLITION PLAN - AREA 1

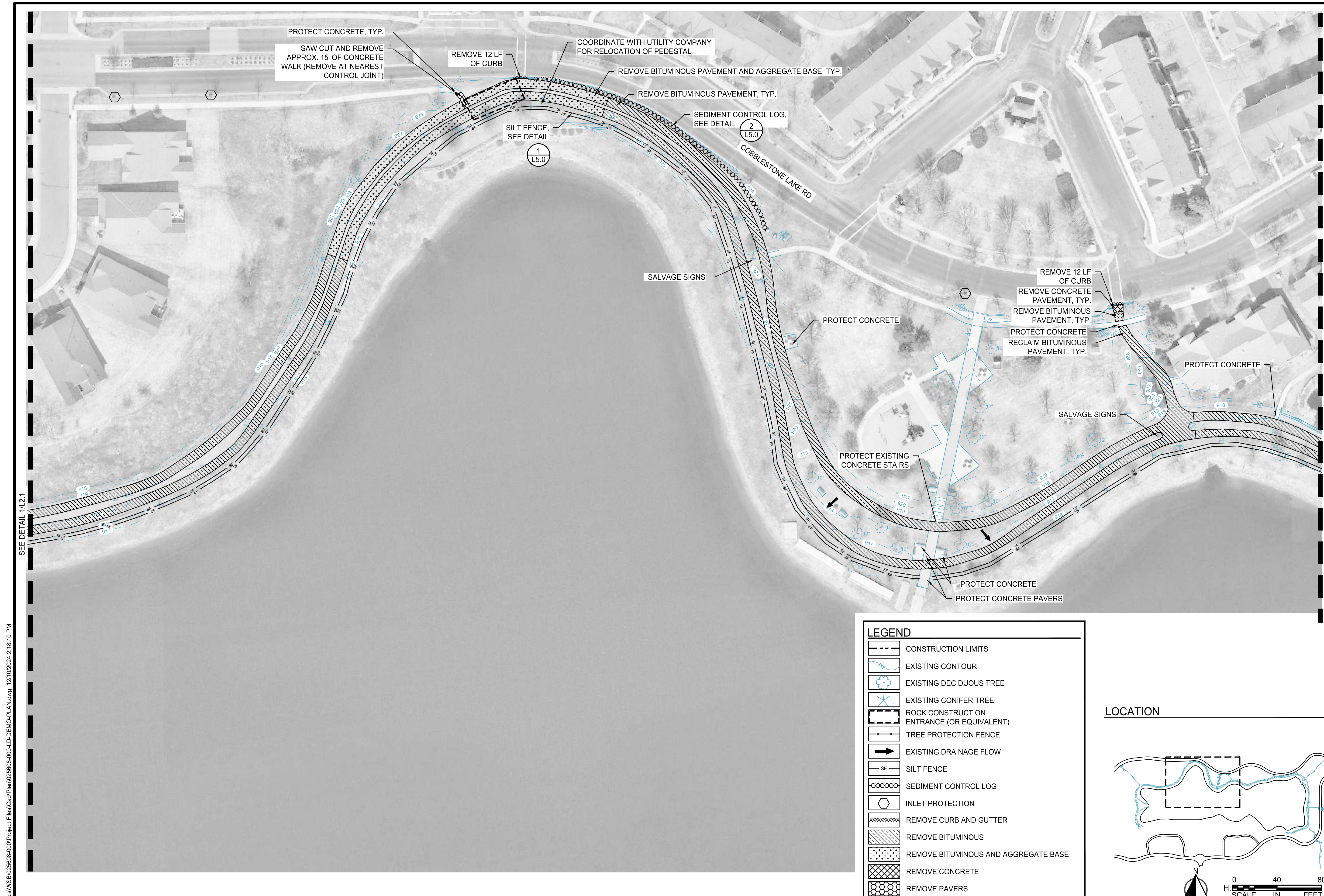
**COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN**

CLIENT PROJECT NO. 2024-158

WSB PROJECT NO. 025608-000

SHEET L2.1

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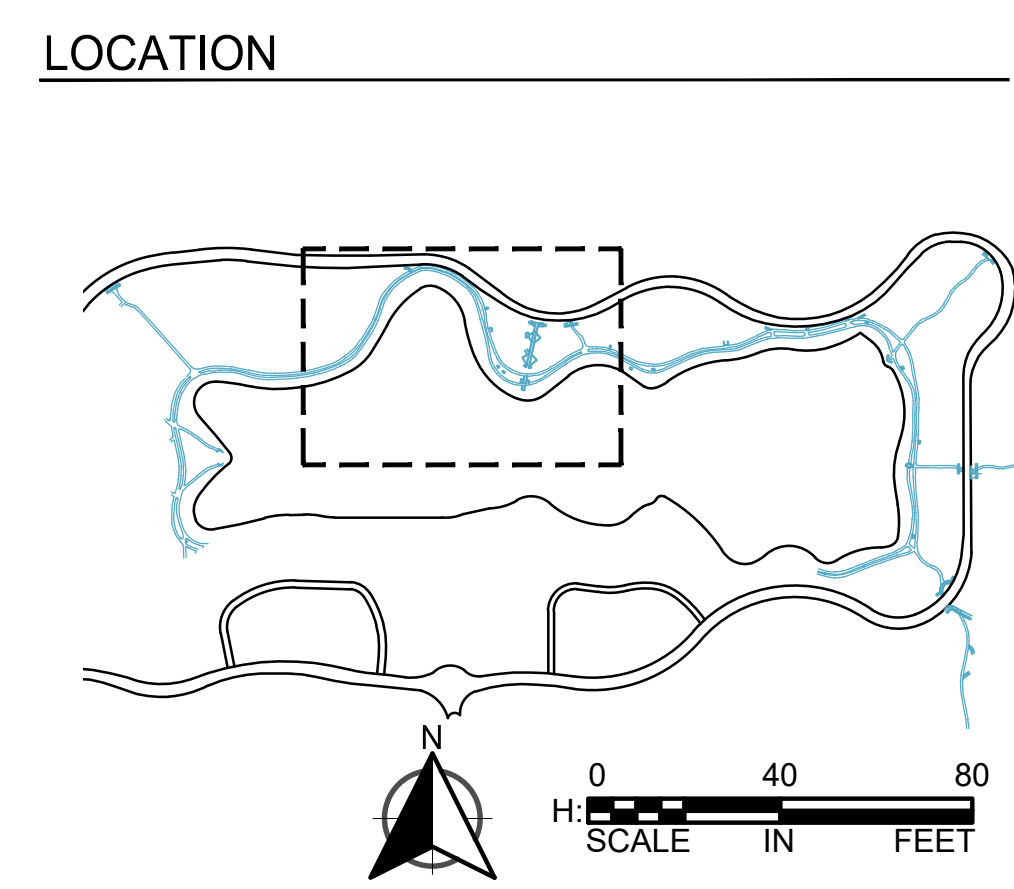
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SEE DETAIL 1/L2.1

SEE DETAIL 1/L2.3

1 DEMO PLAN - NORTHWEST
L2.2

LEGEND	
	CONSTRUCTION LIMITS
	EXISTING CONTOUR
	EXISTING DECIDUOUS TREE
	EXISTING CONIFER TREE
	ROCK CONSTRUCTION ENTRANCE (OR EQUIVALENT)
	TREE PROTECTION FENCE
	EXISTING DRAINAGE FLOW
	SILT FENCE
	SEDIMENT CONTROL LOG
	INLET PROTECTION
	REMOVE CURB AND GUTTER
	REMOVE BITUMINOUS
	REMOVE BITUMINOUS AND AGGREGATE BASE
	REMOVE CONCRETE
	REMOVE PAVERS



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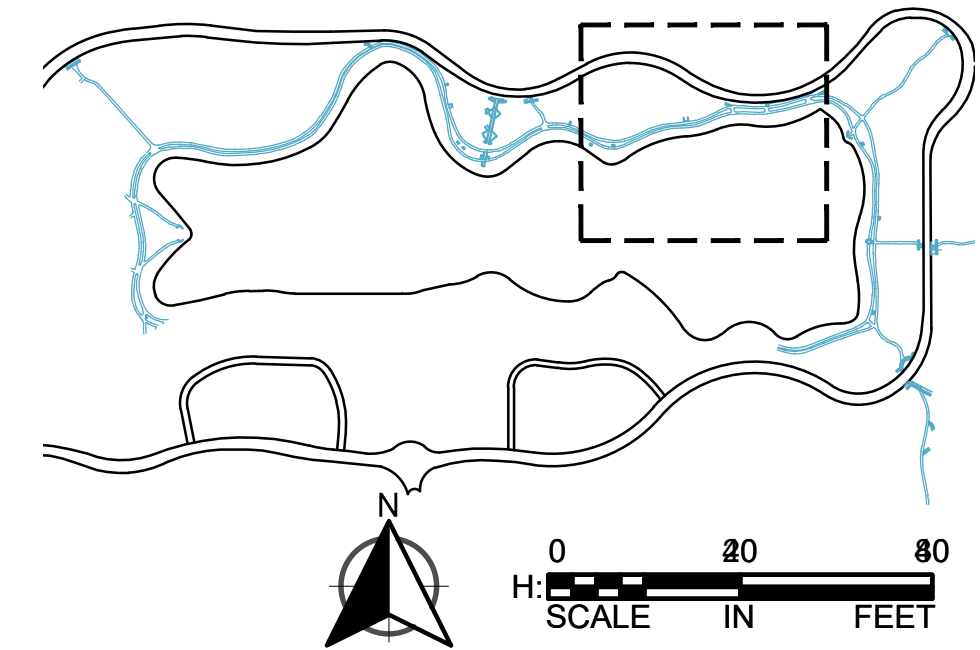
DEMOLITION PLAN - AREA 2

COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

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LOCATION



LEGEND	
	CONSTRUCTION LIMITS
	EXISTING CONTOUR
	EXISTING DECIDUOUS TREE
	EXISTING CONIFER TREE
	ROCK CONSTRUCTION ENTRANCE (OR EQUIVALENT)
	TREE PROTECTION FENCE
	EXISTING DRAINAGE FLOW
	SILT FENCE
	SEDIMENT CONTROL LOG
	INLET PROTECTION
	REMOVE CURB AND GUTTER
	REMOVE BITUMINOUS
	REMOVE BITUMINOUS AND AGGREGATE BASE
	REMOVE CONCRETE
	REMOVE PAVERS

1 DEMOLITION PLAN - AREA 3
L2.3

REVISIONS	
NO.	DESCRIPTION

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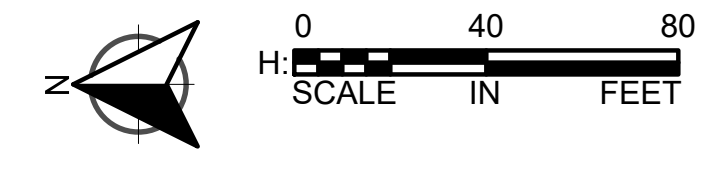
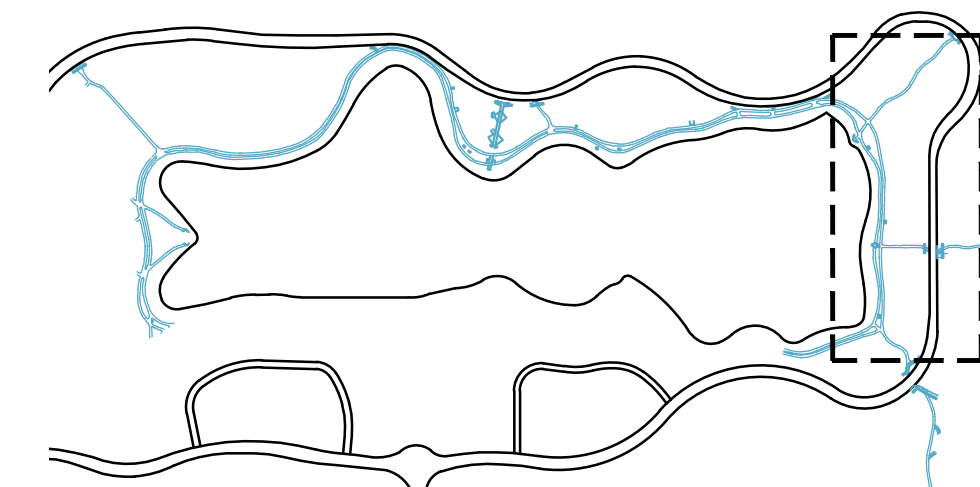
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DEMOLITION PLAN - AREA 3

COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

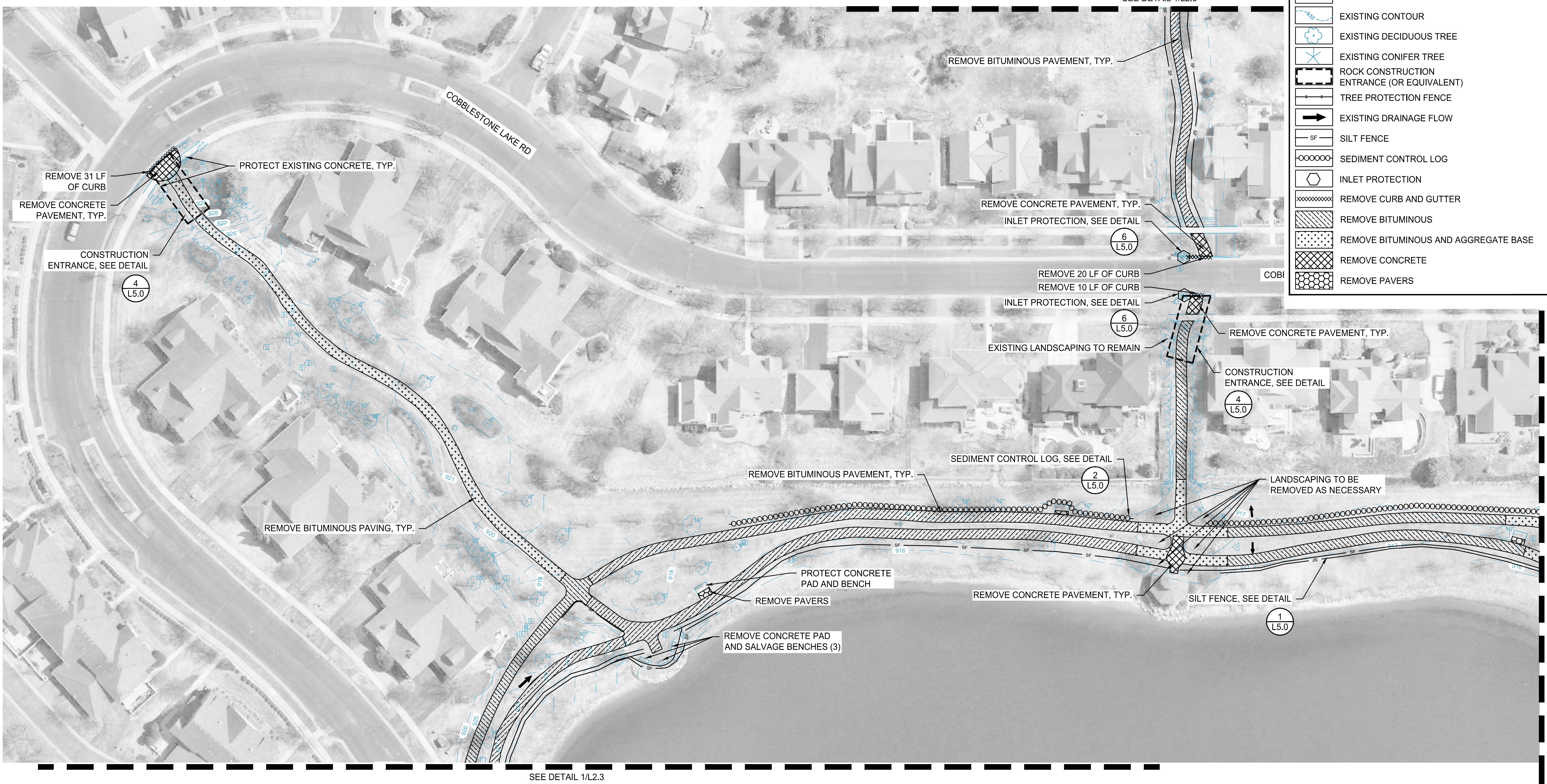
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LOCATION



SCALE: AS SHOWN
 PLAN BY: HW
 DESIGN BY: JL
 CHECK BY: JA

REVISIONS	
NO.	DESCRIPTION



LEGEND	
	CONSTRUCTION LIMITS
	EXISTING CONTOUR
	EXISTING DECIDUOUS TREE
	EXISTING CONIFER TREE
	ROCK CONSTRUCTION ENTRANCE (OR EQUIVALENT)
	TREE PROTECTION FENCE
	EXISTING DRAINAGE FLOW
	SILT FENCE
	SEDIMENT CONTROL LOG
	INLET PROTECTION
	REMOVE CURB AND GUTTER
	REMOVE BITUMINOUS
	REMOVE BITUMINOUS AND AGGREGATE BASE
	REMOVE CONCRETE
	REMOVE PAVERS

1 DEMOLITION PLAN - AREA 4
 L2.4

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DEMOLITION PLAN - AREA 4

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

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 SHEET
 L2.4

NO.	DATE	DESCRIPTION

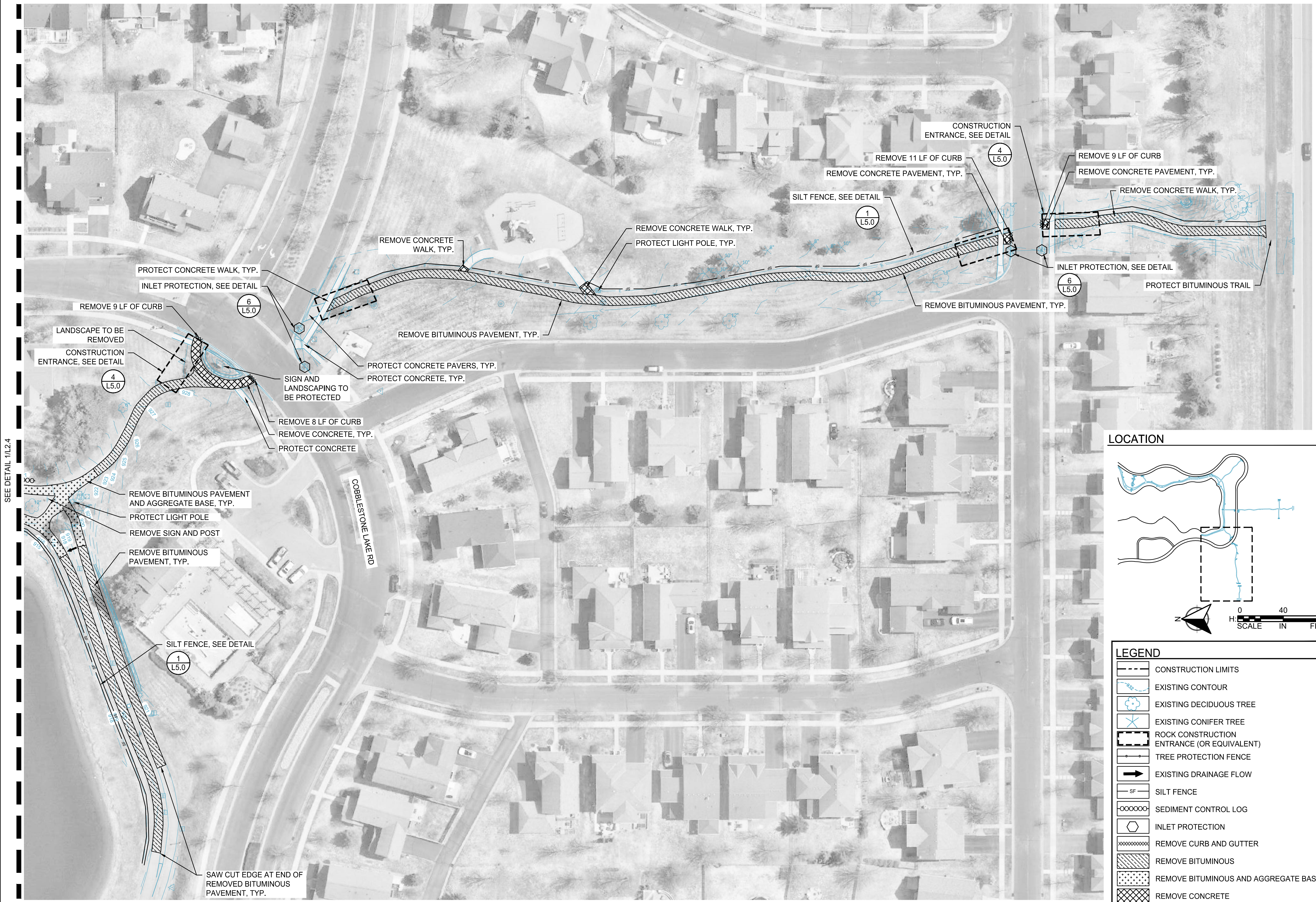
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Jared C. Lee
 JARED C. LEE
 DATE: 01/06/2025 LIC. NO.: 44369

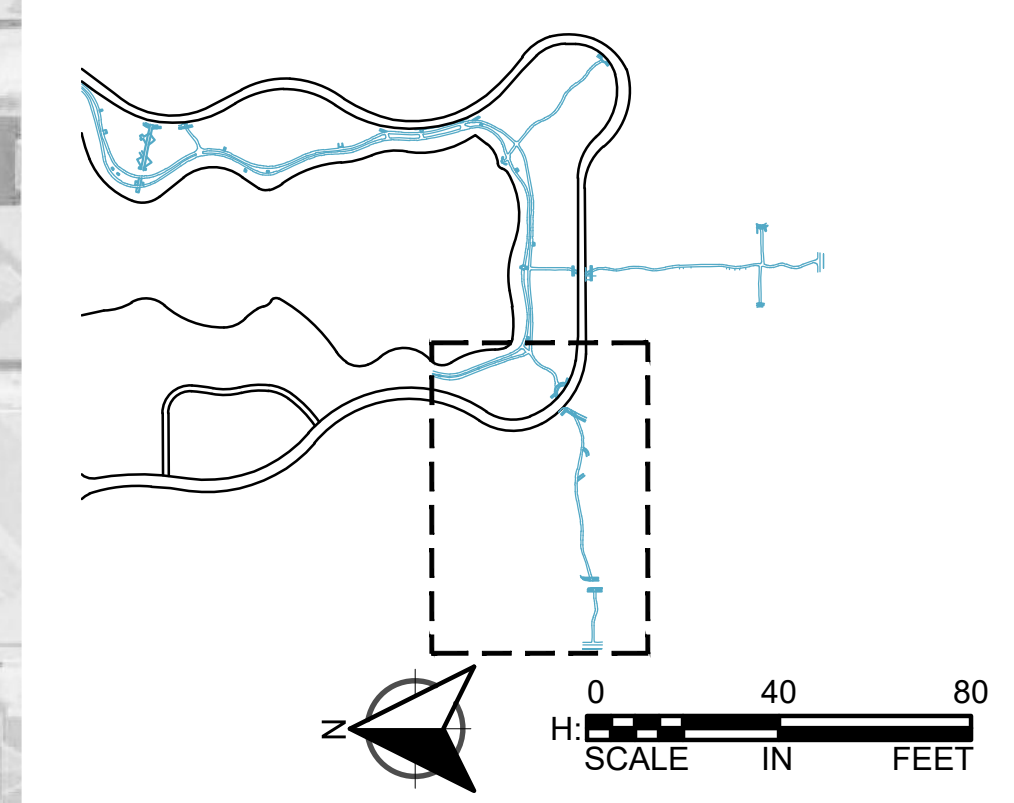
DEMOLITION PLAN - AREA 5

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

CLIENT PROJECT NO. 2024-158
 WSB PROJECT NO. 025608-000
 SHEET L2.5



LOCATION

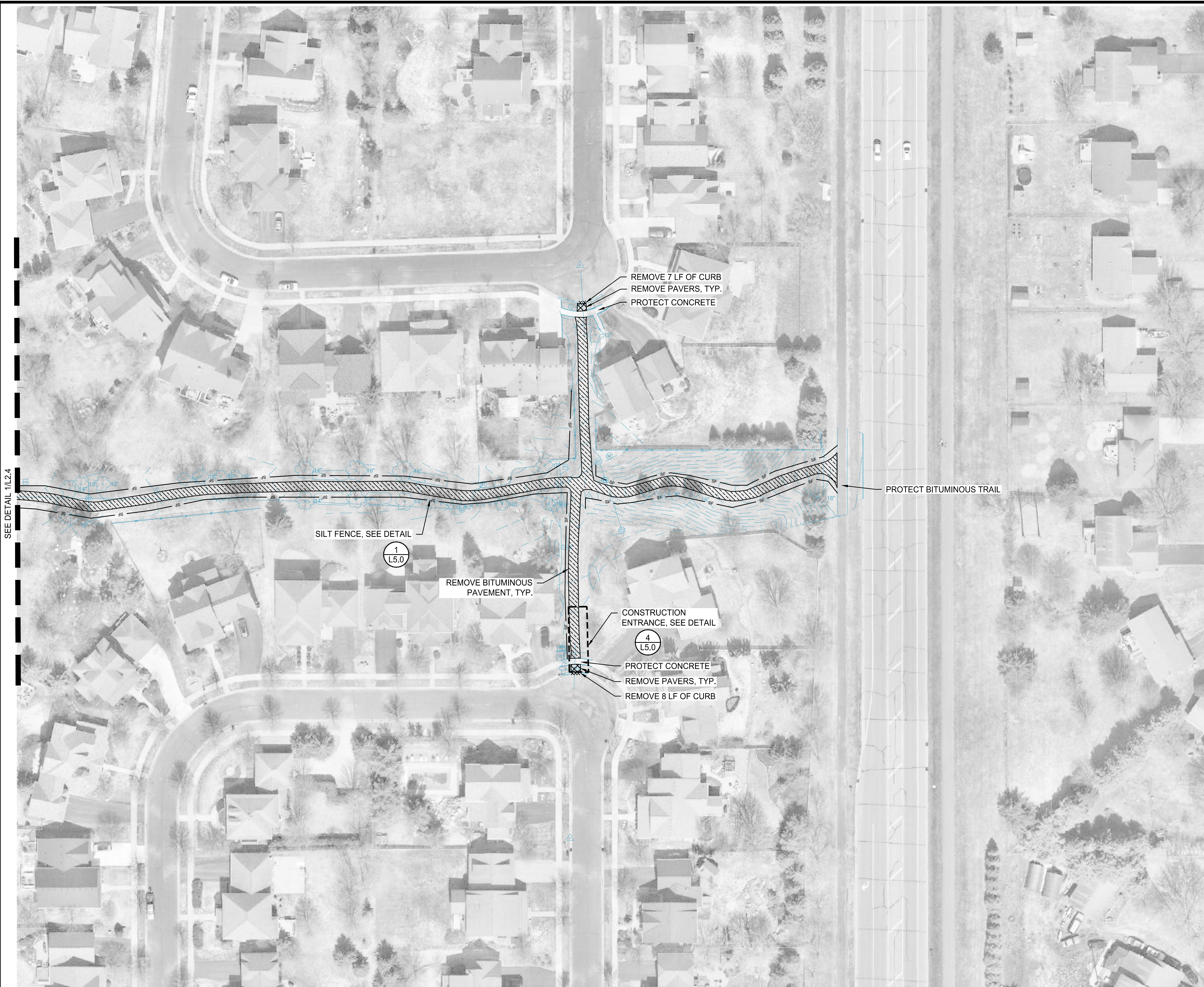


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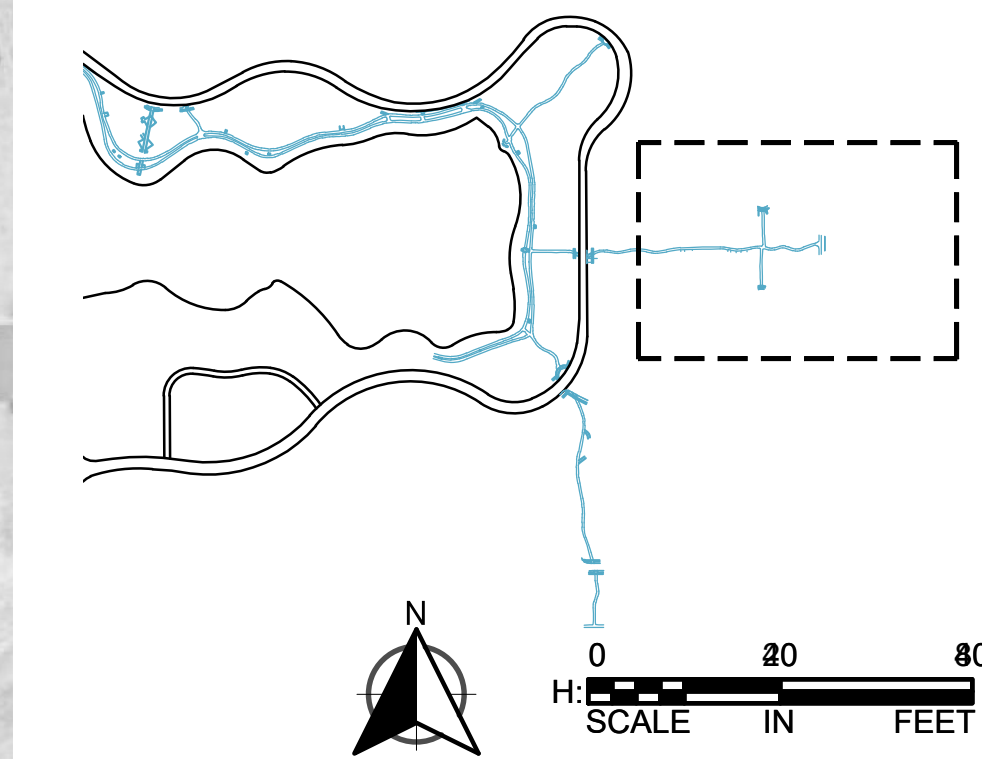
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[Symbol]	EXISTING CONTOUR
[Symbol]	EXISTING DECIDUOUS TREE
[Symbol]	EXISTING CONIFER TREE
[Symbol]	ROCK CONSTRUCTION ENTRANCE (OR EQUIVALENT)
[Symbol]	TREE PROTECTION FENCE
[Symbol]	EXISTING DRAINAGE FLOW
[Symbol]	SILT FENCE
[Symbol]	SEDIMENT CONTROL LOG
[Symbol]	INLET PROTECTION
[Symbol]	REMOVE CURB AND GUTTER
[Symbol]	REMOVE BITUMINOUS
[Symbol]	REMOVE BITUMINOUS AND AGGREGATE BASE
[Symbol]	REMOVE CONCRETE
[Symbol]	REMOVE PAVERS

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LOCATION



LEGEND

	CONSTRUCTION LIMITS
	EXISTING CONTOUR
	EXISTING DECIDUOUS TREE
	EXISTING CONIFER TREE
	ROCK CONSTRUCTION ENTRANCE (OR EQUIVALENT)
	TREE PROTECTION FENCE
	EXISTING DRAINAGE FLOW
	SILT FENCE
	SEDIMENT CONTROL LOG
	INLET PROTECTION
	REMOVE CURB AND GUTTER
	REMOVE BITUMINOUS
	REMOVE BITUMINOUS AND AGGREGATE BASE
	REMOVE CONCRETE
	REMOVE PAVERS

SEE DETAIL 1/L2.4

1 DEMOLITION PLAN - AREA 6
L2.6

wsb Apple Valley

SCALE: AS SHOWN
PLAN BY: HW

DESIGN BY: JL
CHECK BY: JA

REVISIONS

NO.	DATE	DESCRIPTION

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JARED C. LEE
DATE: 01/06/2025 LIC. NO.: 44369

DEMOLITION PLAN - AREA 6

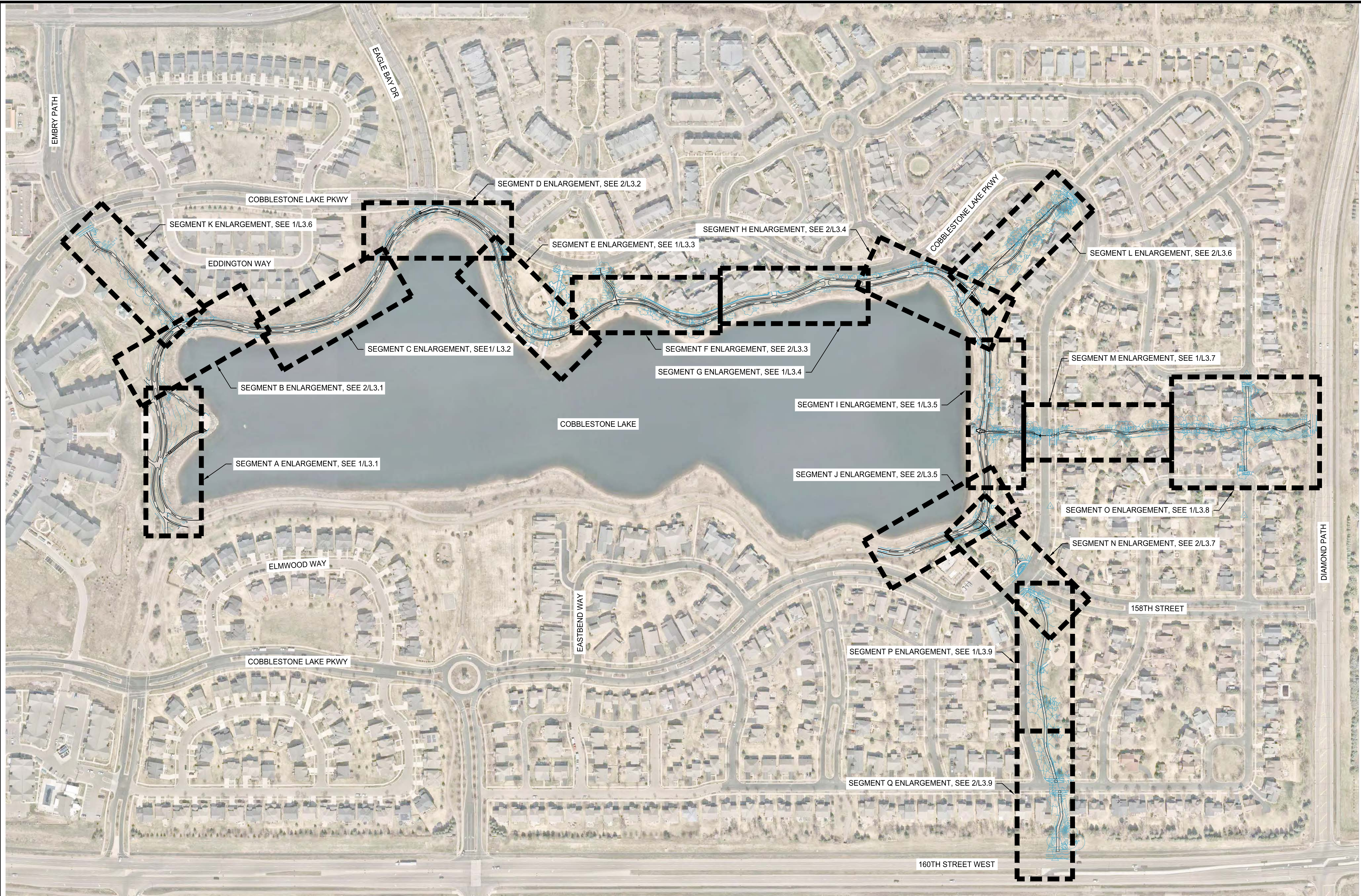
COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

CLIENT PROJECT NO. 2024-158

WSB PROJECT NO. 025608-000

SHEET L2.6

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REVISIONS	
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Jared C. Lee
Jared C. Lee, P.L.A.
DATE: 01/06/2025 LIC. NO.: 44369

LAYOUT LOCATOR MAP

COBBLESTONE LAKE TRAIL IMPROVEMENTS APPLE VALLEY, MN

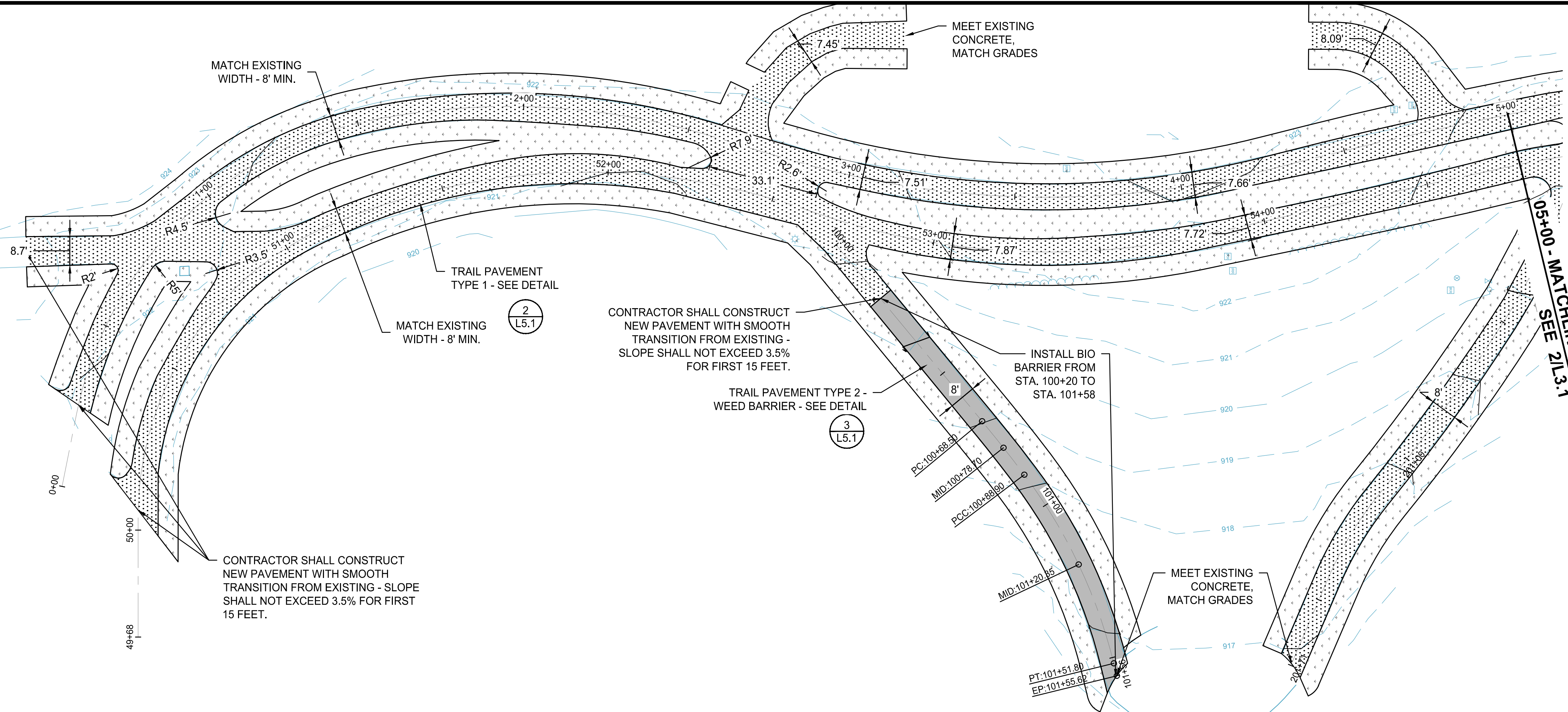
CLIENT PROJECT NO.
2024-158

WSB PROJECT NO.
025608-000

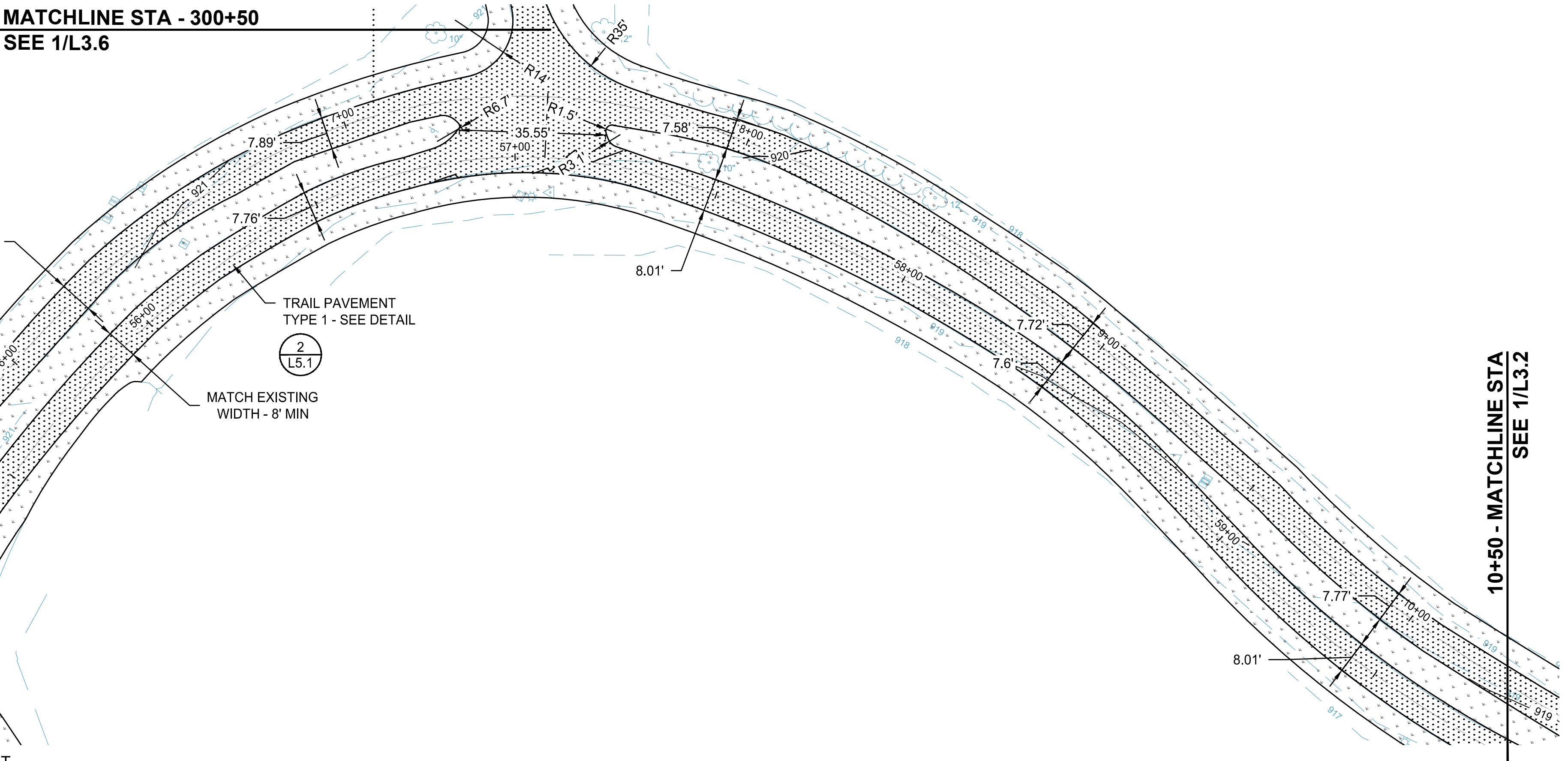
SHEET
L3.0



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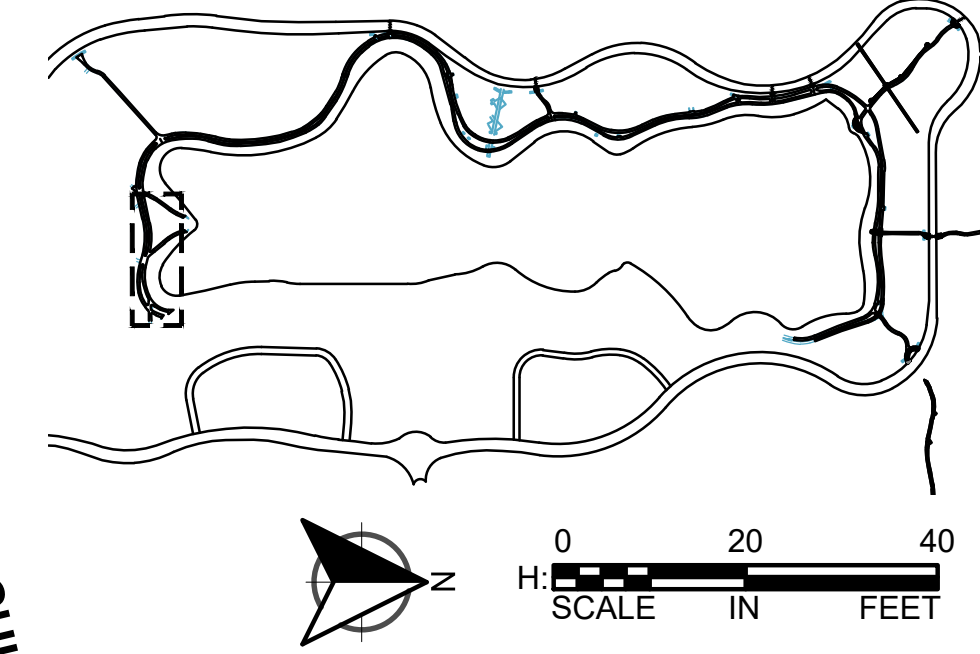


1 L3.1 LAYOUT PLAN - SEGMENT A ENLARGEMENT



2 L3.1 LAYOUT PLAN - SEGMENT B ENLARGEMENT

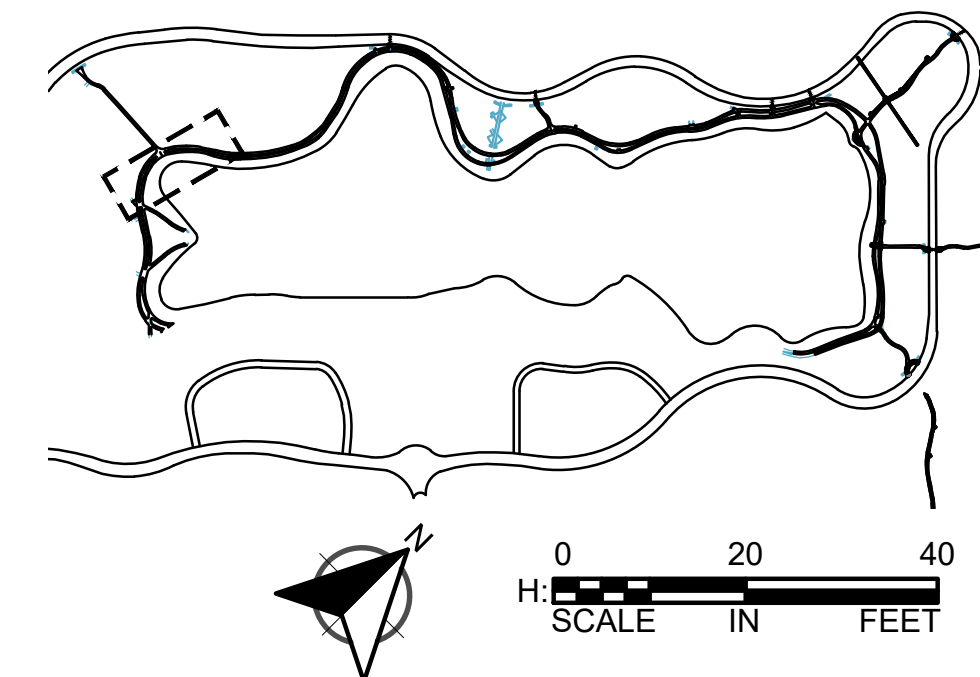
LOCATION



LEGEND

- CONSTRUCTION LIMITS
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- STATIONING
- TRAIL PAVEMENT - TYPE 1
- TRAIL PAVEMENT - TYPE 2
- TRAIL PAVEMENT - TYPE 3
- 6" THICK CONCRETE WALK
- CONCRETE WALK SPECIAL
- 5" THICK CONCRETE WALK
- TYPE I SEED MIX
- TYPE II SEED MIX

LOCATION



NO.	DATE	DESCRIPTION

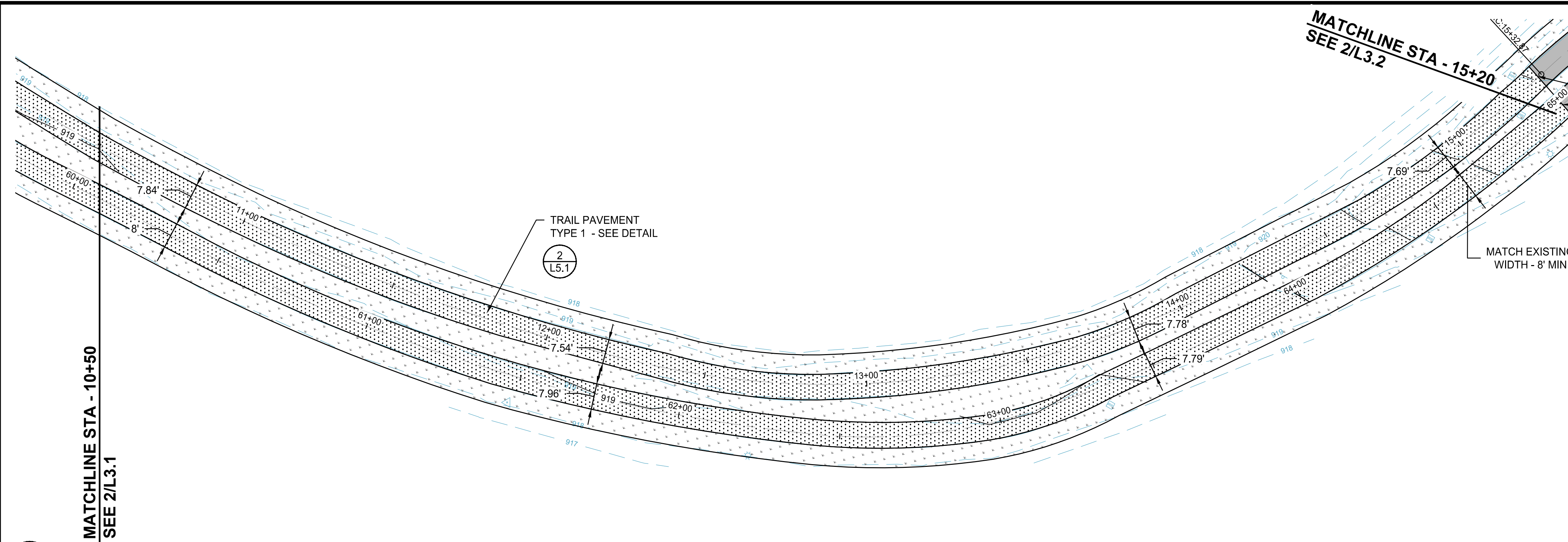
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

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 Jared C. Lee, PLA
 DATE: 01/06/2025 LIC. NO.: 44369

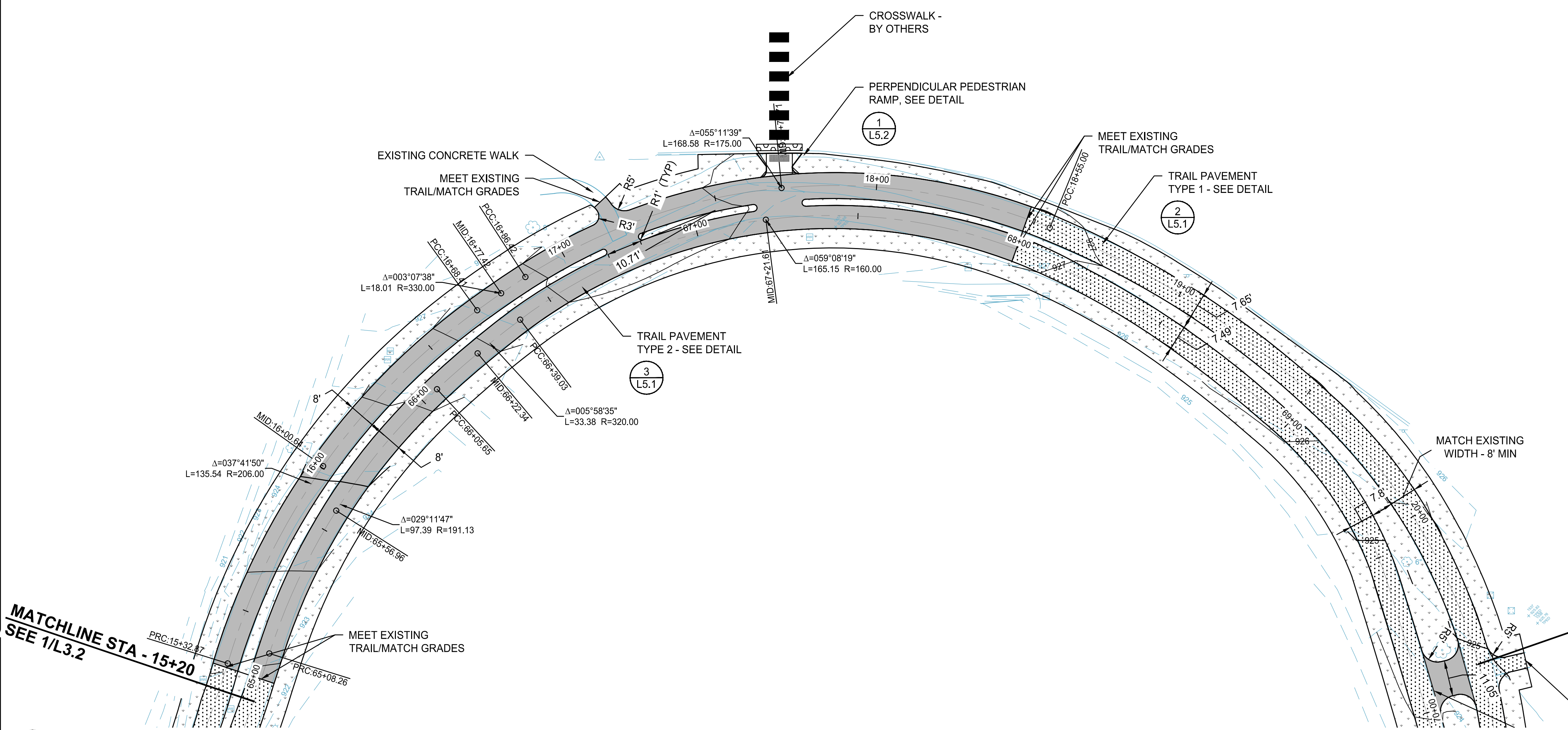
LAYOUT PLAN

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

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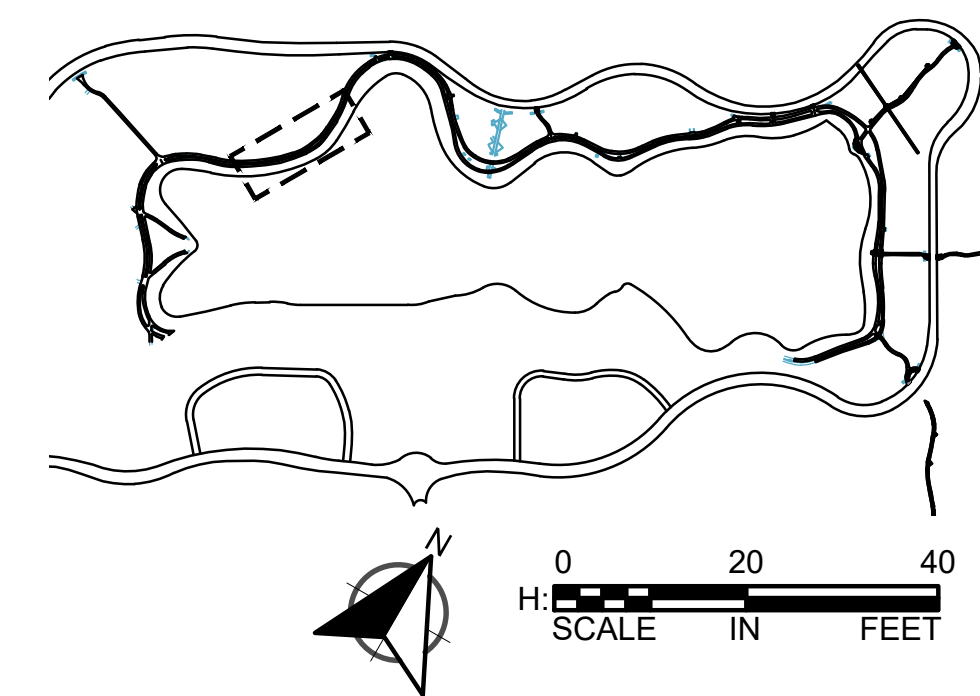


1 L3.2 LAYOUT PLAN - SEGMENT C ENLARGEMENT



2 L3.2 LAYOUT PLAN - SEGMENT D ENLARGEMENT

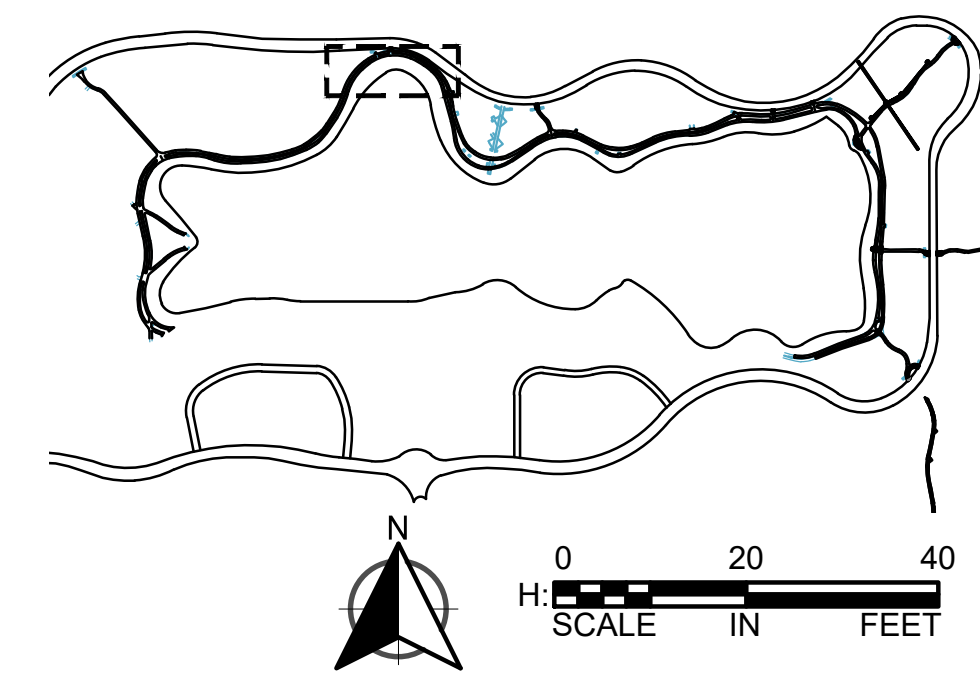
LOCATION



LEGEND

- CONSTRUCTION LIMITS
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- STATIONING
- TRAIL PAVEMENT - TYPE 1
- TRAIL PAVEMENT - TYPE 2
- TRAIL PAVEMENT - TYPE 3
- 6" THICK CONCRETE WALK
- CONCRETE WALK SPECIAL
- 5" THICK CONCRETE WALK
- TYPE I SEED MIX
- TYPE II SEED MIX

LOCATION



SCALE: AS SHOWN
 PLAN BY: HW
 DESIGN BY: JL
 CHECK BY: JA

NO.	DATE	DESCRIPTION

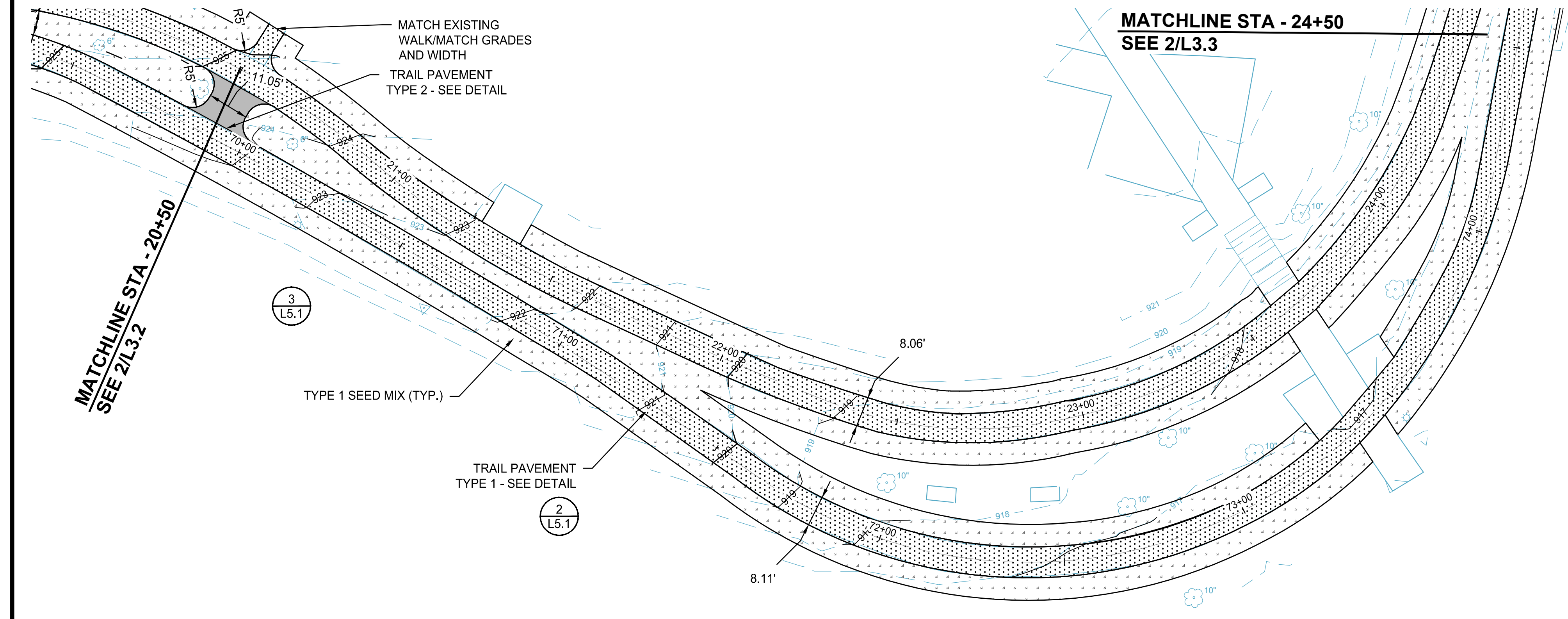
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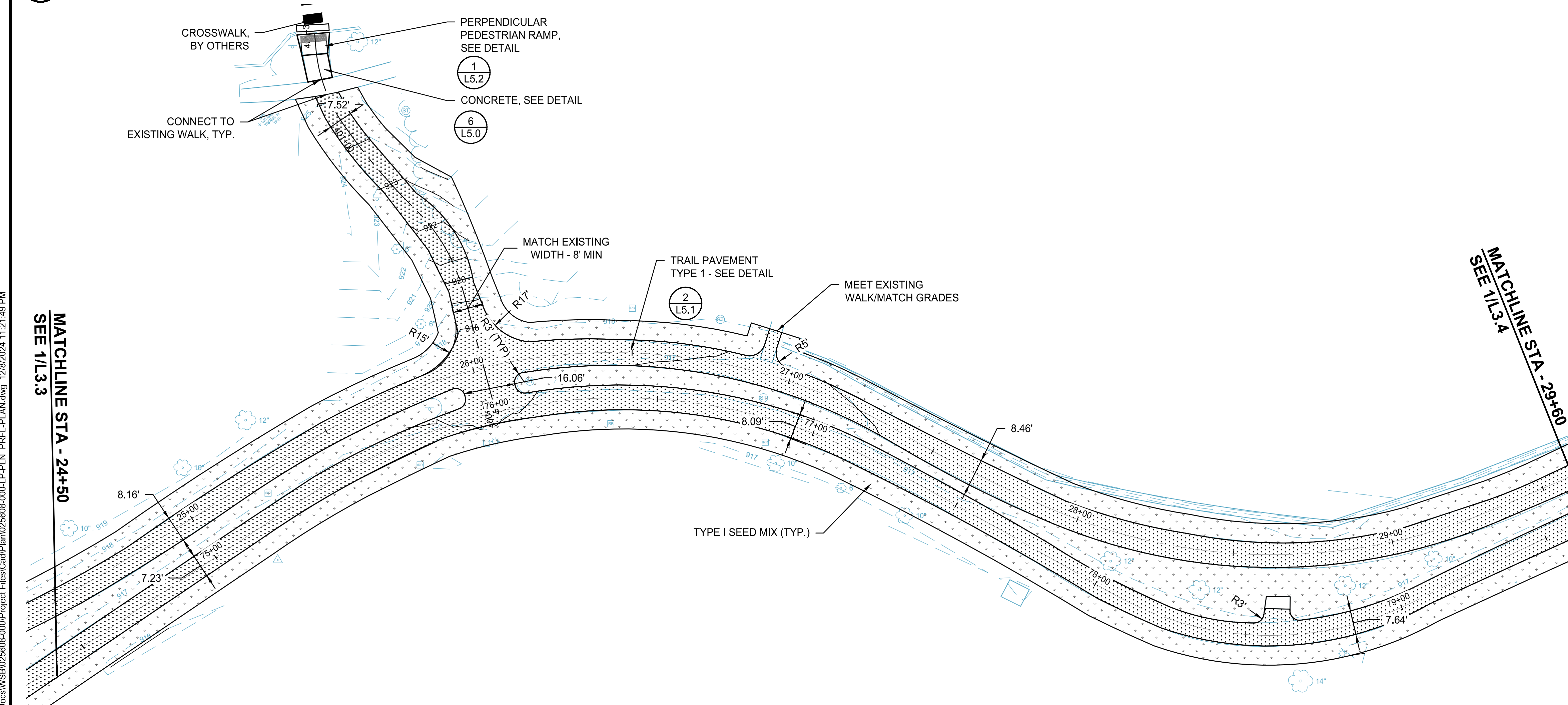
LAYOUT PLAN

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

CLIENT PROJECT NO. 2024-158
 WSB PROJECT NO. 025608-000
 SHEET L3.2

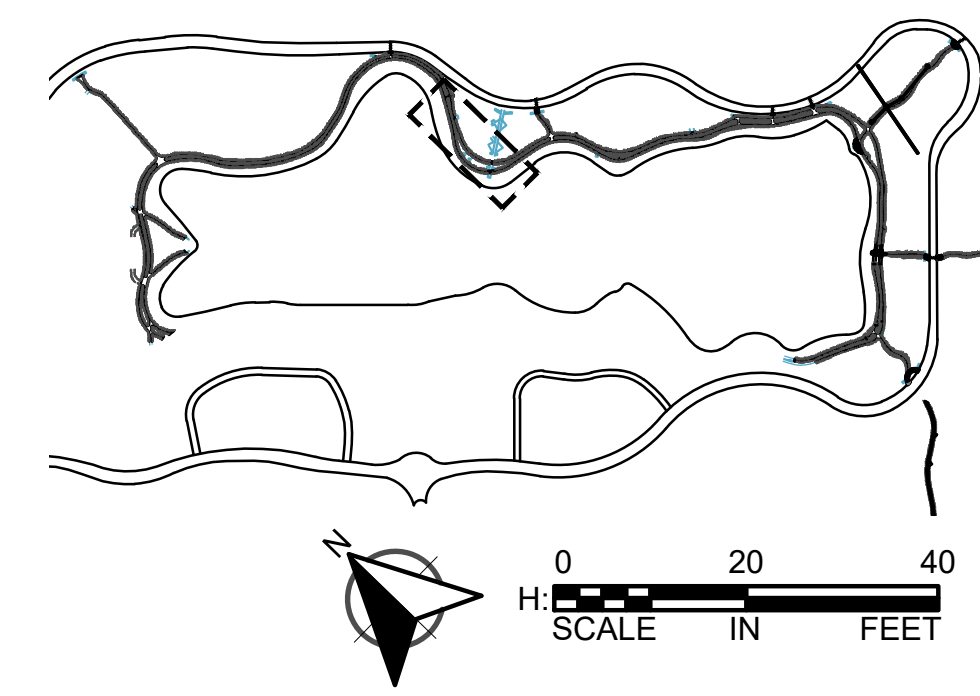


1 L3.3 LAYOUT PLAN - SEGMENT E ENLARGEMENT



2 L3.3 LAYOUT PLAN - SEGMENT F ENLARGEMENT

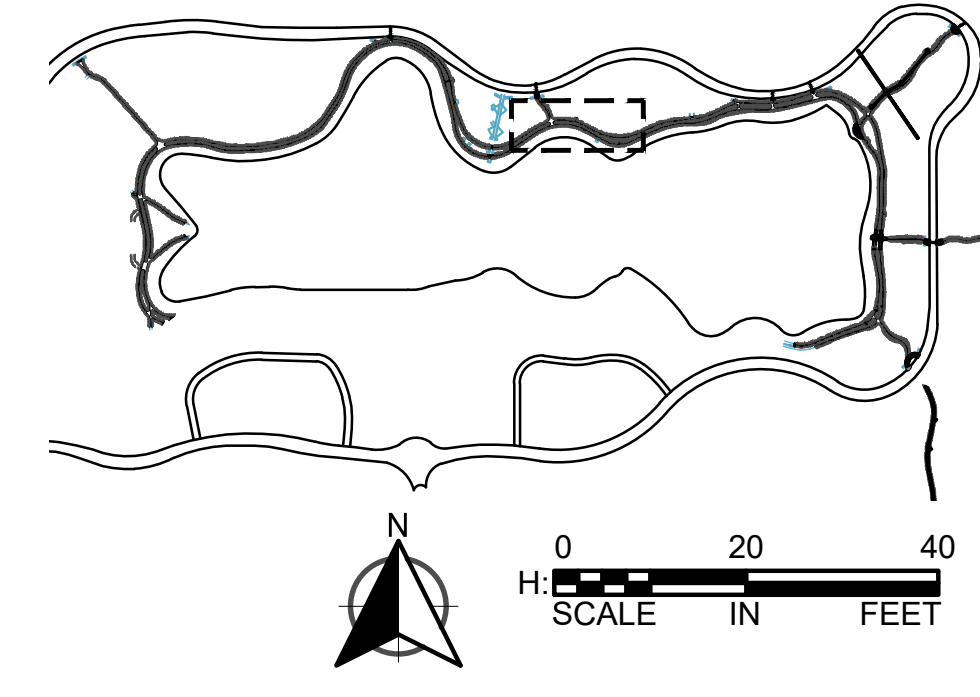
LOCATION



LEGEND

- CONSTRUCTION LIMITS
- ☁ EXISTING DECIDUOUS TREE
- ☎ EXISTING CONIFER TREE
- STATIONING
- ▨ TRAIL PAVEMENT - TYPE 1
- ▩ TRAIL PAVEMENT - TYPE 2
- ▧ TRAIL PAVEMENT - TYPE 3
- ▦ 6" THICK CONCRETE WALK
- ▥ CONCRETE WALK SPECIAL
- ▤ 5" THICK CONCRETE WALK
- ▣ TYPE I SEED MIX
- ▢ TYPE II SEED MIX

LOCATION



REVISIONS

NO.	DATE	DESCRIPTION

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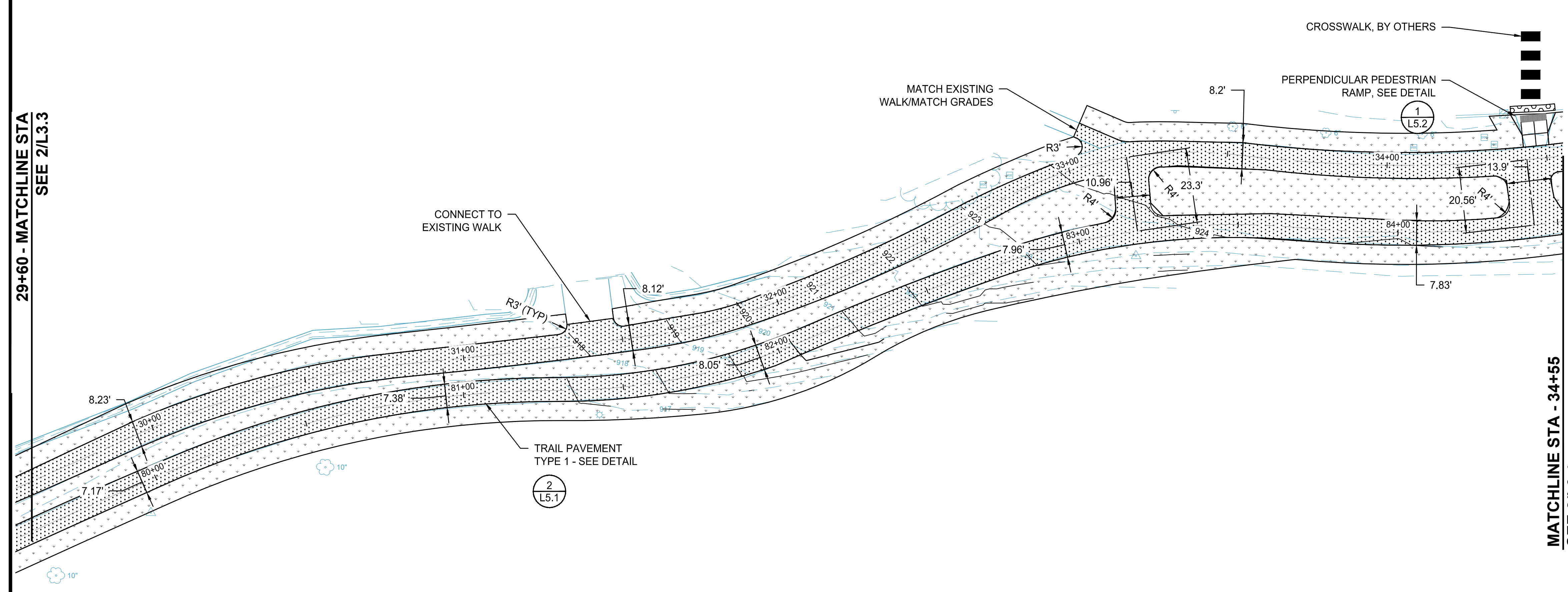
Jared C. Lee
Jared C. Lee, PLA
DATE: 01/06/2025 LIC. NO.: 44369

LAYOUT PLAN

COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

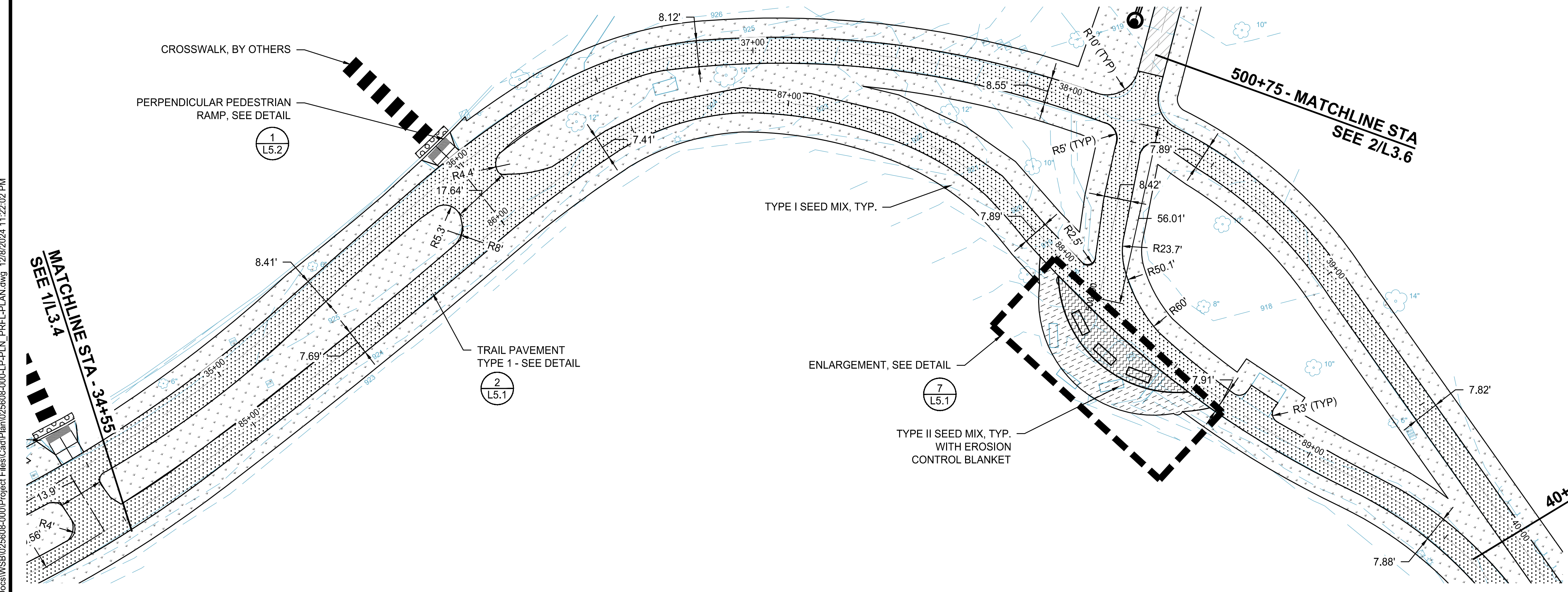
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29+60 - MATCHLINE STA
SEE 2/L3.3



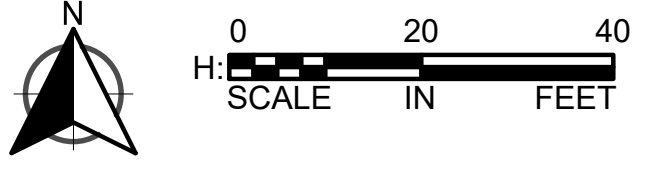
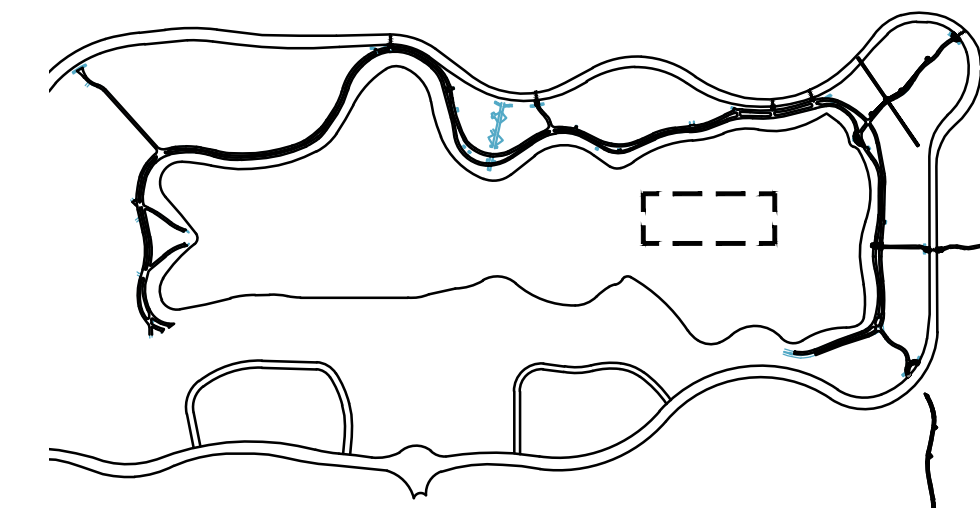
1 L3.4 LAYOUT PLAN - SEGMENT G ENLARGEMENT

MATCHLINE STA - 34+55
SEE 1/L3.4



2 L3.4 LAYOUT PLAN - SEGMENT H ENLARGEMENT

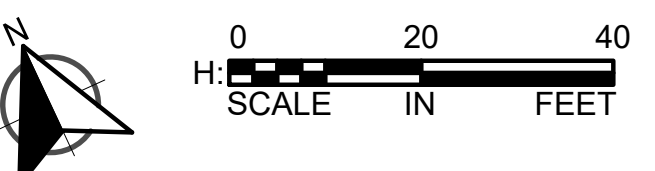
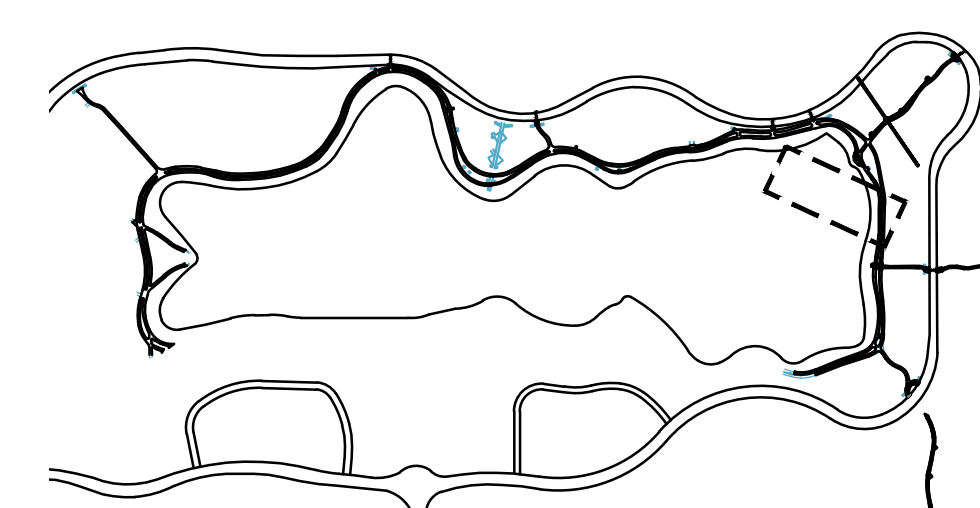
LOCATION



LEGEND

- CONSTRUCTION LIMITS
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- STATIONING
- TRAIL PAVEMENT - TYPE 1
- TRAIL PAVEMENT - TYPE 2
- TRAIL PAVEMENT - TYPE 3
- 6" THICK CONCRETE WALK
- CONCRETE WALK SPECIAL
- 5" THICK CONCRETE WALK
- TYPE I SEED MIX
- TYPE II SEED MIX

LOCATION



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Jared C. Lee, PLA
DATE: 01/06/2025 LIC. NO.: 44369

LAYOUT PLAN

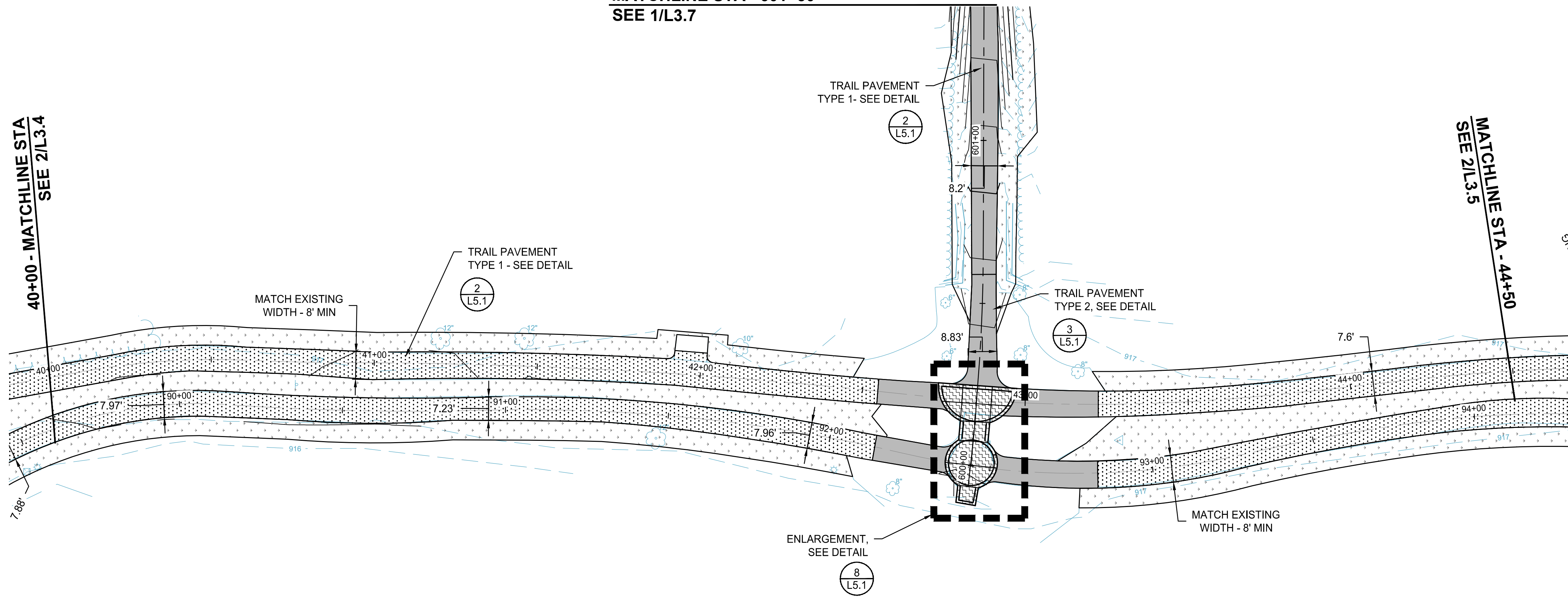
COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

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MATCHLINE STA - 601+50
SEE 1/L3.7

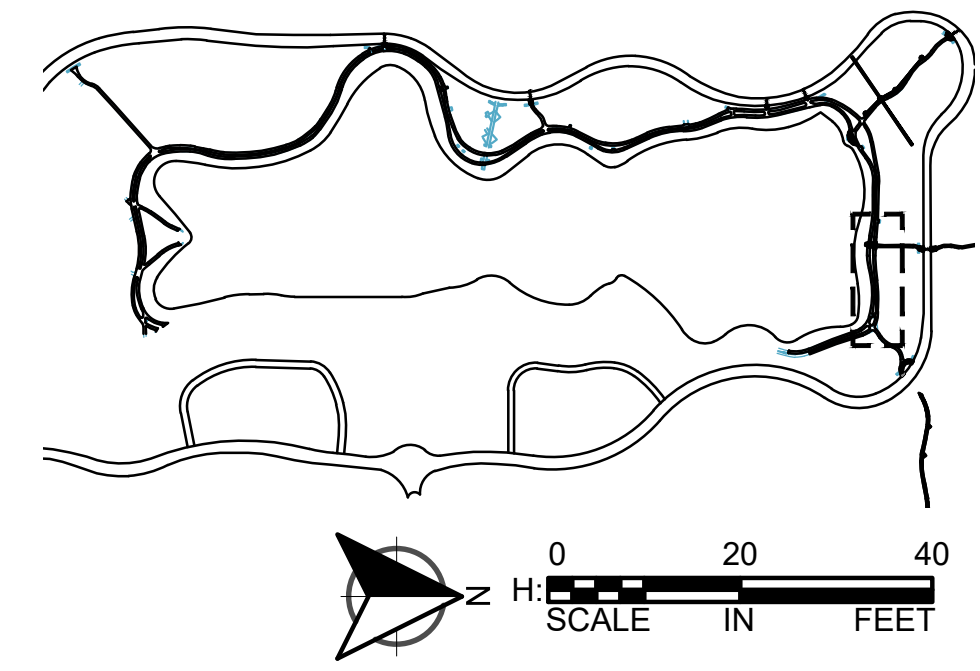
40+00 - MATCHLINE STA
SEE 2/L3.4

MATCHLINE STA - 44+50
SEE 2/L3.5



1 LAYOUT PLAN - SEGMENT I ENLARGEMENT
L3.5

LOCATION



LEGEND

- CONSTRUCTION LIMITS
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- STATIONING
- TRAIL PAVEMENT - TYPE 1
- TRAIL PAVEMENT - TYPE 2
- TRAIL PAVEMENT - TYPE 3
- 6" THICK CONCRETE WALK
- CONCRETE WALK SPECIAL
- 5" THICK CONCRETE WALK
- TYPE I SEED MIX
- TYPE II SEED MIX

REVISIONS

NO.	DATE	DESCRIPTION

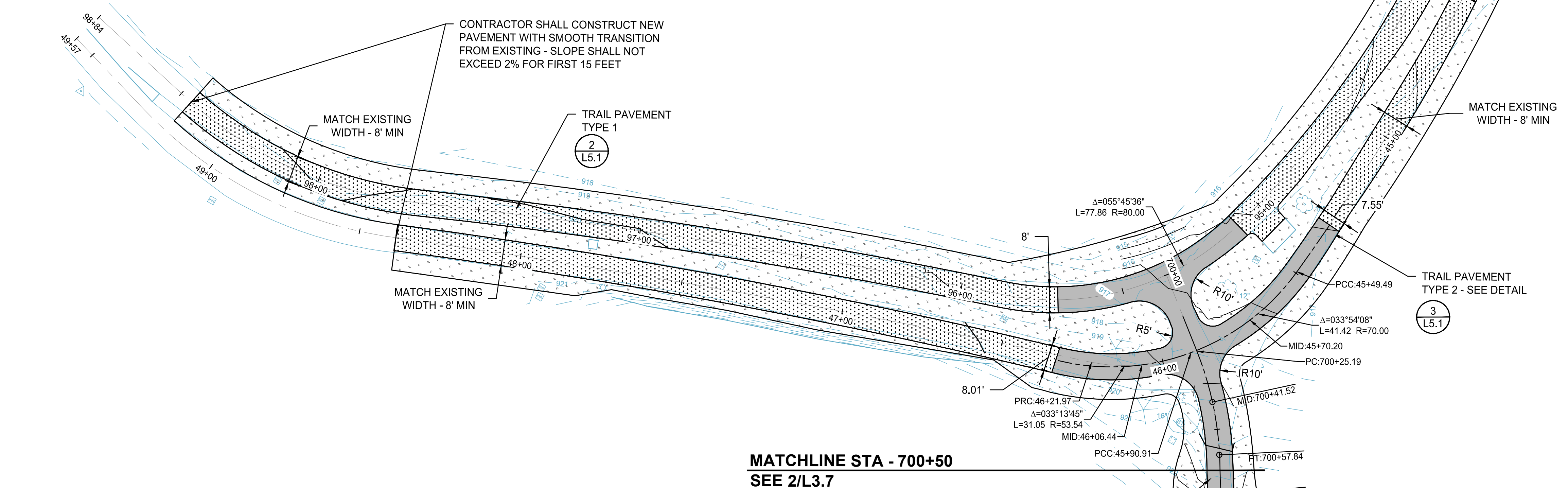
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Jared C. Lee, PLA

DATE: 01/06/2025 LIC. NO.: 44369

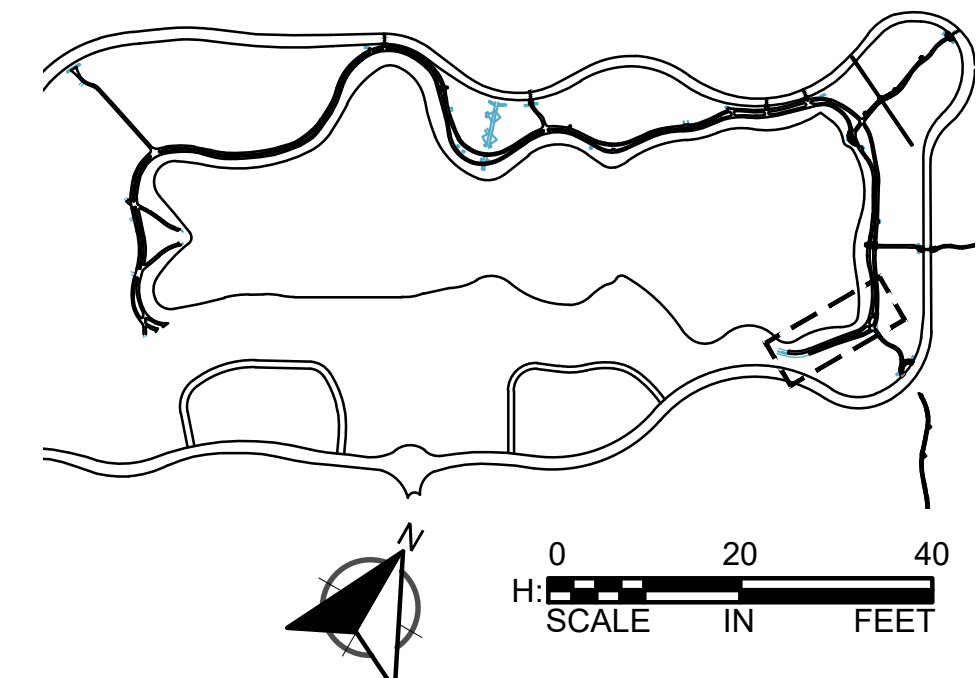
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SEE 1/L3.5

MATCHLINE STA - 700+50
SEE 2/L3.7



2 LAYOUT PLAN - SEGMENT J ENLARGEMENT
L3.5

LOCATION



LAYOUT PLAN

COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

CLIENT PROJECT NO.
2024-158

WSB PROJECT NO.
025608-000

SHEET
L3.5

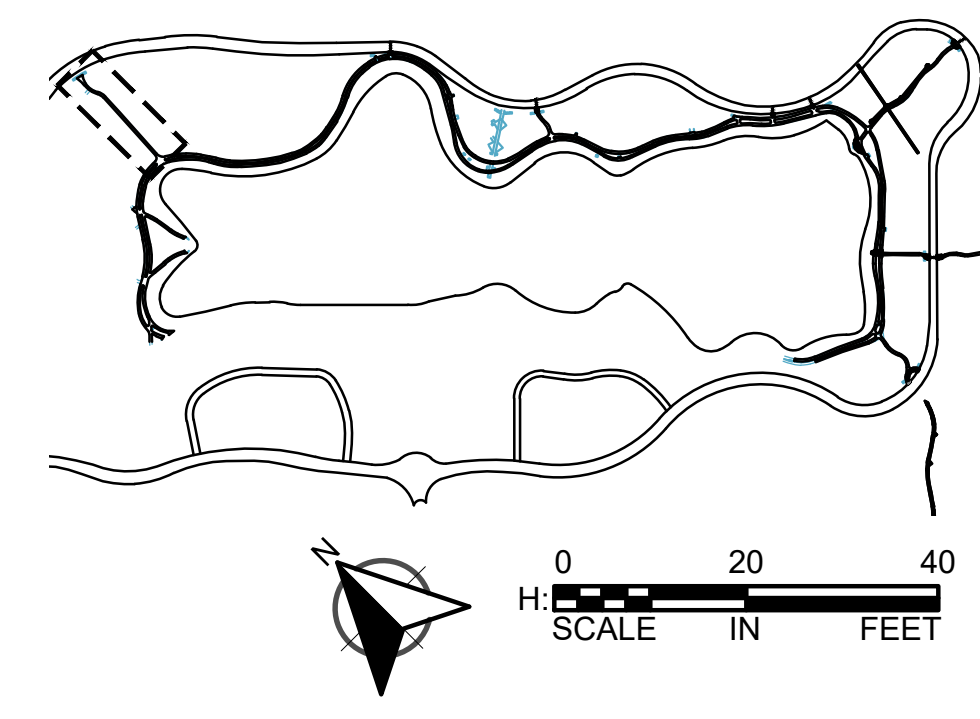
SCALE: AS SHOWN
 PLAN BY: HW
 DESIGN BY: JL
 CHECK BY: JA

NO.	DATE	DESCRIPTION

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Jared C. Lee
 Jared C. Lee, PLA
 DATE: 01/06/2025 LIC. NO.: 44369

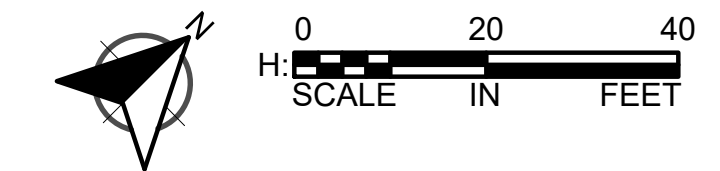
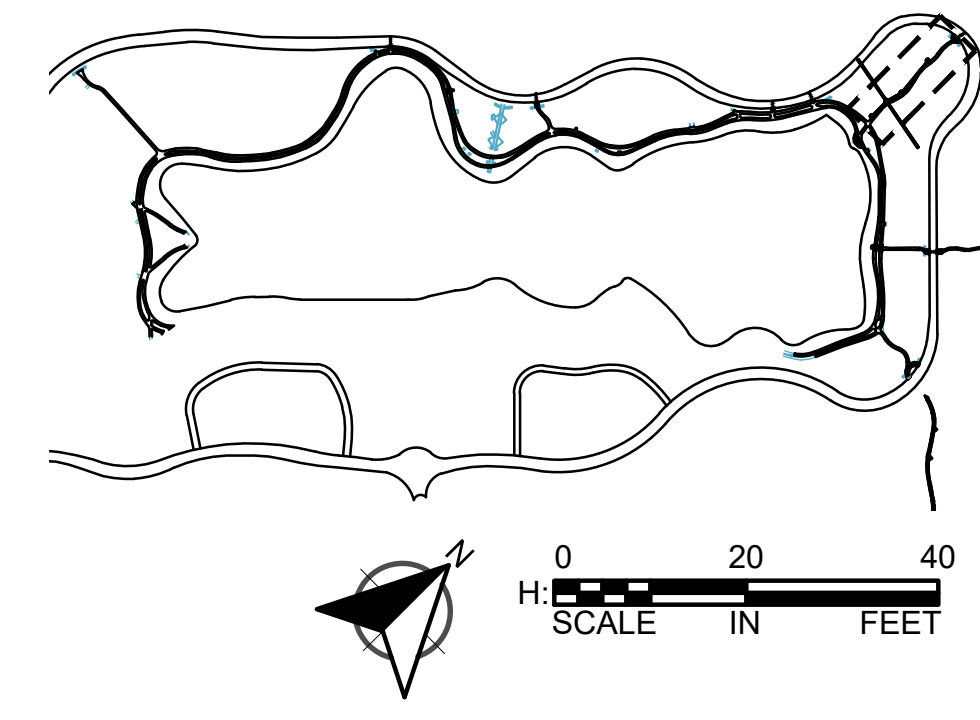
LOCATION



LEGEND

- CONSTRUCTION LIMITS
- ☼ EXISTING DECIDUOUS TREE
- ☀ EXISTING CONIFER TREE
- STATIONING
- ▨ TRAIL PAVEMENT - TYPE 1
- ▩ TRAIL PAVEMENT - TYPE 2
- ▧ TRAIL PAVEMENT - TYPE 3
- ▤ 6" THICK CONCRETE WALK
- ▥ CONCRETE WALK SPECIAL
- ▦ 5" THICK CONCRETE WALK
- ▧ TYPE I SEED MIX
- ▨ TYPE II SEED MIX

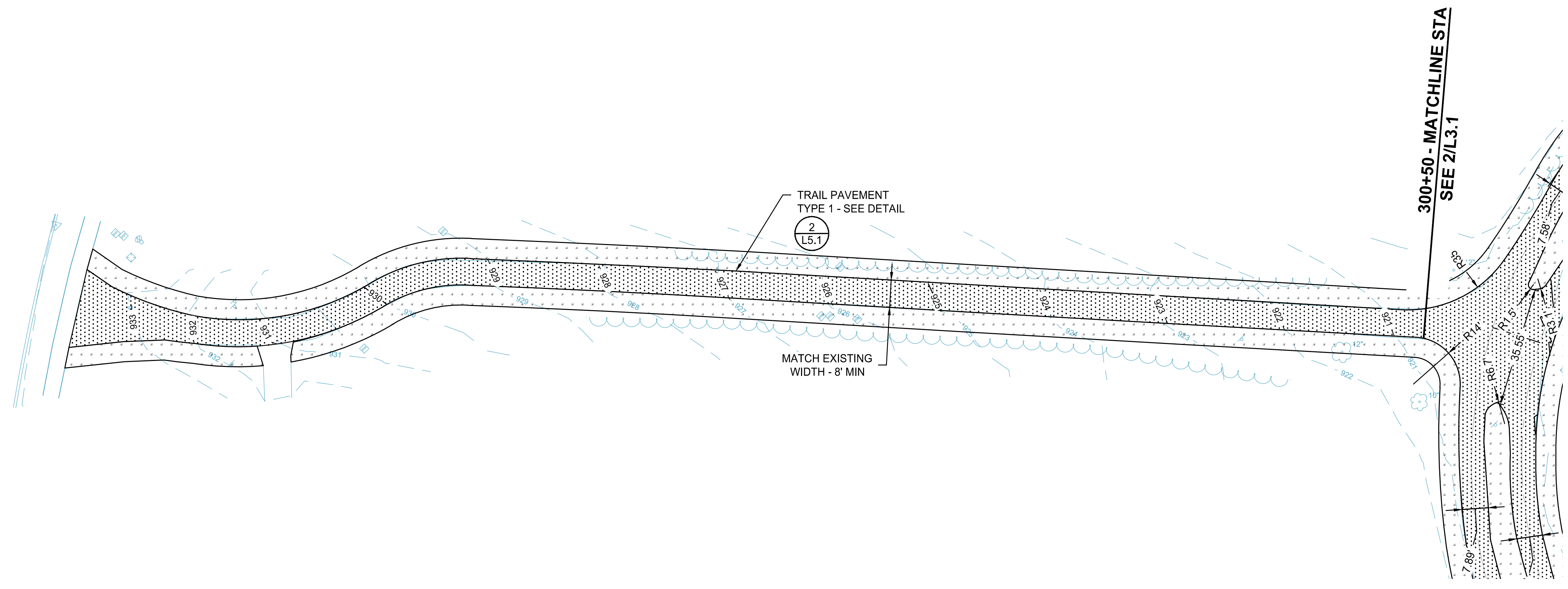
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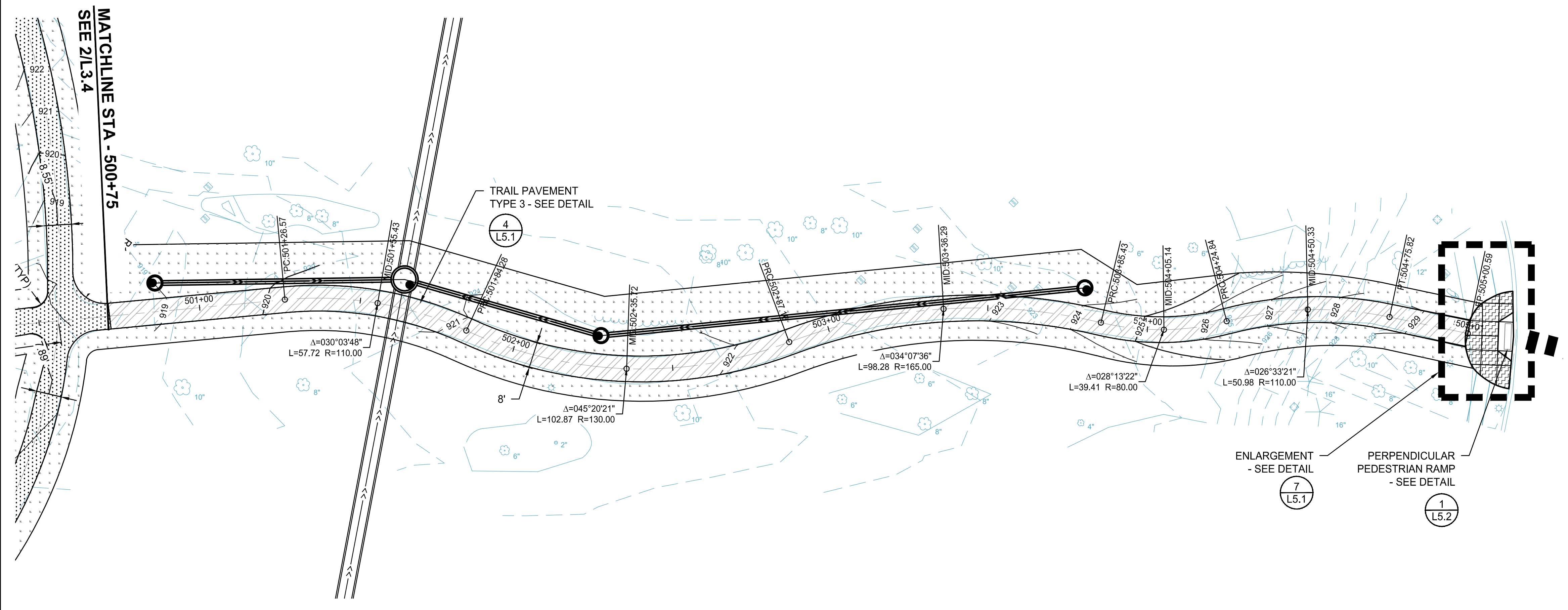
LAYOUT PLAN

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

CLIENT PROJECT NO. 2024-158
 WSB PROJECT NO. 025608-000
 SHEET L3.6



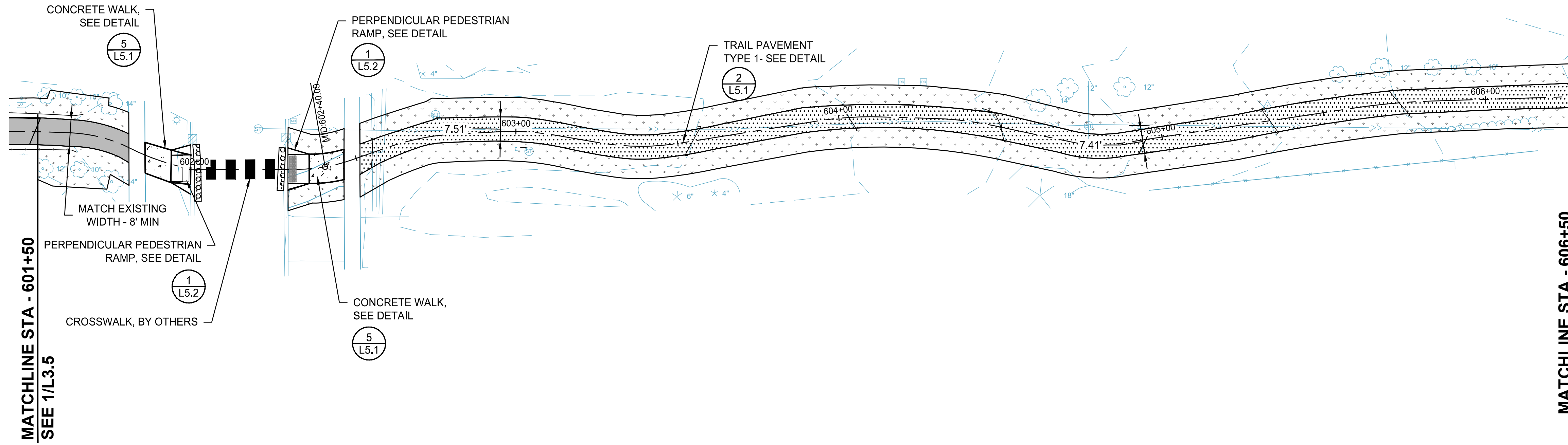
1 LAYOUT PLAN - SEGMENT K ENLARGEMENT
 L3.6



2 LAYOUT PLAN - SEGMENT L ENLARGEMENT
 L3.6

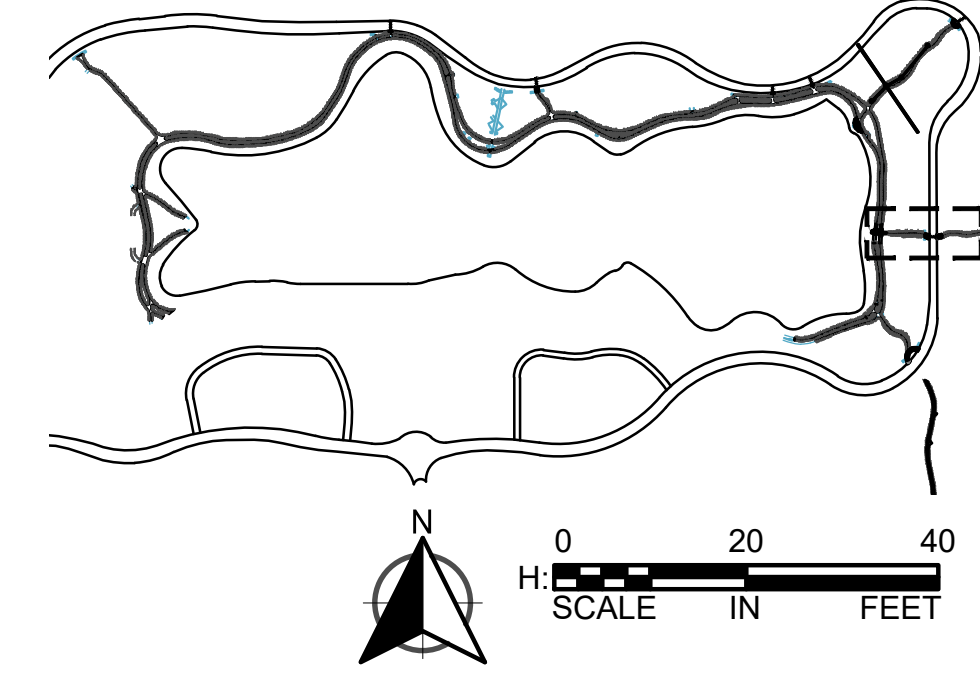
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1 LAYOUT PLAN - SEGMENT M ENLARGEMENT
L3.7

LOCATION



LEGEND

- CONSTRUCTION LIMITS
- ☁ EXISTING DECIDUOUS TREE
- ✳ EXISTING CONIFER TREE
- STATIONING
- ▨ TRAIL PAVEMENT - TYPE 1
- ▩ TRAIL PAVEMENT - TYPE 2
- ▧ TRAIL PAVEMENT - TYPE 3
- ▬ 6" THICK CONCRETE WALK
- ▭ CONCRETE WALK SPECIAL
- ▮ 5" THICK CONCRETE WALK
- TYPE I SEED MIX
- TYPE II SEED MIX

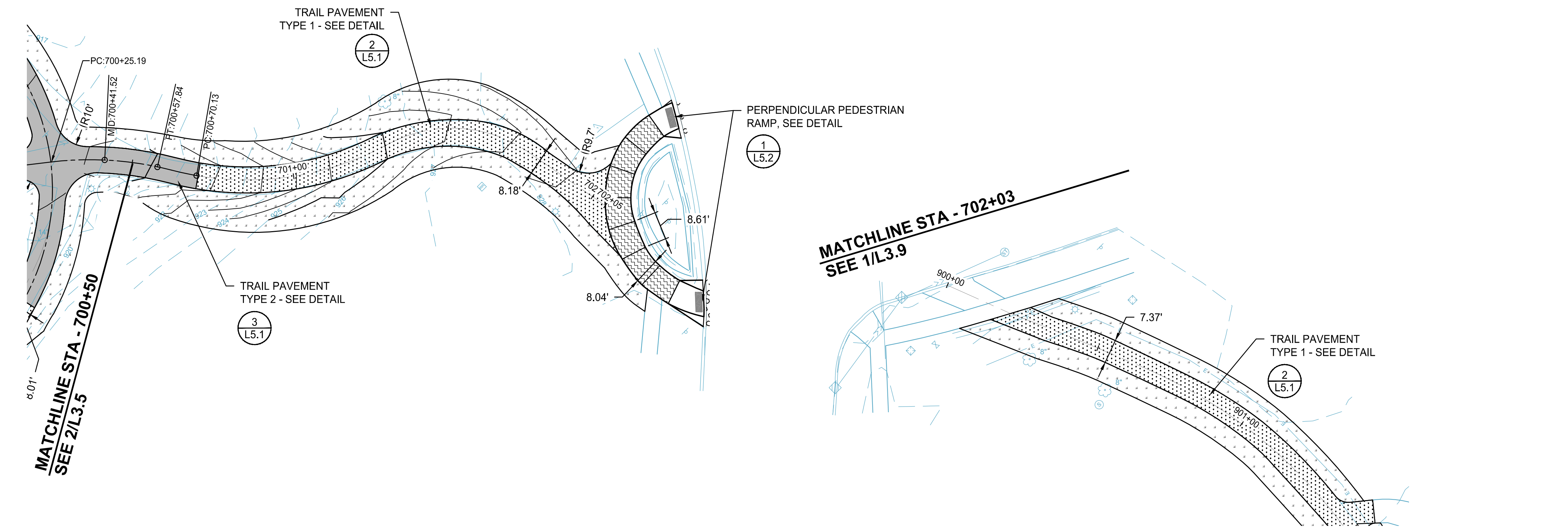
REVISIONS

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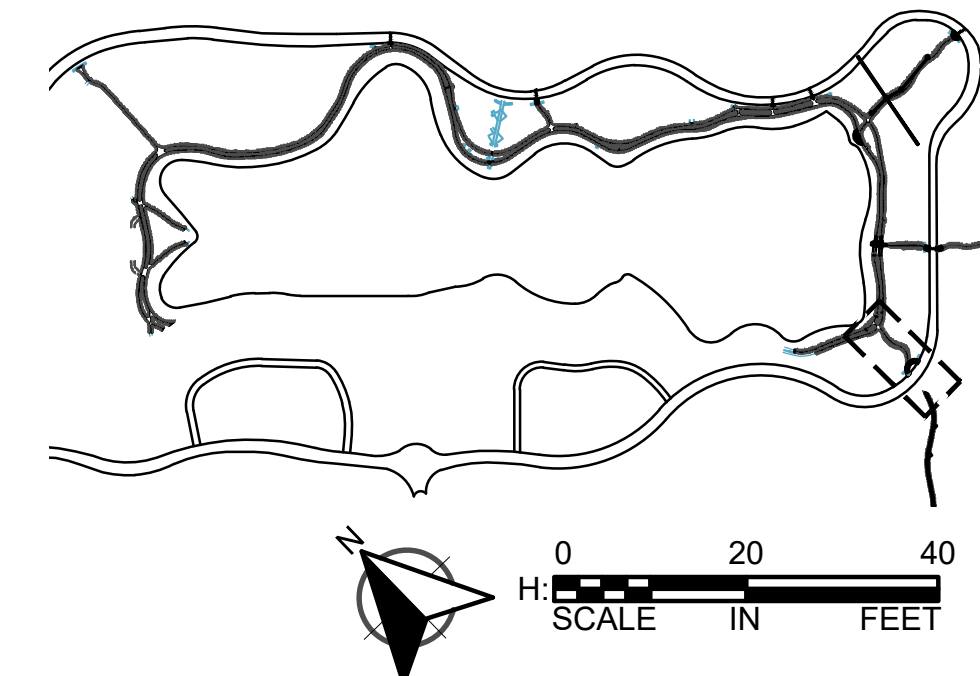
Jared C. Lee
JARED C. LEE
DATE: 01/06/2025 LIC. NO.: 44369

LAYOUT PLAN



2 LAYOUT PLAN - SEGMENT N ENLARGEMENT
L3.7

LOCATION



COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

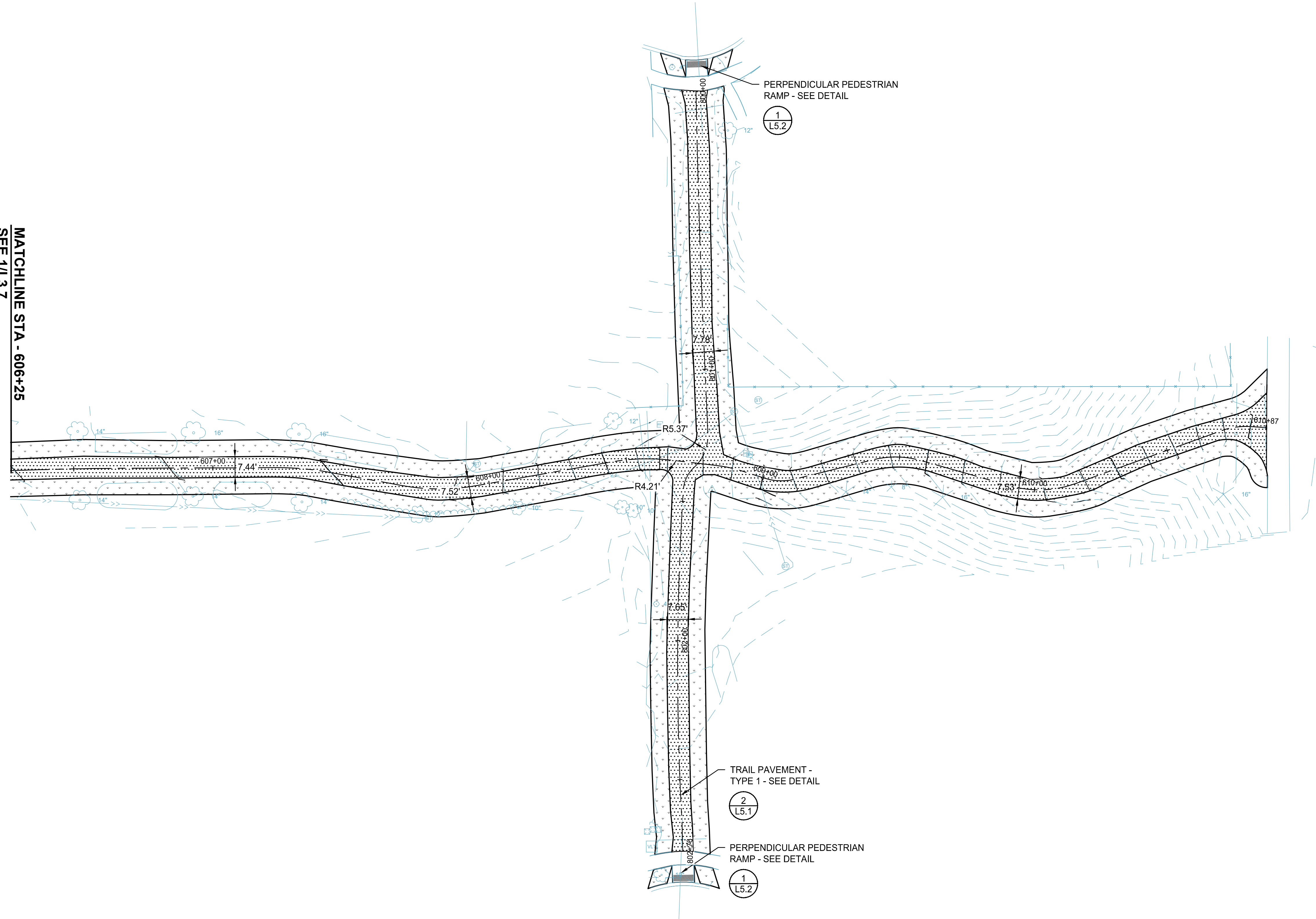
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2024-158

WSB PROJECT NO.
025608-000

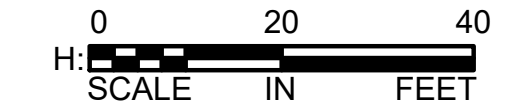
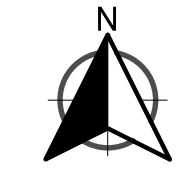
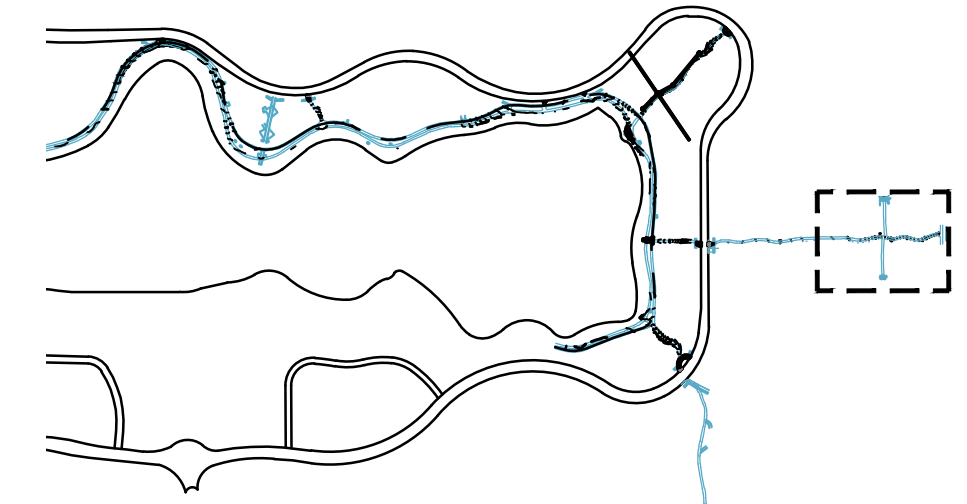
SHEET
L3.7

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MATCHLINE STA - 606+25
SEE 1/L3.7



LOCATION



LEGEND

- CONSTRUCTION LIMITS
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- STATIONING
- TRAIL PAVEMENT - TYPE 1
- TRAIL PAVEMENT - TYPE 2
- TRAIL PAVEMENT - TYPE 3
- 6" THICK CONCRETE WALK
- CONCRETE WALK SPECIAL
- 5" THICK CONCRETE WALK
- TYPE I SEED MIX
- TYPE II SEED MIX

REVISIONS

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Jared C. Lee
JARED C. LEE

DATE: 01/06/2025 LIC. NO.: 44369

LAYOUT PLAN

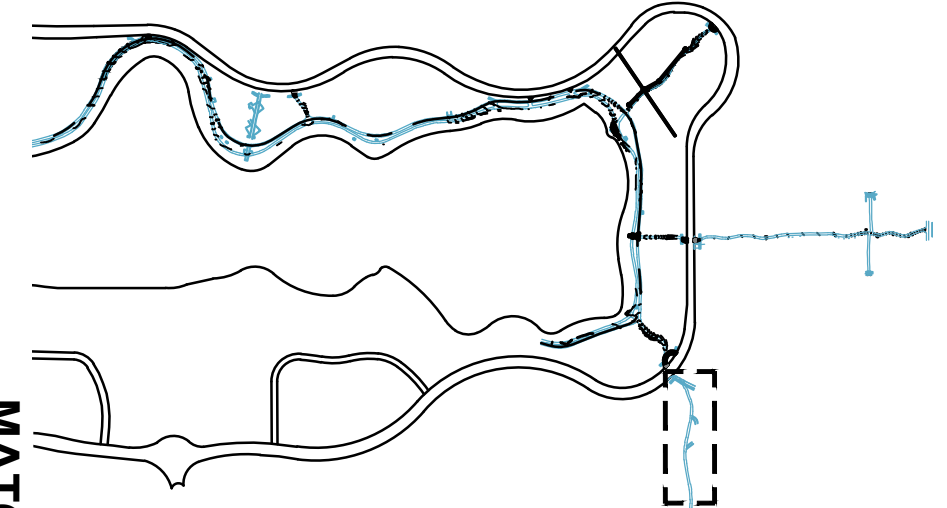
COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

CLIENT PROJECT NO.
2024-158

WSB PROJECT NO.
025608-000

SHEET
L3.8

LOCATION



LEGEND

- CONSTRUCTION LIMITS
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- STATIONING
- TRAIL PAVEMENT - TYPE 1
- TRAIL PAVEMENT - TYPE 2
- TRAIL PAVEMENT - TYPE 3
- 6" THICK CONCRETE WALK
- CONCRETE WALK SPECIAL
- 5" THICK CONCRETE WALK
- TYPE I SEED MIX
- TYPE II SEED MIX

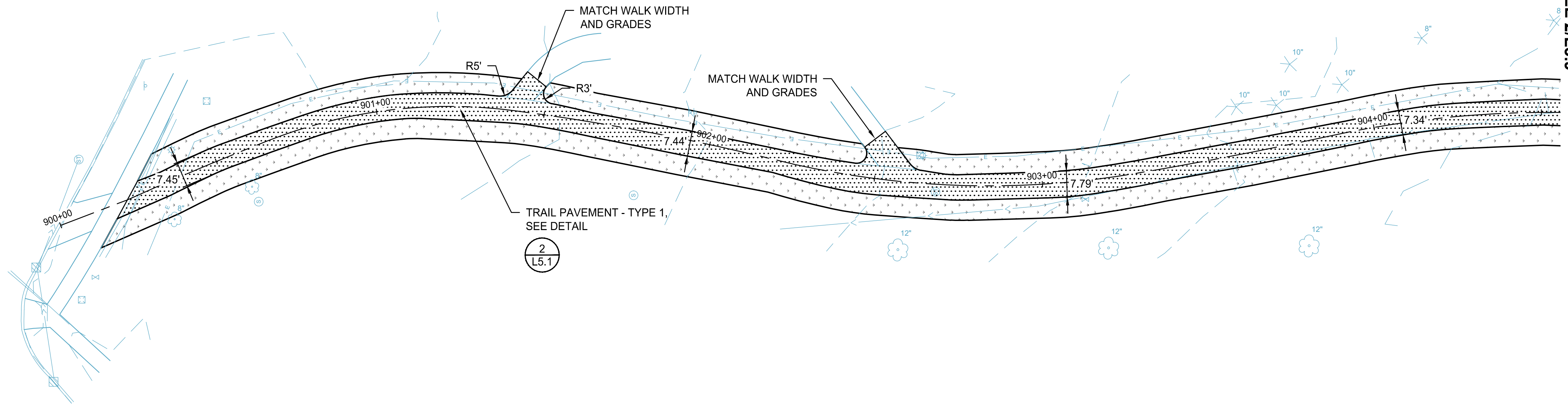
REVISIONS

NO.	DATE	DESCRIPTION

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Jared C. Lee
 JARED C. LEE
 DATE: 01/06/2025 LIC. NO.: 44369

MATCHLINE STA. - 702+03
 SEE 2/L3.7

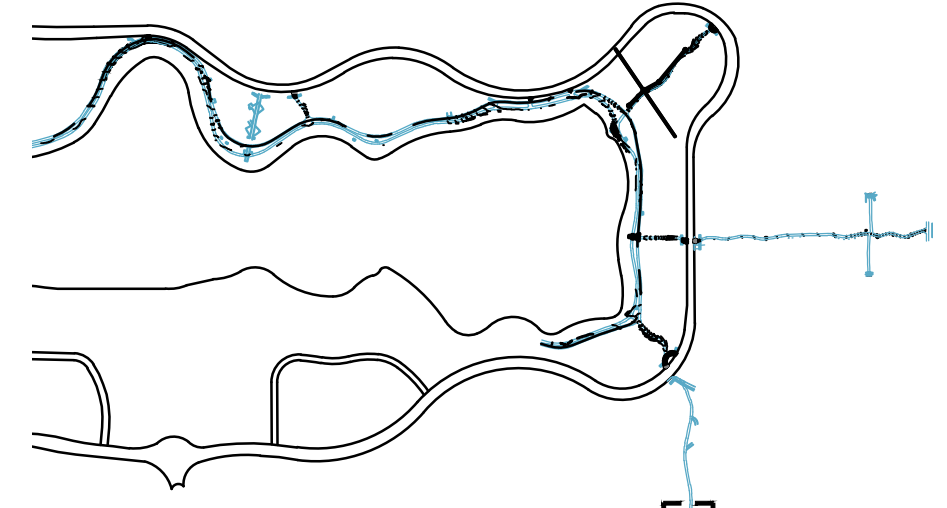


MATCHLINE STA. - 904+50
 SEE 2/L3.9

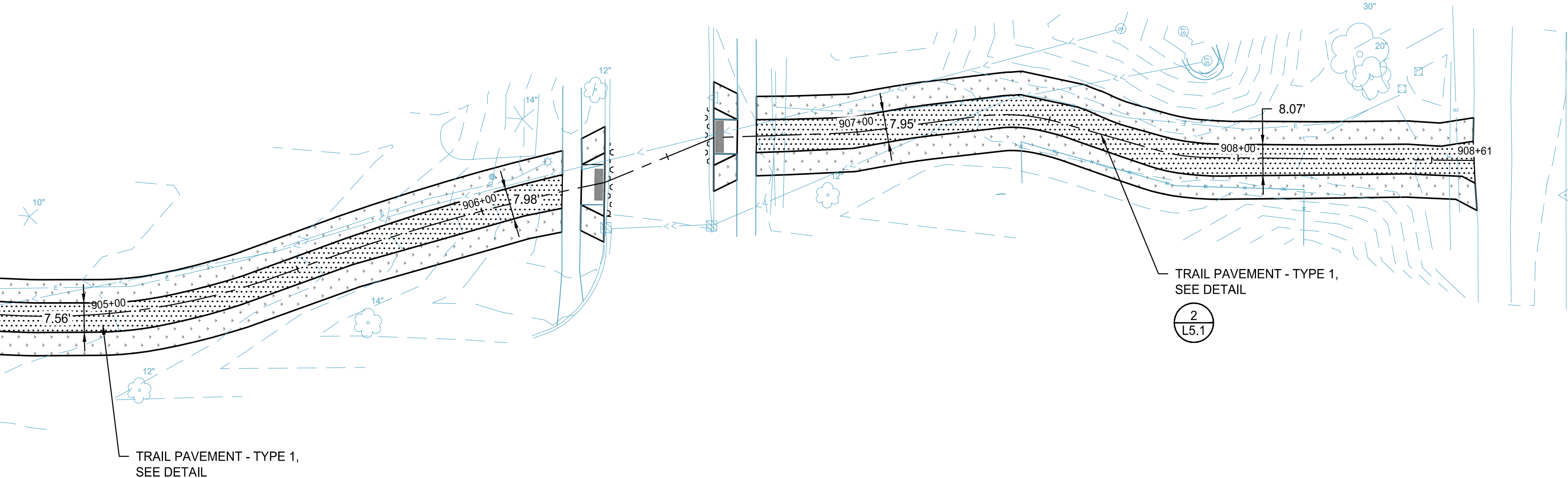
1 L3.9 LAYOUT PLAN - SEGMENT P ENLARGEMENT

LAYOUT PLAN

LOCATION



MATCHLINE STA. - 904+50
 SEE 1/L3.9



TRAIL PAVEMENT - TYPE 1, SEE DETAIL
 2 L5.1

TRAIL PAVEMENT - TYPE 1, SEE DETAIL
 2 L5.1

2 L3.9 LAYOUT PLAN - SEGMENT Q ENLARGEMENT

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

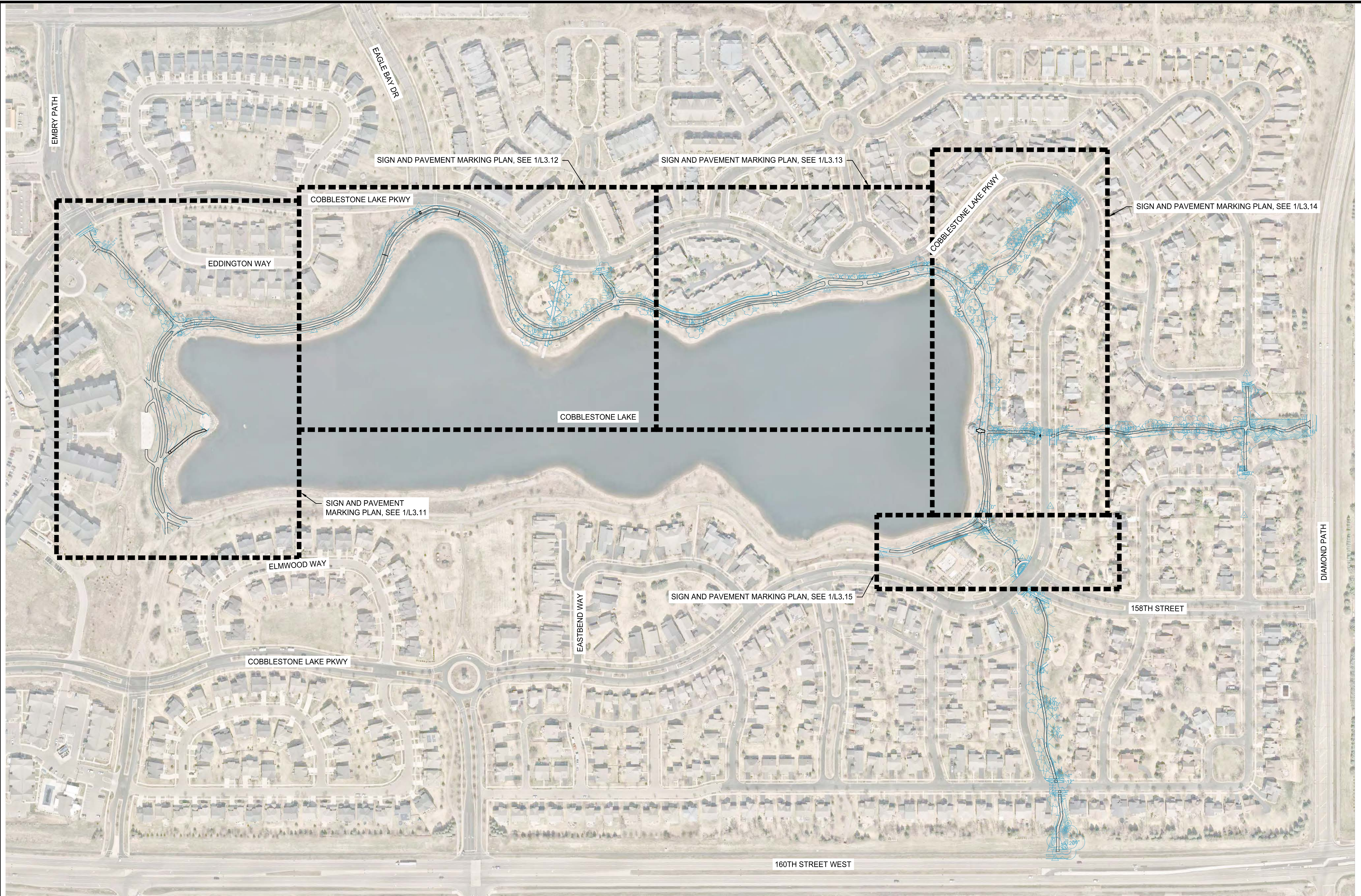
CLIENT PROJECT NO. 2024-158

WSB PROJECT NO. 025608-000

SHEET L3.9

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Jared C. Lee
 JARED C. LEE
 DATE: 01/06/2025 LIC. NO.: 44369

SIGN & PAVEMENT MARKING REFERENCE PLAN

**COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN**



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Jared C. Lee
 JARED C. LEE
 DATE: 01/06/2025 LIC. NO.: 44389

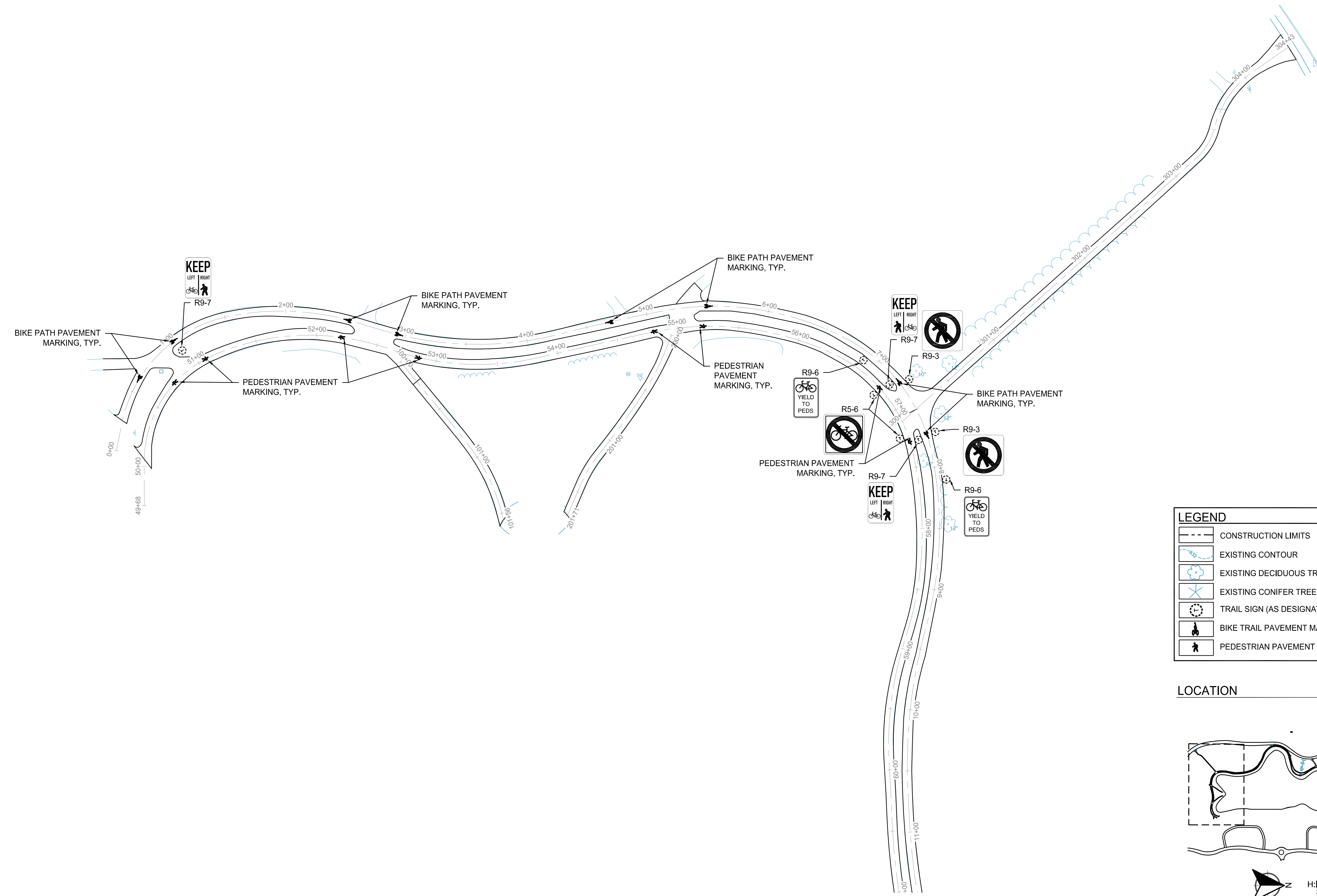
SIGN AND PAVEMENT MARKING PLAN

**COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN**

CLIENT PROJECT NO.
2024-158

WSB PROJECT NO.
025608-000

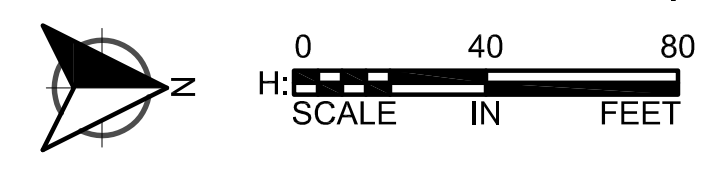
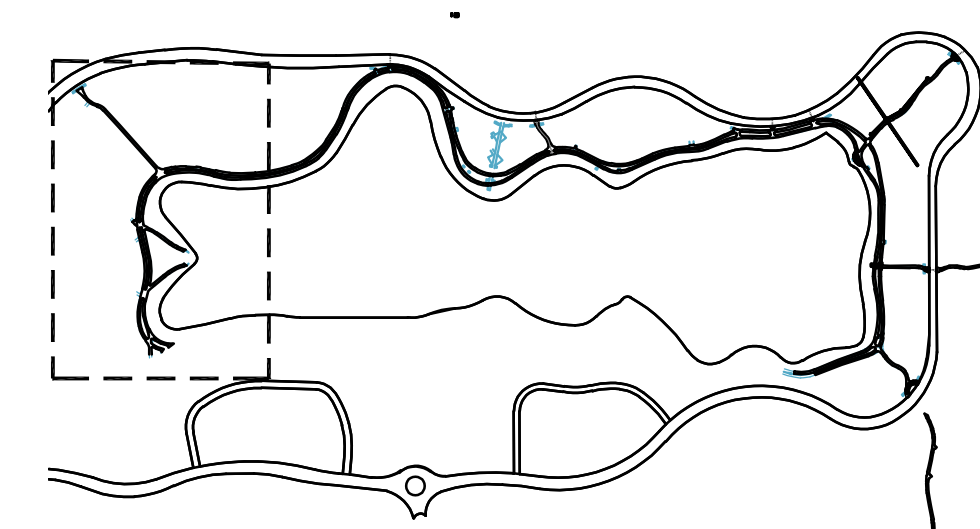
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L3.11



LEGEND

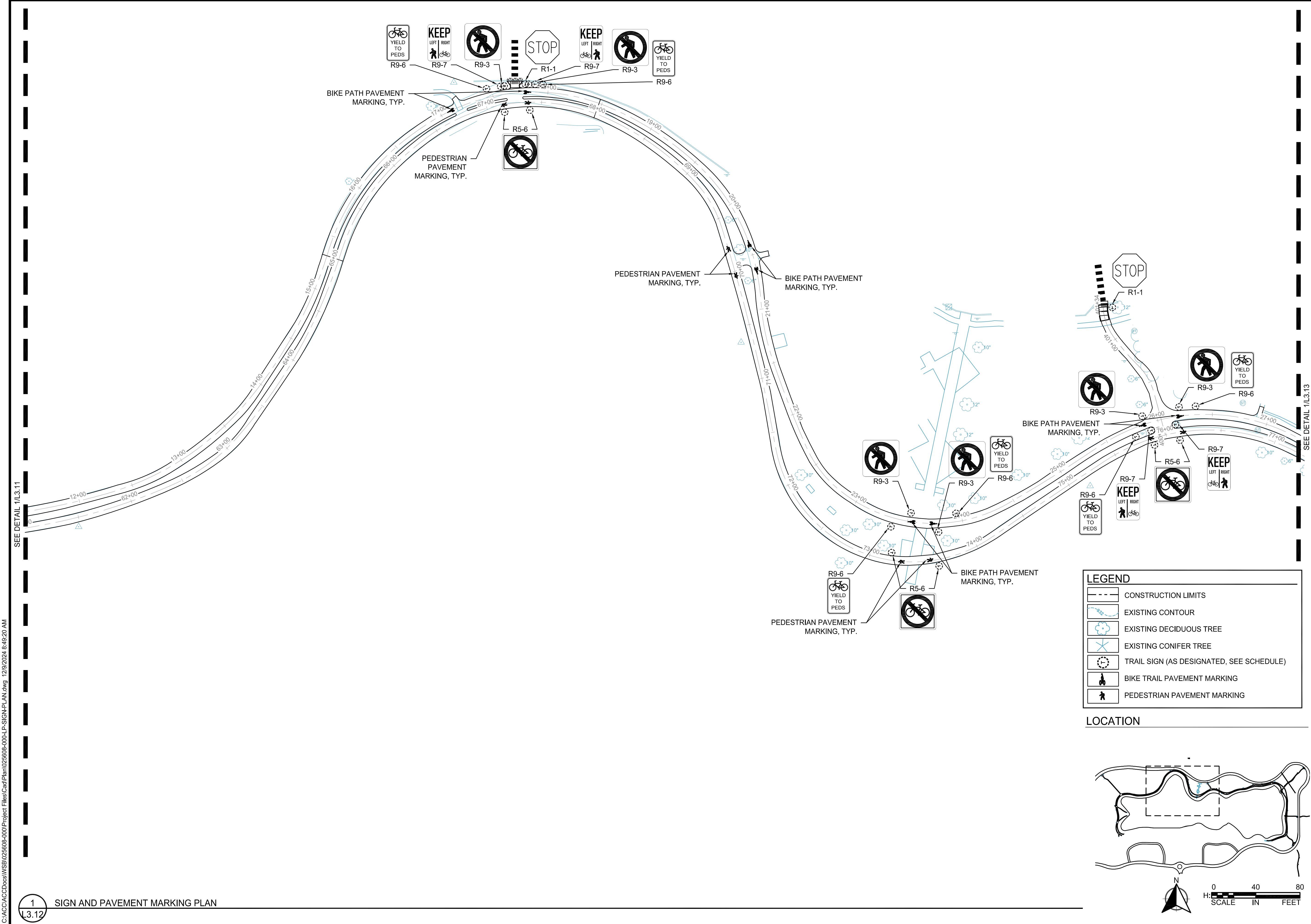
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	EXISTING CONTOUR
	EXISTING DECIDUOUS TREE
	EXISTING CONIFER TREE
	TRAIL SIGN (AS DESIGNATED, SEE SCHEDULE)
	BIKE TRAIL PAVEMENT MARKING
	PEDESTRIAN PAVEMENT MARKING

LOCATION



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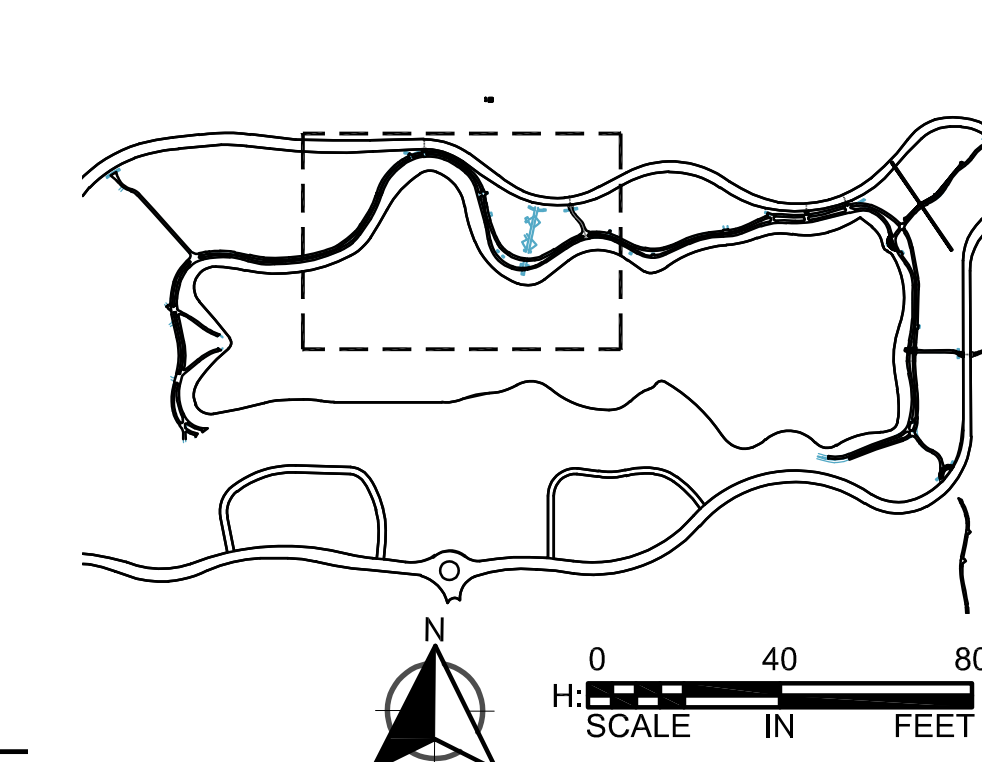
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LEGEND

- CONSTRUCTION LIMITS
- EXISTING CONTOUR
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- TRAIL SIGN (AS DESIGNATED, SEE SCHEDULE)
- BIKE TRAIL PAVEMENT MARKING
- PEDESTRIAN PAVEMENT MARKING

LOCATION



wsb Apple Valley

SCALE: AS SHOWN
PLAN BY: KMP

DESIGN BY: JL
CHECK BY: JA

REVISIONS	
NO.	DESCRIPTION

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 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Jared C. Lee
JARED C. LEE
DATE: 01/06/2025 LIC. NO.: 44369

SIGN AND PAVEMENT MARKING PLAN

**COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN**

CLIENT PROJECT NO.
2024-158

WSB PROJECT NO.
025608-000

SHEET
L3.12

NO.	DATE	DESCRIPTION

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 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Jared C. Lee
 JARED C. LEE
 DATE: 01/06/2025 LIC. NO.: 44369

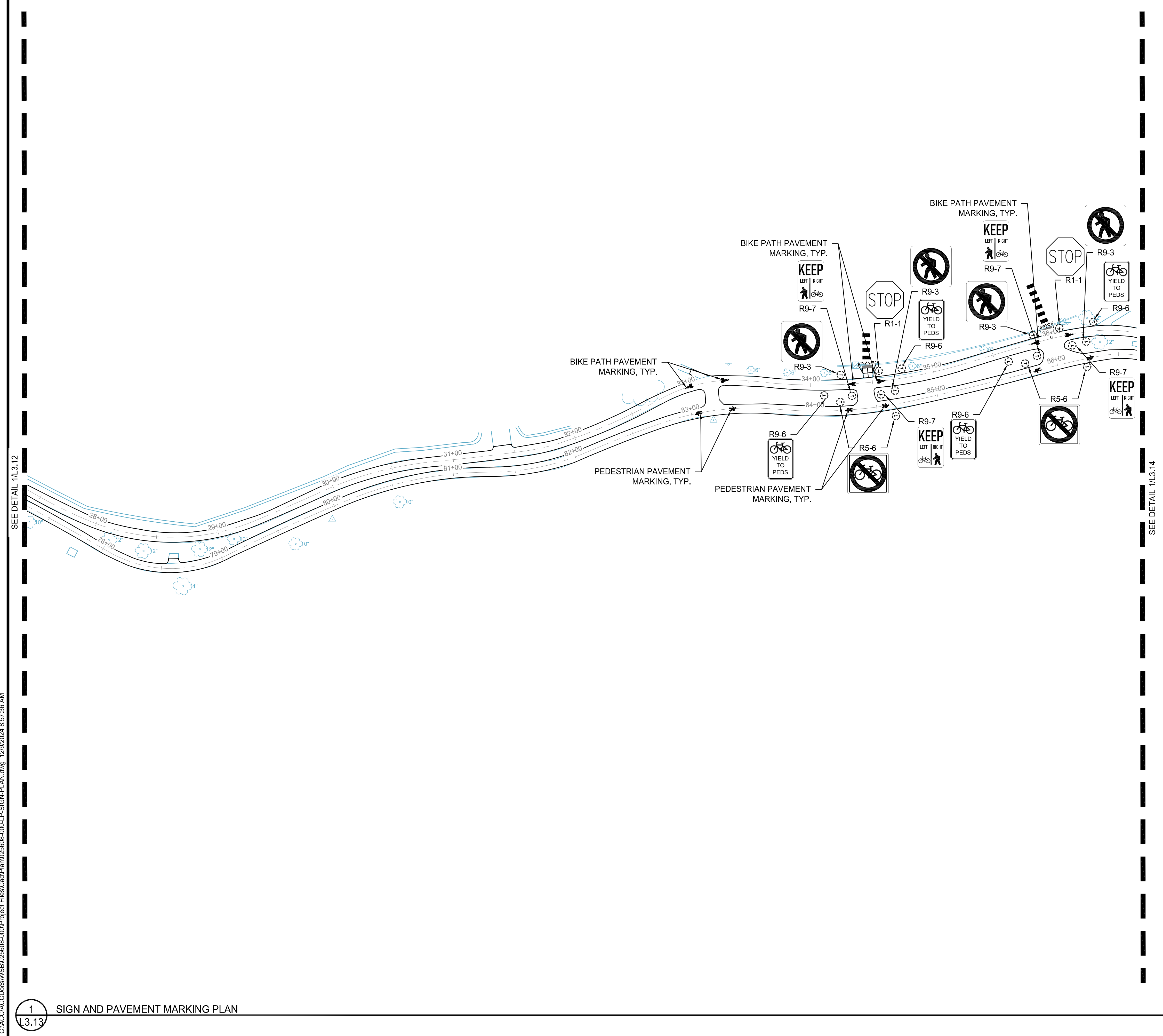
SIGN AND PAVEMENT MARKING PLAN

**COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN**

CLIENT PROJECT NO.
2024-158

WSB PROJECT NO.
025608-000

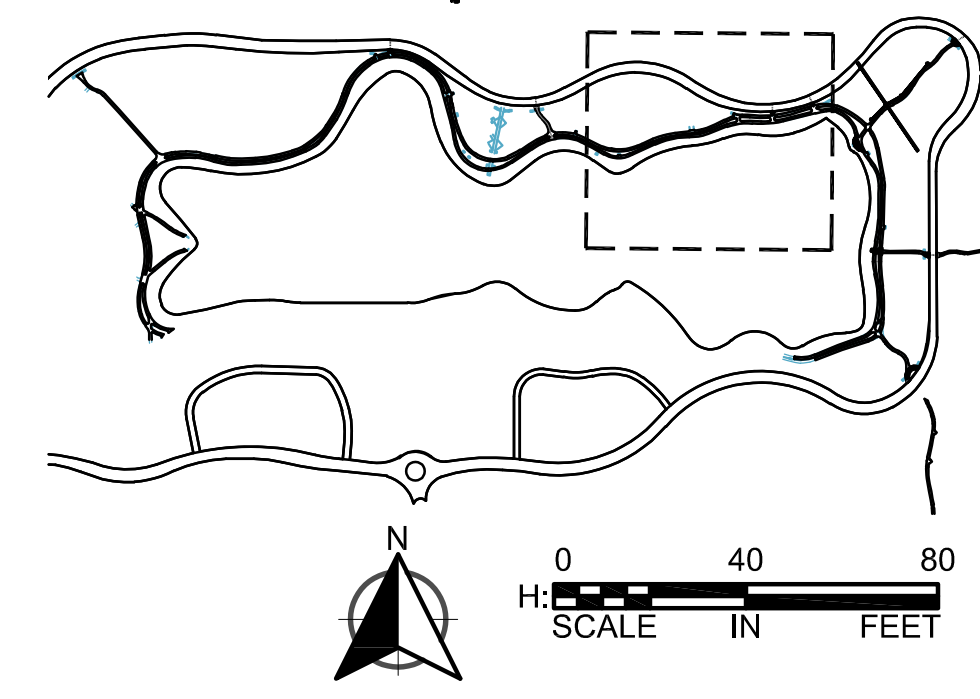
SHEET
L3.13



LEGEND

	CONSTRUCTION LIMITS
	EXISTING CONTOUR
	EXISTING DECIDUOUS TREE
	EXISTING CONIFER TREE
	TRAIL SIGN (AS DESIGNATED, SEE SCHEDULE)
	BIKE TRAIL PAVEMENT MARKING
	PEDESTRIAN PAVEMENT MARKING

LOCATION



SEE DETAIL 1/L3.12

SEE DETAIL 1/L3.14

NO.	DATE	DESCRIPTION

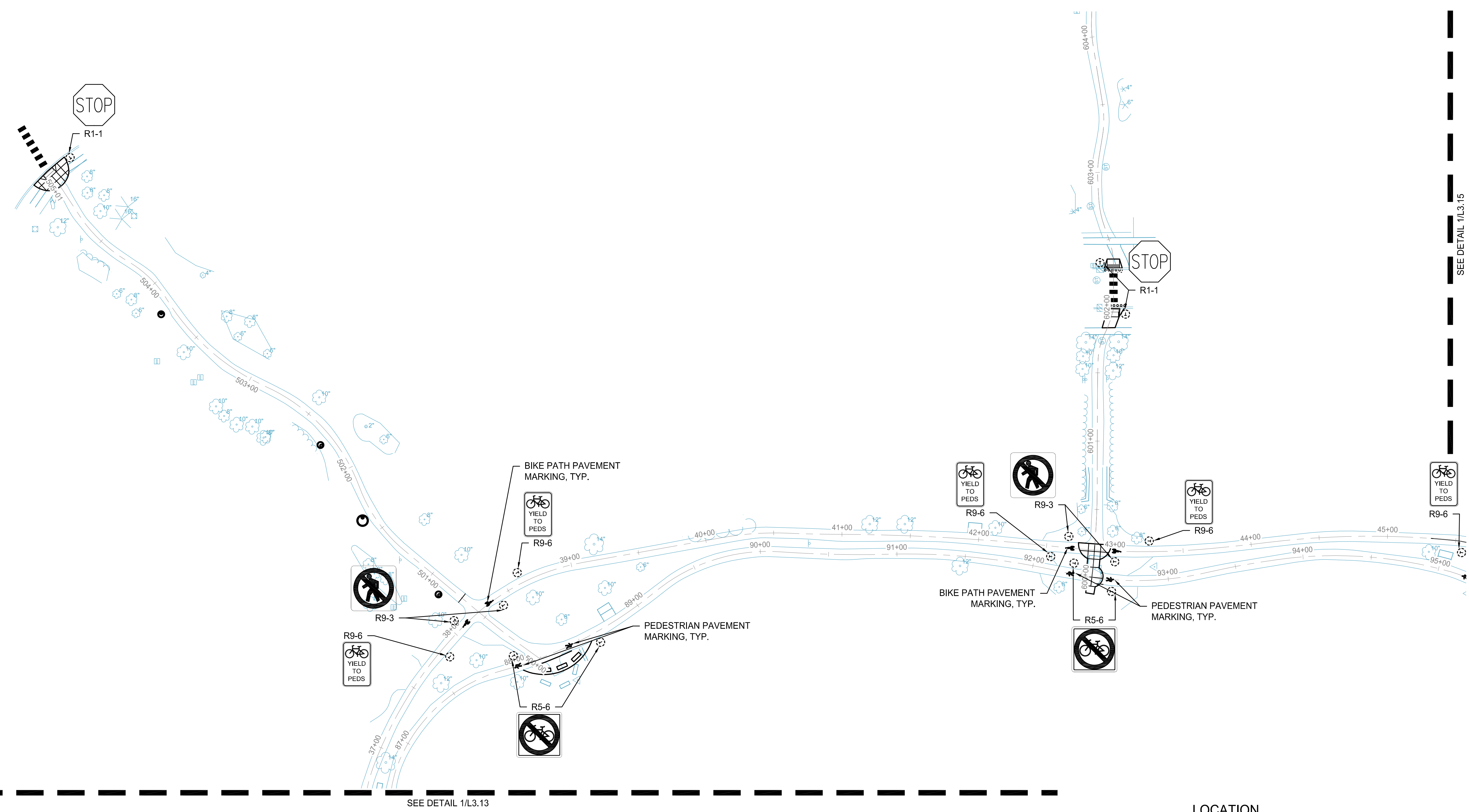
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Jared C. Lee
 JARED C. LEE
 DATE: 01/06/2025 LIC. NO.: 44369

SIGN AND PAVEMENT MARKING PLAN

**COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN**

CLIENT PROJECT NO. 2024-158
 WSB PROJECT NO. 025608-000
 SHEET L3.14



LEGEND

- CONSTRUCTION LIMITS
- ~ EXISTING CONTOUR
- ☀ EXISTING DECIDUOUS TREE
- ☀ EXISTING CONIFER TREE
- ⊙ TRAIL SIGN (AS DESIGNATED, SEE SCHEDULE)
- 🚲 BIKE TRAIL PAVEMENT MARKING
- 🚶 PEDESTRIAN PAVEMENT MARKING

LOCATION

0 40 80
 H: SCALE IN FEET

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NO.	DATE	DESCRIPTION

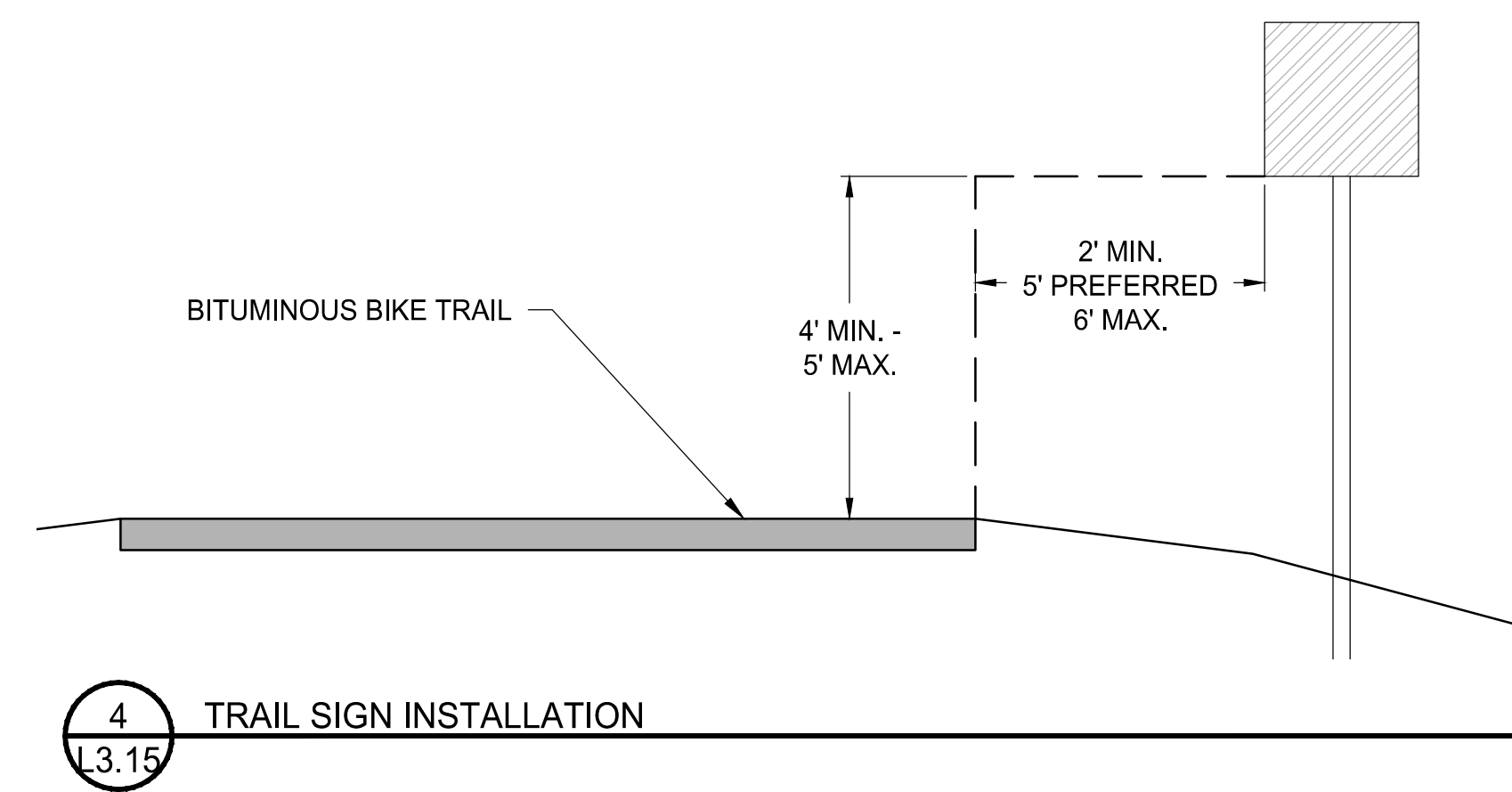
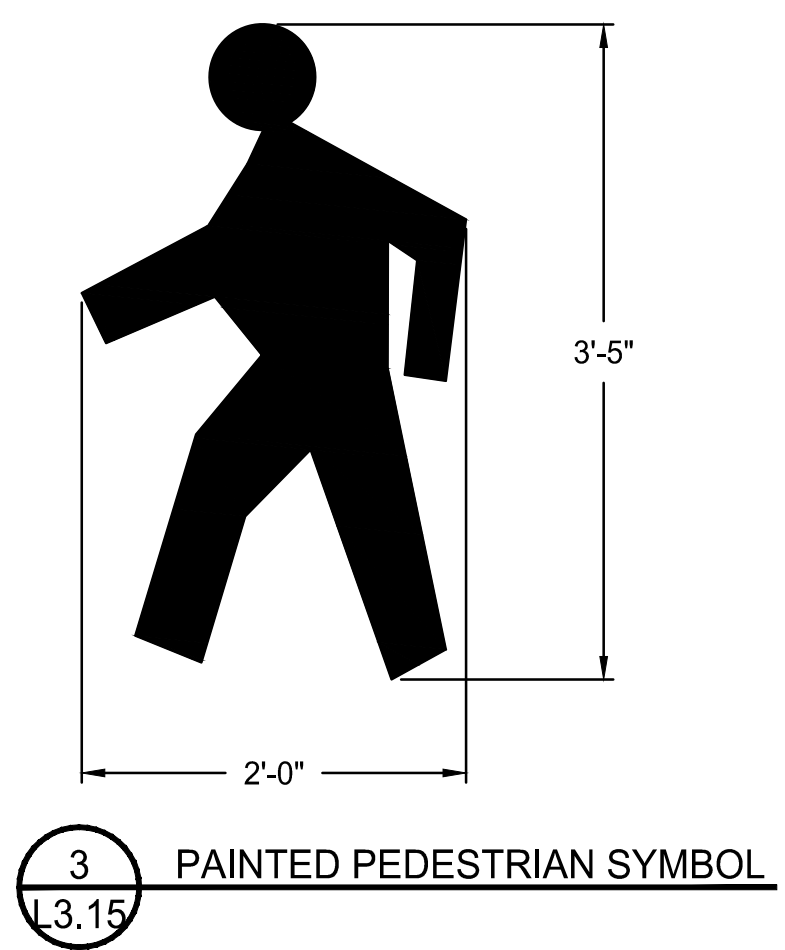
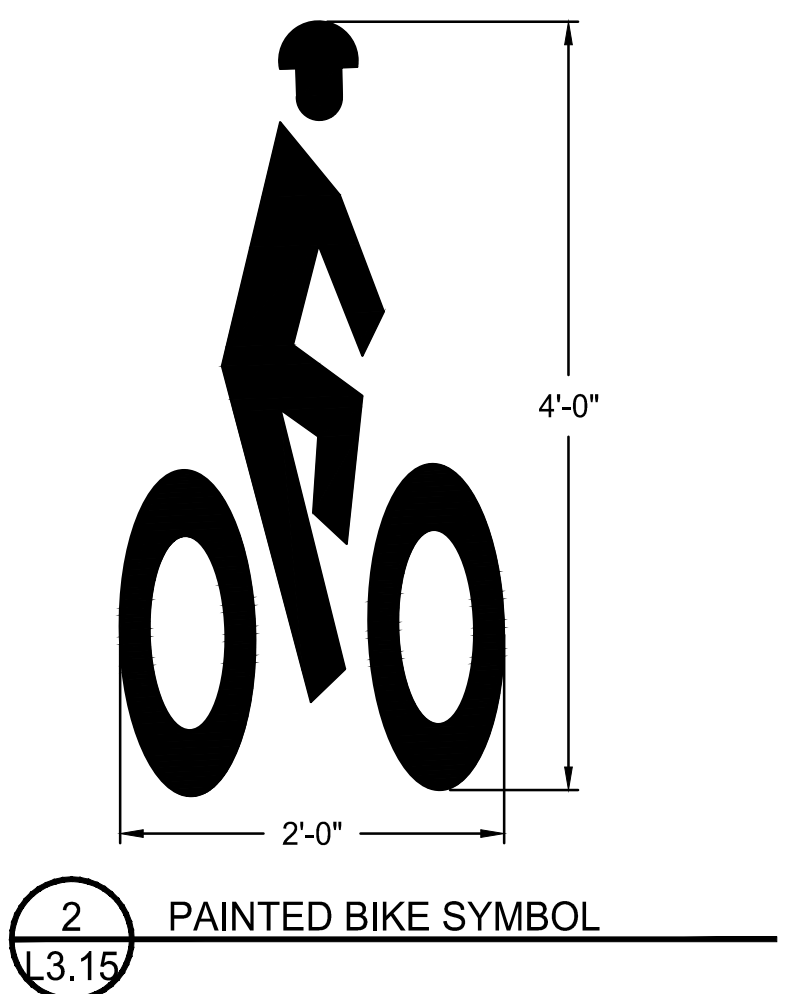
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Jared C. Lee
 JARED C. LEE
 DATE: 01/06/2025 LIC. NO.: 44369

SIGN AND PAVEMENT MARKING PLAN

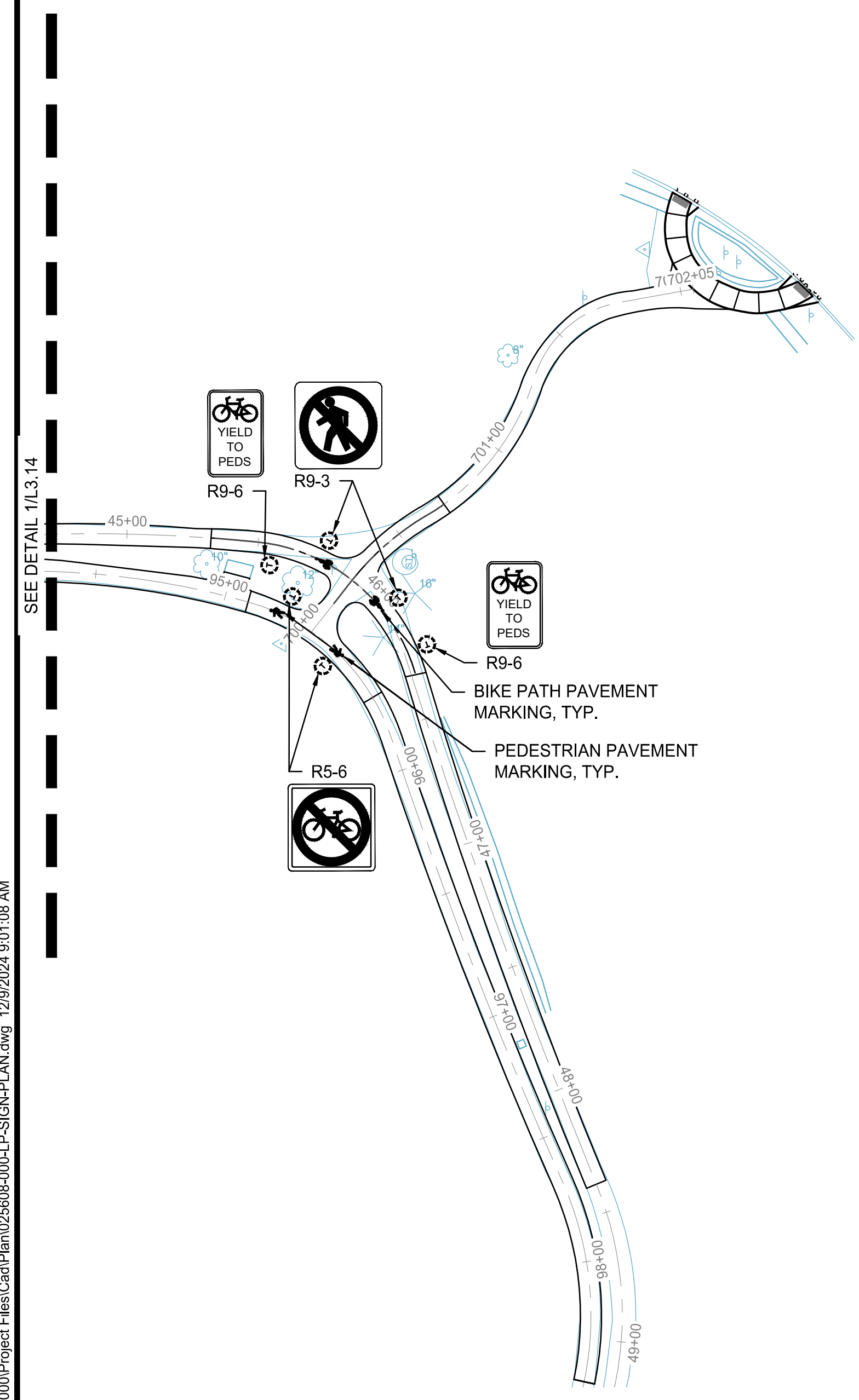
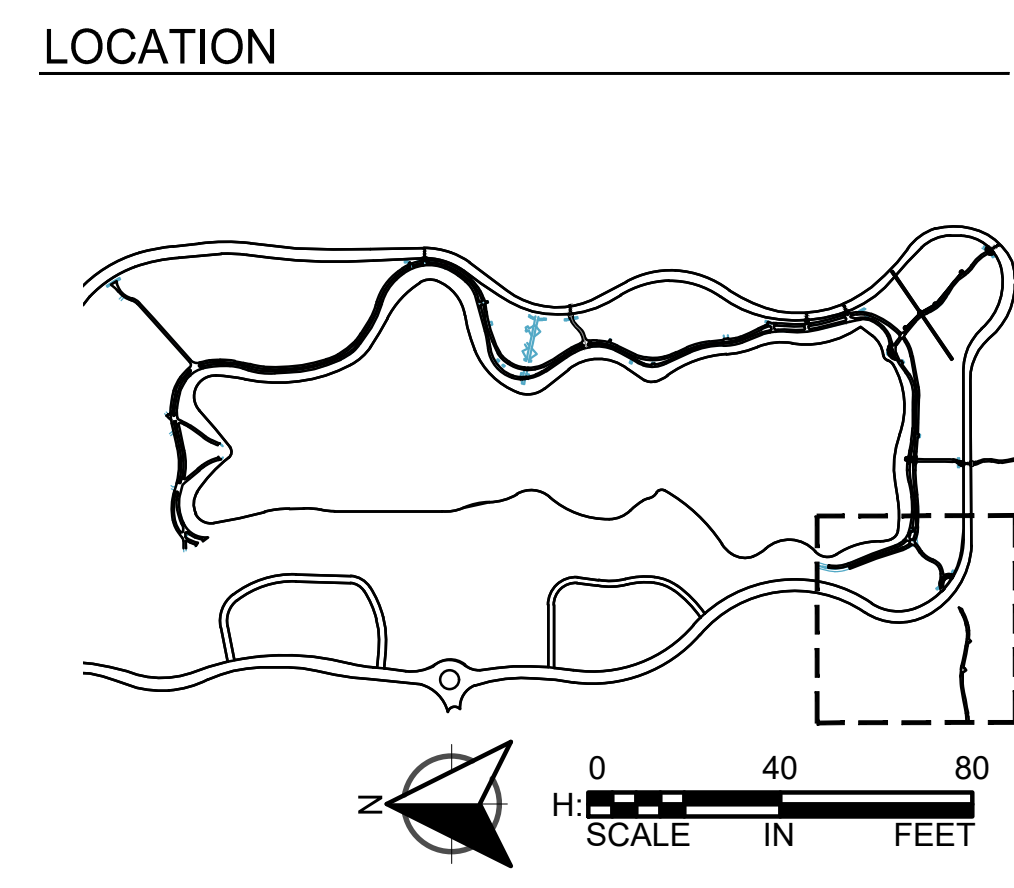
**COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN**

PANEL SYMBOL	TRAIL SIGN TYPE	COLOR	MN MUTCD CODE	SIZE	QUANTITY	POST TYPE
	STOP	WHITE ON RED	R1-1	18 X 18	6	U-CHANNEL
	NO BICYCLES	BLACK & RED ON WHITE	R5-6	18 X 18	18	U-CHANNEL
	NO PEDESTRIANS	BLACK & RED ON WHITE	R9-3	18 X 18	18	U-CHANNEL
	BIKES YIELD TO PEDS	BLACK ON WHITE	R9-6	12 X 18	18	U-CHANNEL
	SHARED-USE PATH RESTRICTIONS	BLACK ON WHITE	R9-7	12 X 18	6	U-CHANNEL
	SHARED-USE PATH RESTRICTIONS	BLACK ON WHITE	R9-7	12 X 18	5	U-CHANNEL
					TOTALS	71



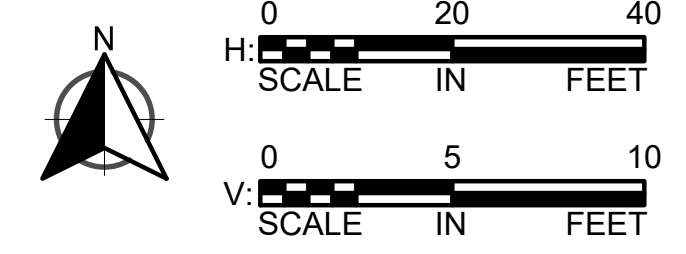
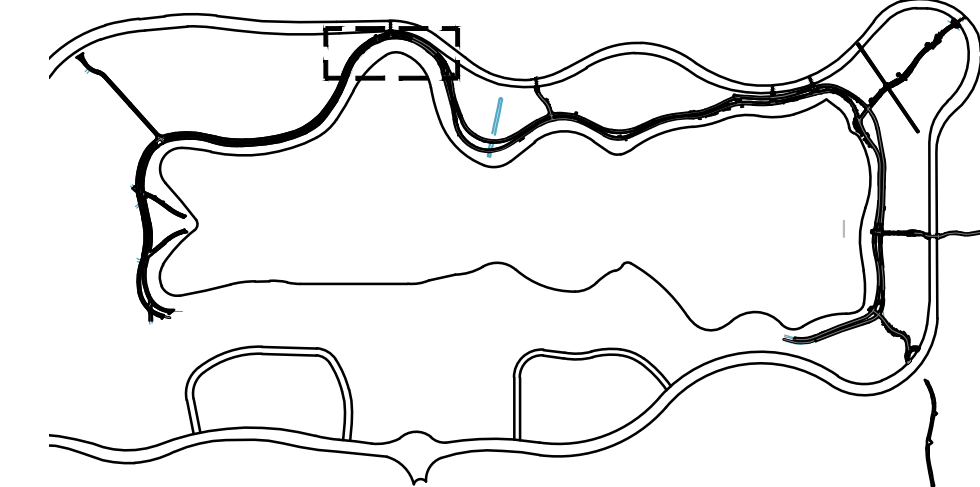
LEGEND

- CONSTRUCTION LIMITS
- ~ EXISTING CONTOUR
- ⊗ EXISTING DECIDUOUS TREE
- ⊗ EXISTING CONIFER TREE
- ⊙ TRAIL SIGN (AS DESIGNATED, SEE SCHEDULE)
- ⊙ BIKE TRAIL PAVEMENT MARKING
- ⊙ PEDESTRIAN PAVEMENT MARKING



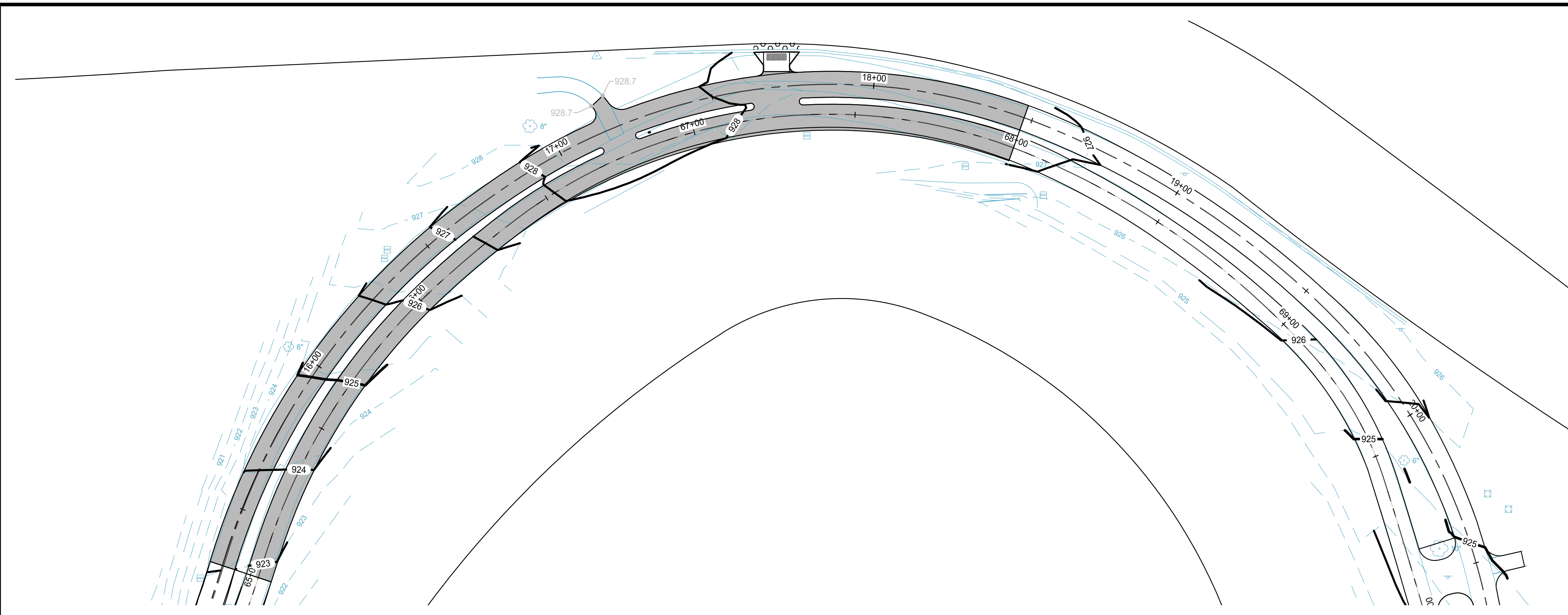
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LOCATION

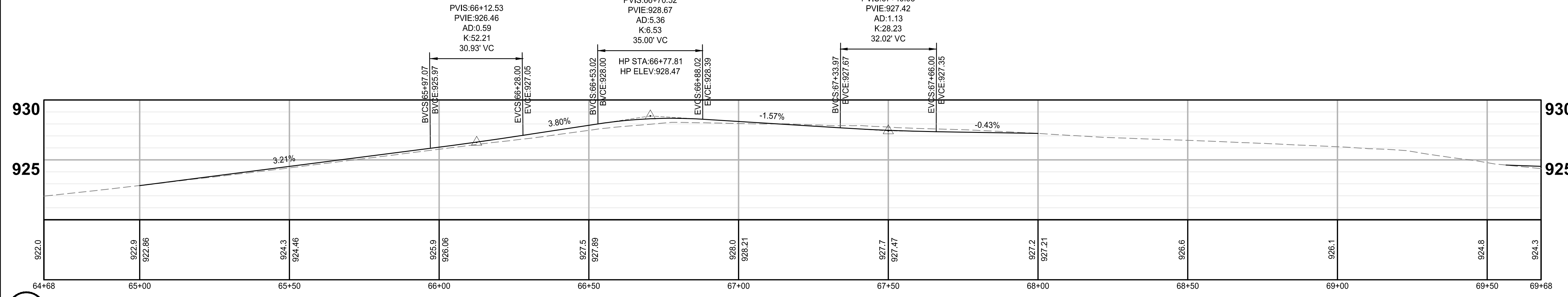
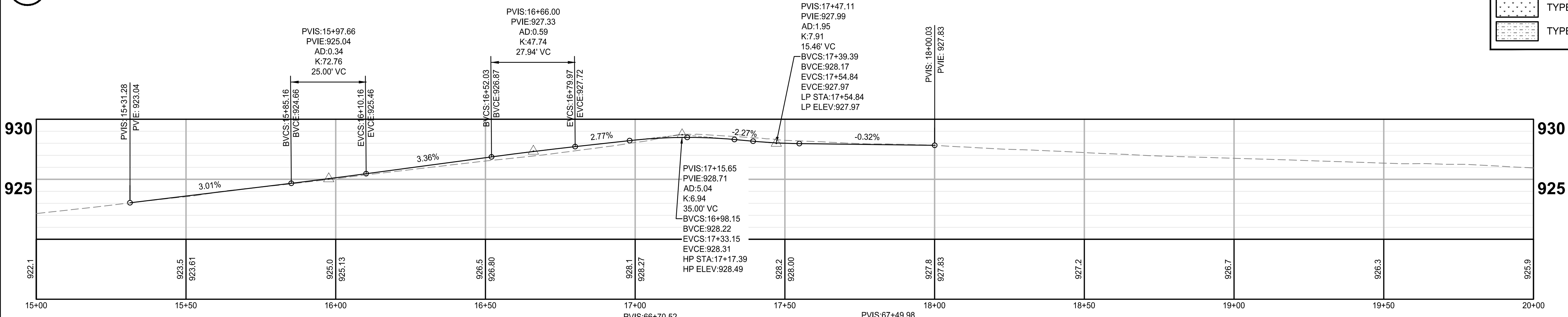


LEGEND

- CONSTRUCTION LIMITS
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- STATIONING
- TRAIL PAVEMENT - TYPE 1
- TRAIL PAVEMENT - TYPE 2
- TRAIL PAVEMENT - TYPE 3
- 6" THICK CONCRETE WALK
- CONCRETE WALK SPECIAL
- 5" THICK CONCRETE WALK
- TYPE I SEED MIX
- TYPE II SEED MIX



1 GRADING PLAN - SEGMENT D
L4.1



2 PROFILES - SEGMENT D
L4.1

REVISIONS

NO.	DATE	DESCRIPTION

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William Alms
 WILLIAM ALMS
 DATE: 01/06/2025 LIC. NO.: XXXXX

PLAN AND PROFILE - SEGMENT D

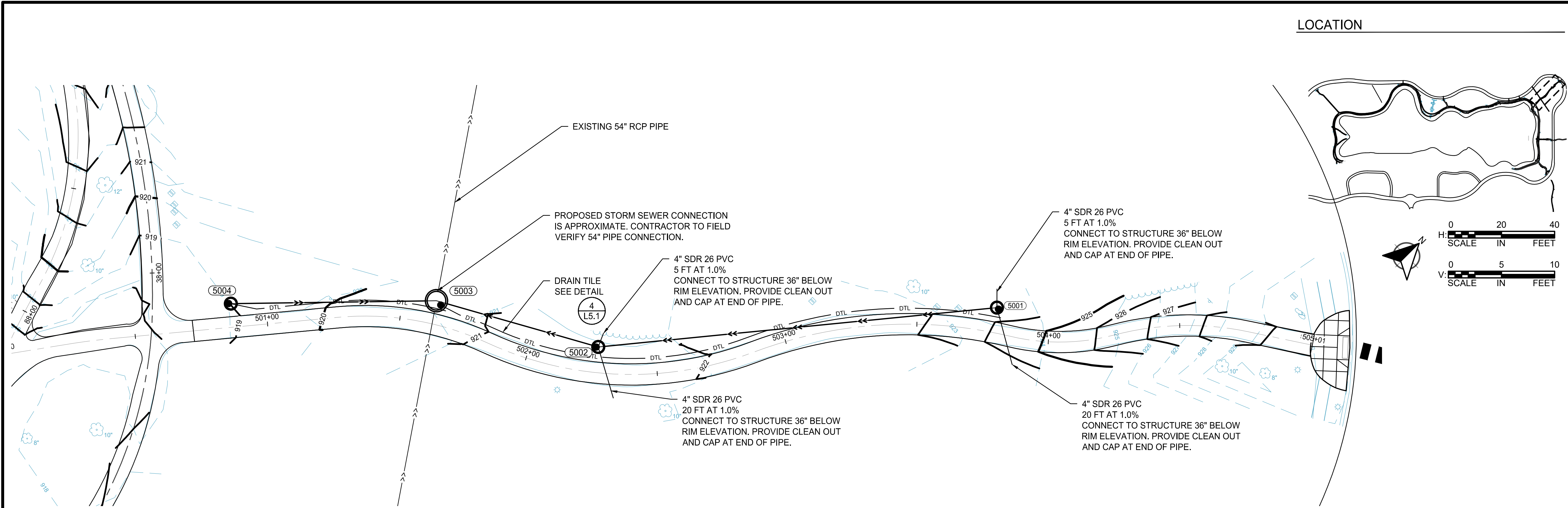
COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

CLIENT PROJECT NO.
2024-158

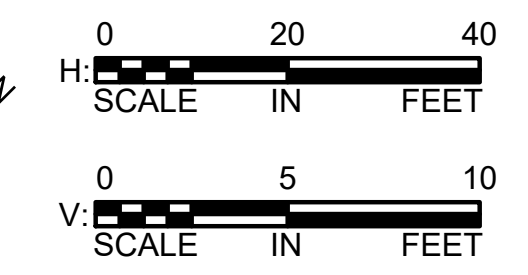
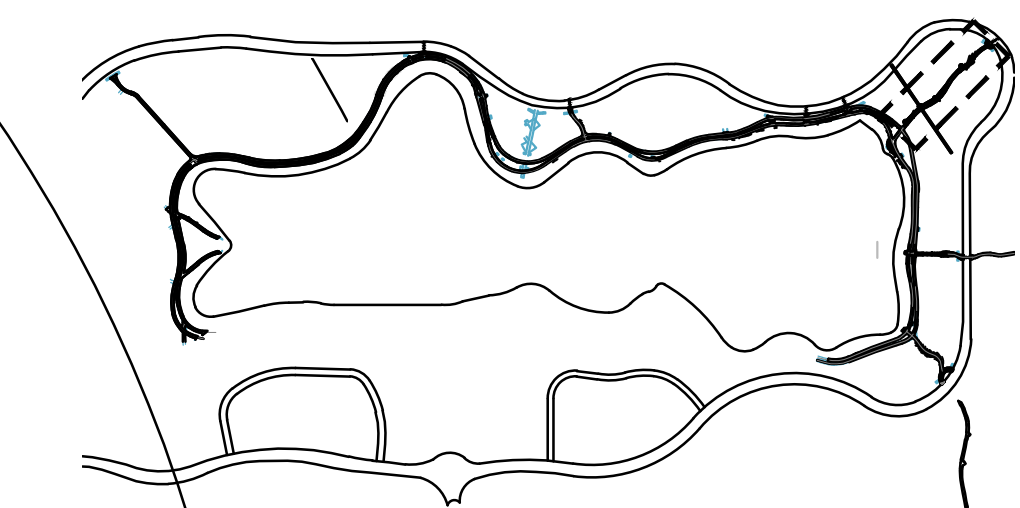
WSB PROJECT NO.
025608-000

SHEET
L4.1

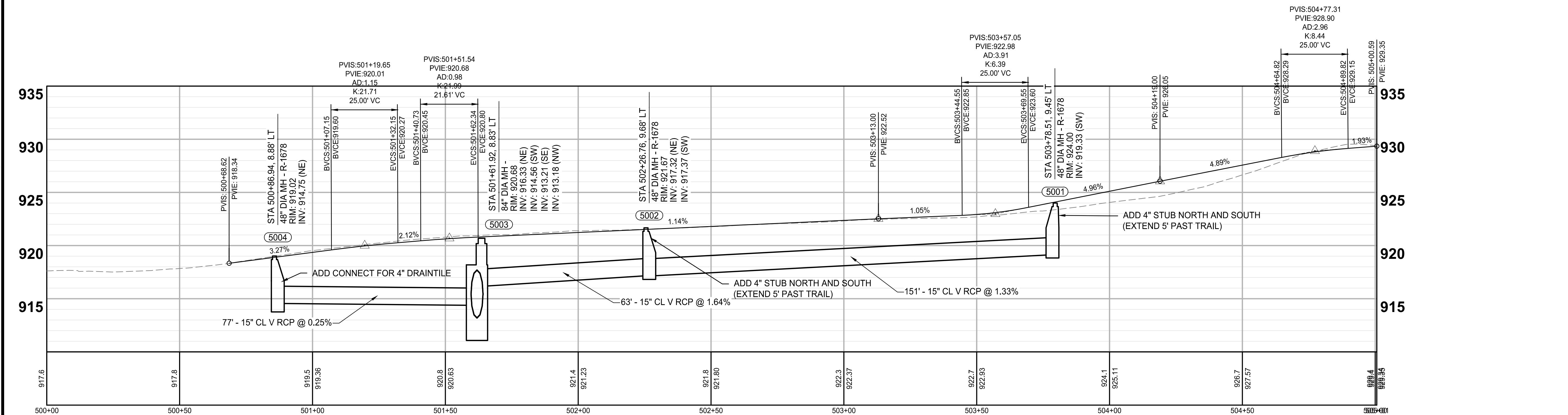
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LOCATION



1 GRADING PLAN - SEGMENT L
L4.2



2 PROFILE PLAN - SEGMENT L
L4.2

SCALE: AS SHOWN
DESIGN BY: JL
PLAN BY: JL
CHECK BY: BA

NO.	DATE	DESCRIPTION

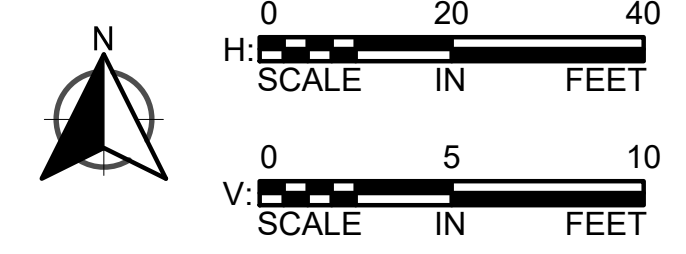
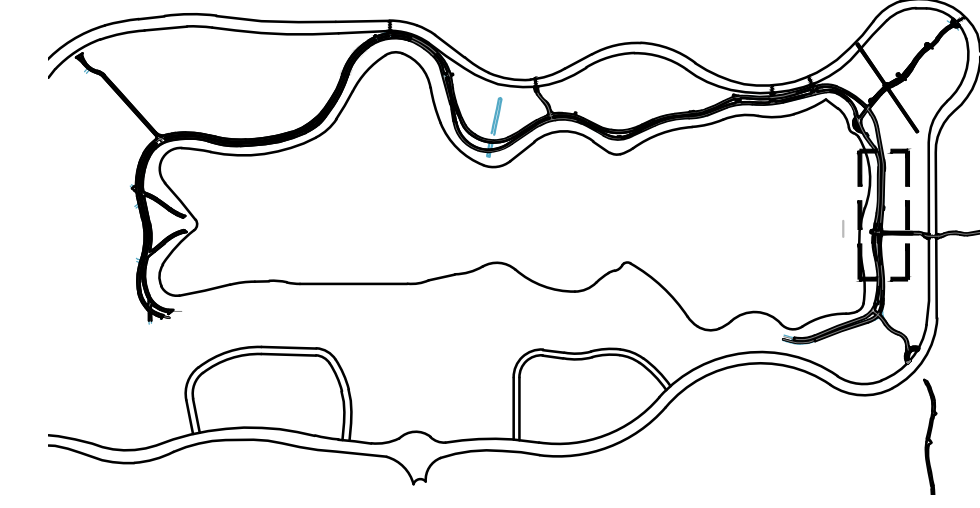
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William Alms
WILLIAM ALMS
DATE: 01/06/2025 LIC. NO.: XXXXX

PLAN AND PROFILE - SEGMENT L

COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

LOCATION



LEGEND

- CONSTRUCTION LIMITS
- EXISTING DECIDUOUS TREE
- EXISTING CONIFER TREE
- STATIONING
- TRAIL PAVEMENT - TYPE 1
- TRAIL PAVEMENT - TYPE 2
- TRAIL PAVEMENT - TYPE 3
- 6" THICK CONCRETE WALK
- CONCRETE WALK SPECIAL
- 5" THICK CONCRETE WALK
- TYPE I SEED MIX
- TYPE II SEED MIX

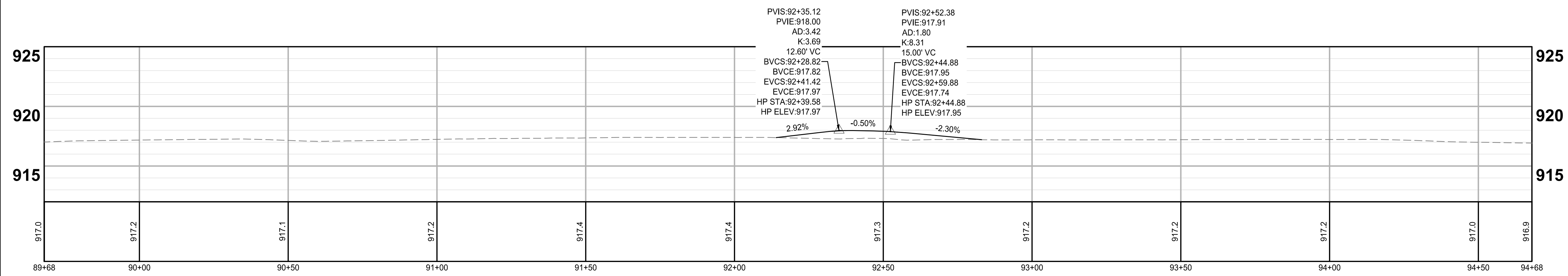
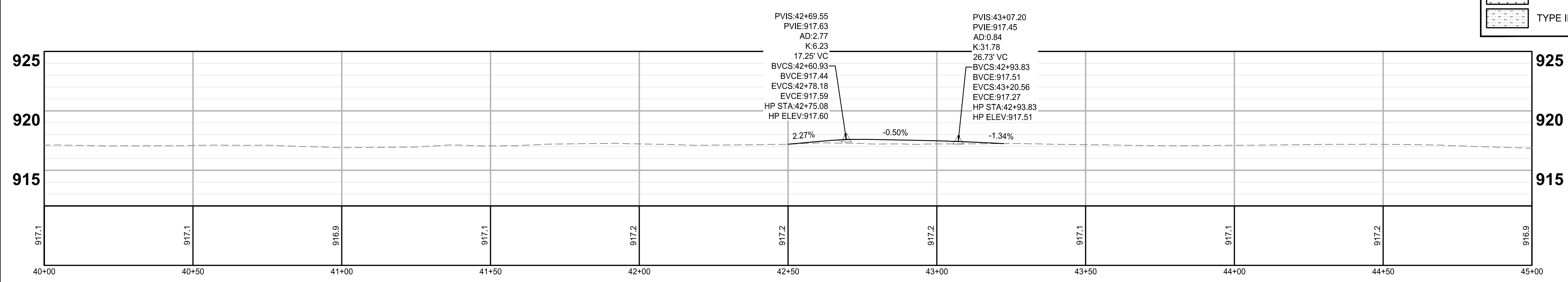
REVISIONS

NO.	DATE	DESCRIPTION

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William Alms
 WILLIAM ALMS
 DATE: 01/06/2025 LIC. NO.: XXXXX

1 GRADING PLAN - SEGMENT I
 L4.3



2 PROFILES - SEGMENT I
 L4.3

PLAN AND PROFILE - SEGMENT I

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

CLIENT PROJECT NO. 2024-158

WSB PROJECT NO. 025608-000

SHEET L4.3

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SCALE: AS SHOWN
 DESIGN BY: JL
 PLAN BY: JL
 CHECK BY: JA

REVISIONS	
NO.	DESCRIPTION

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Jared C. Lee
 Jared C. Lee, PLA
 DATE: 01/06/2025 LIC. NO.: 44369

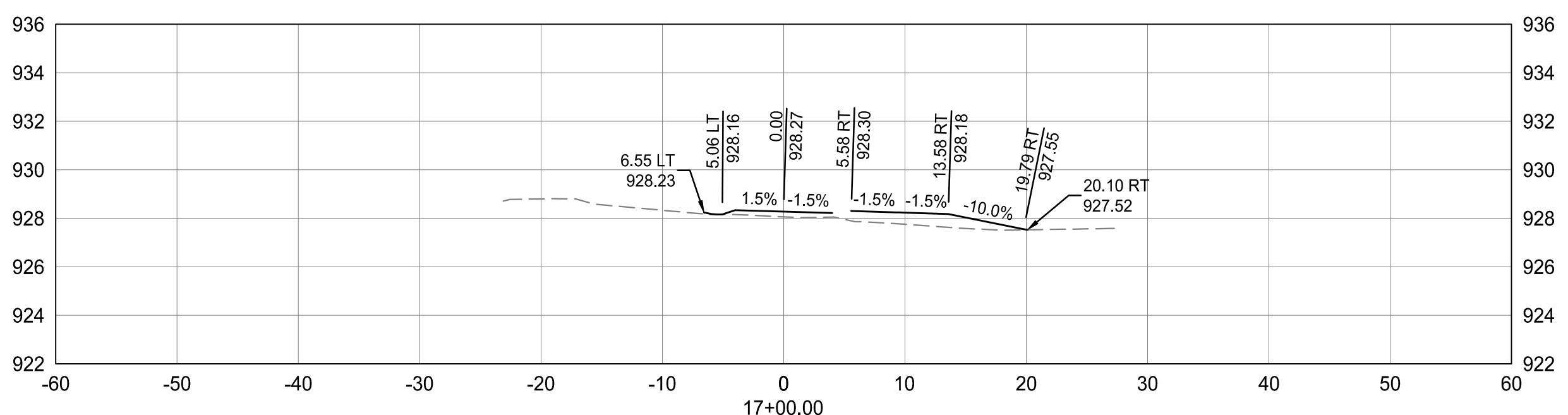
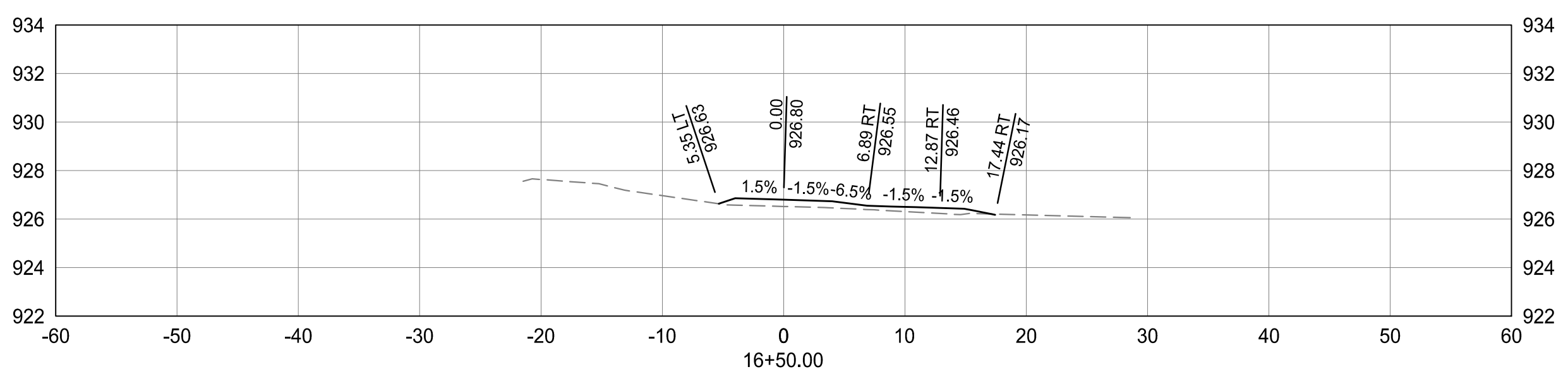
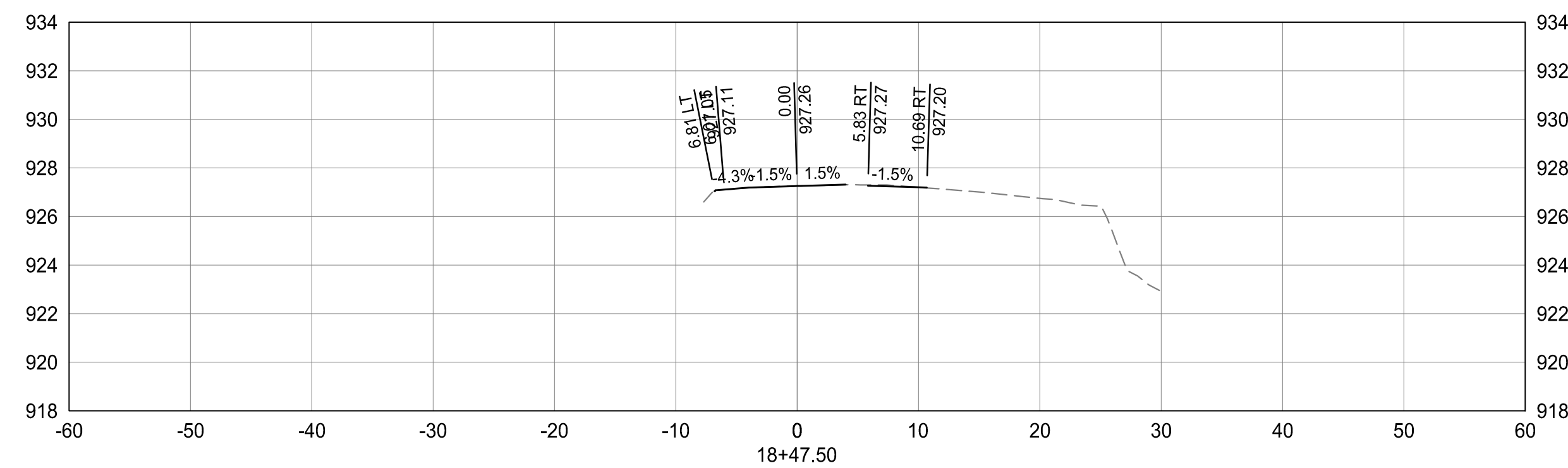
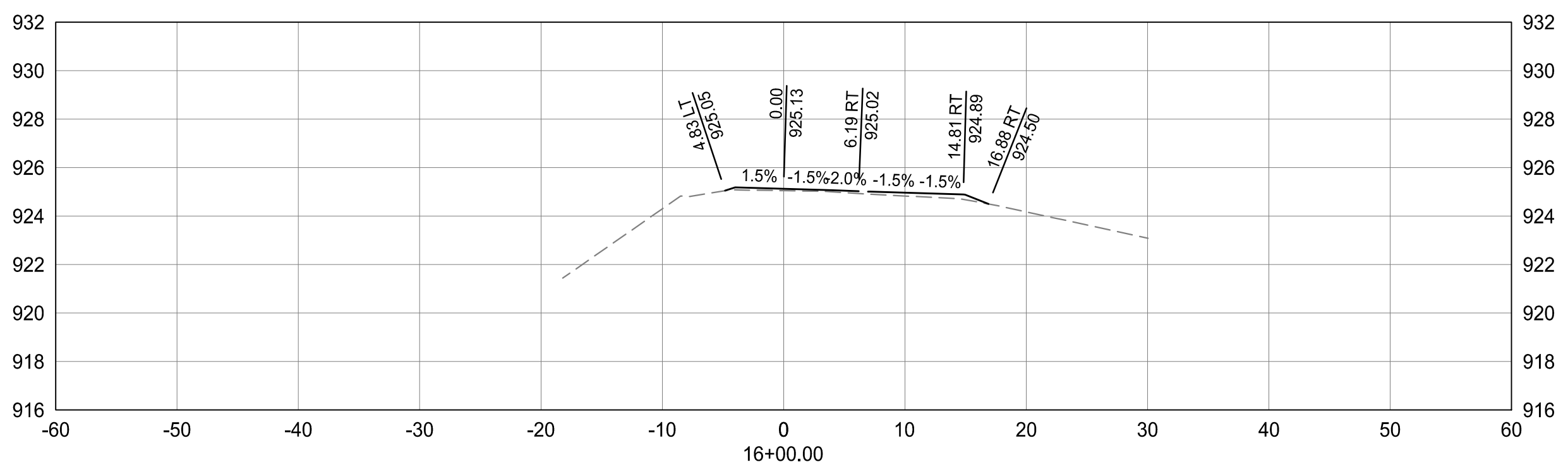
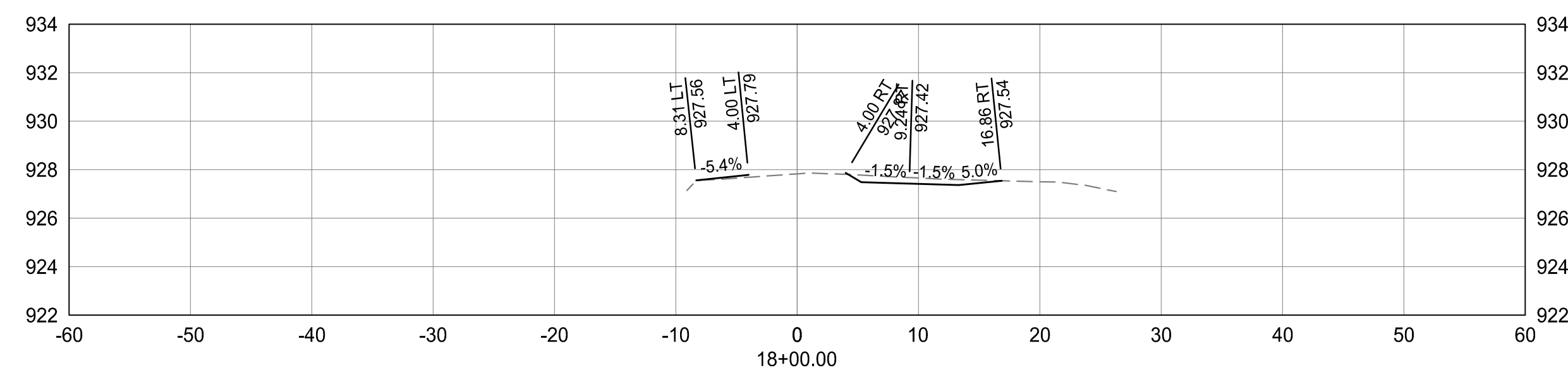
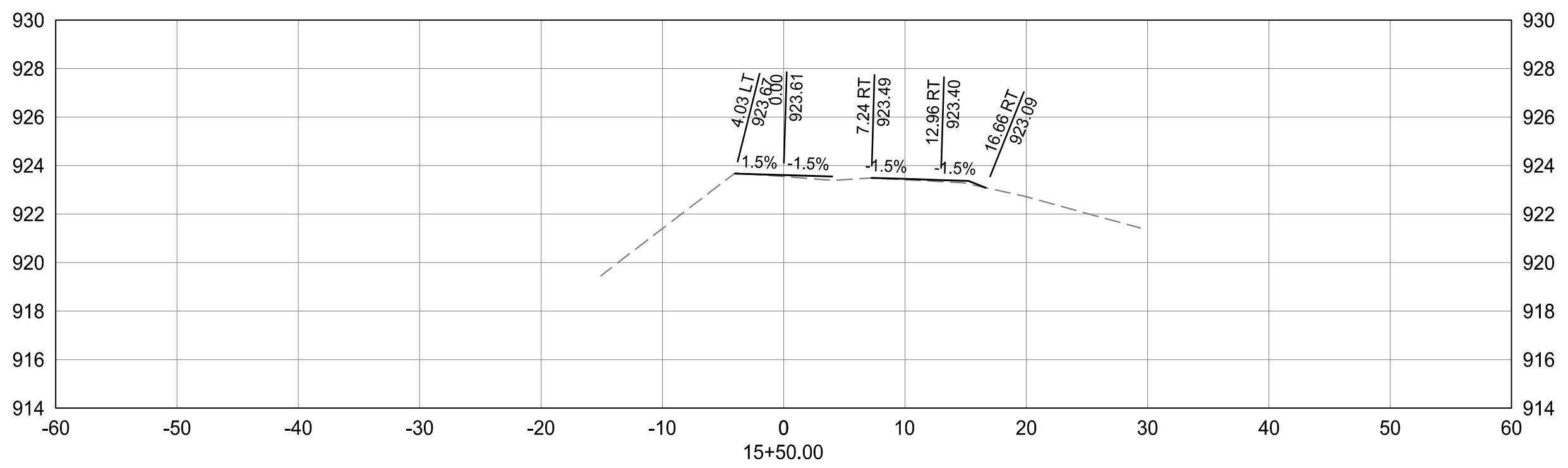
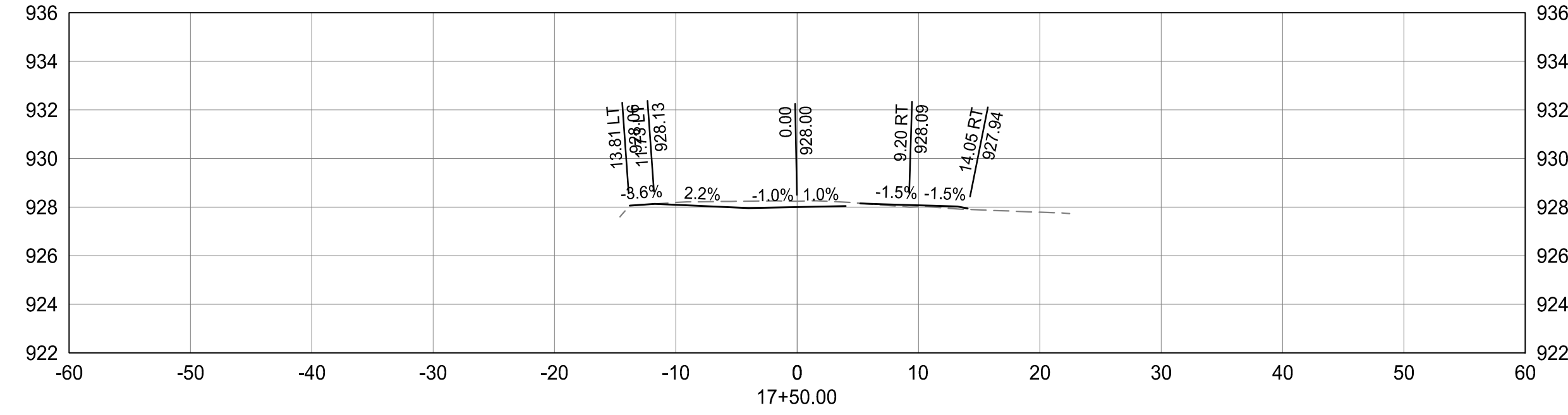
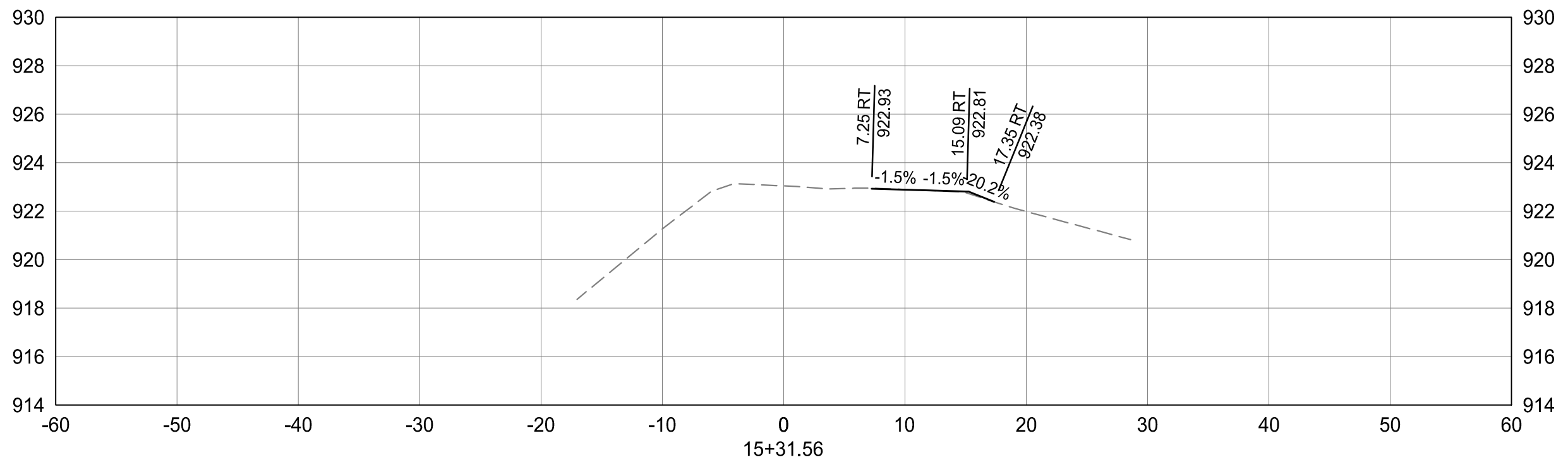
CROSS SECTION - SEGMENT D

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

CLIENT PROJECT NO. 2024-158

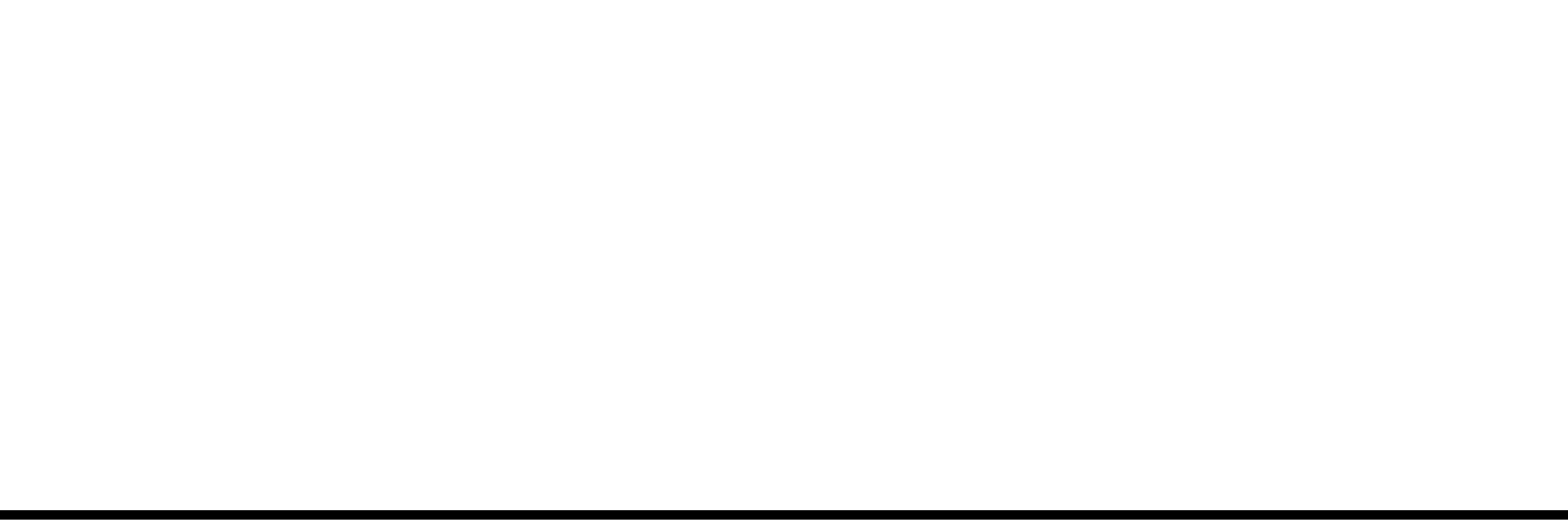
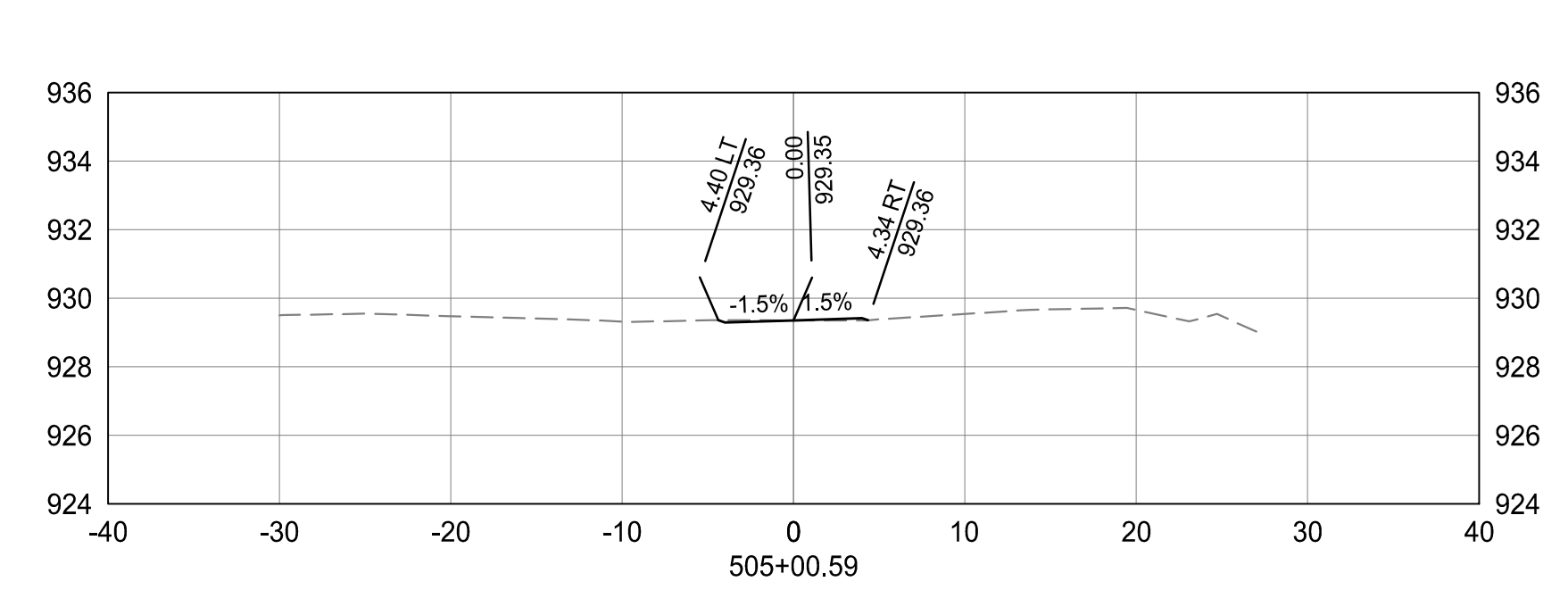
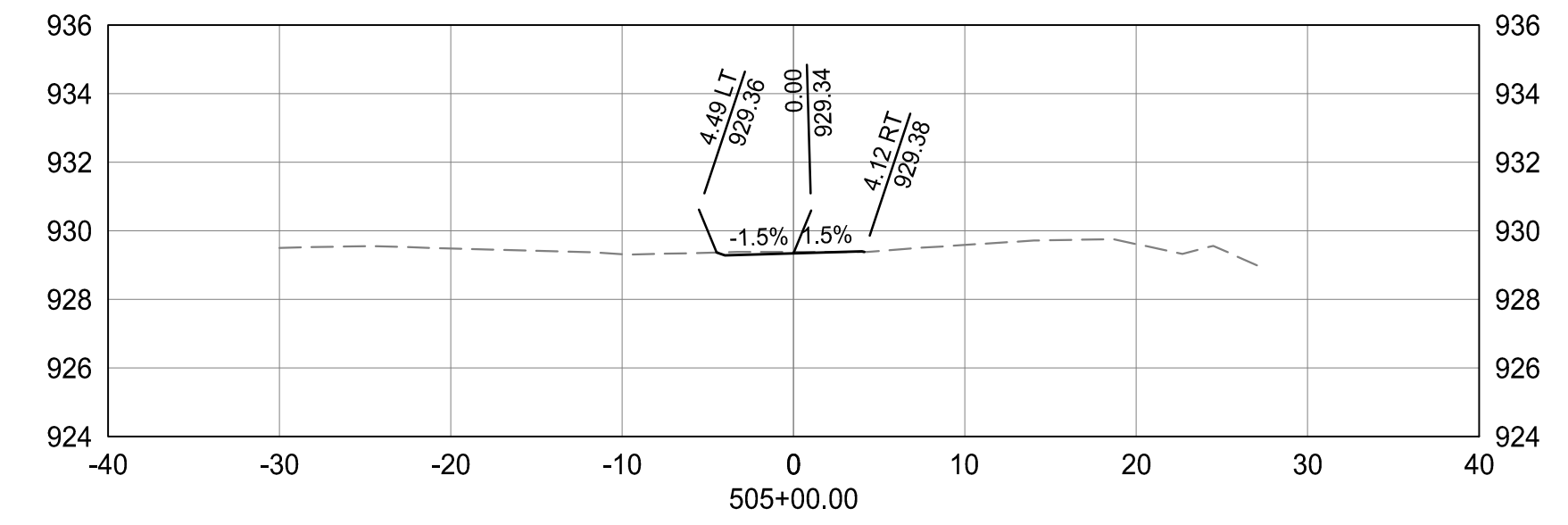
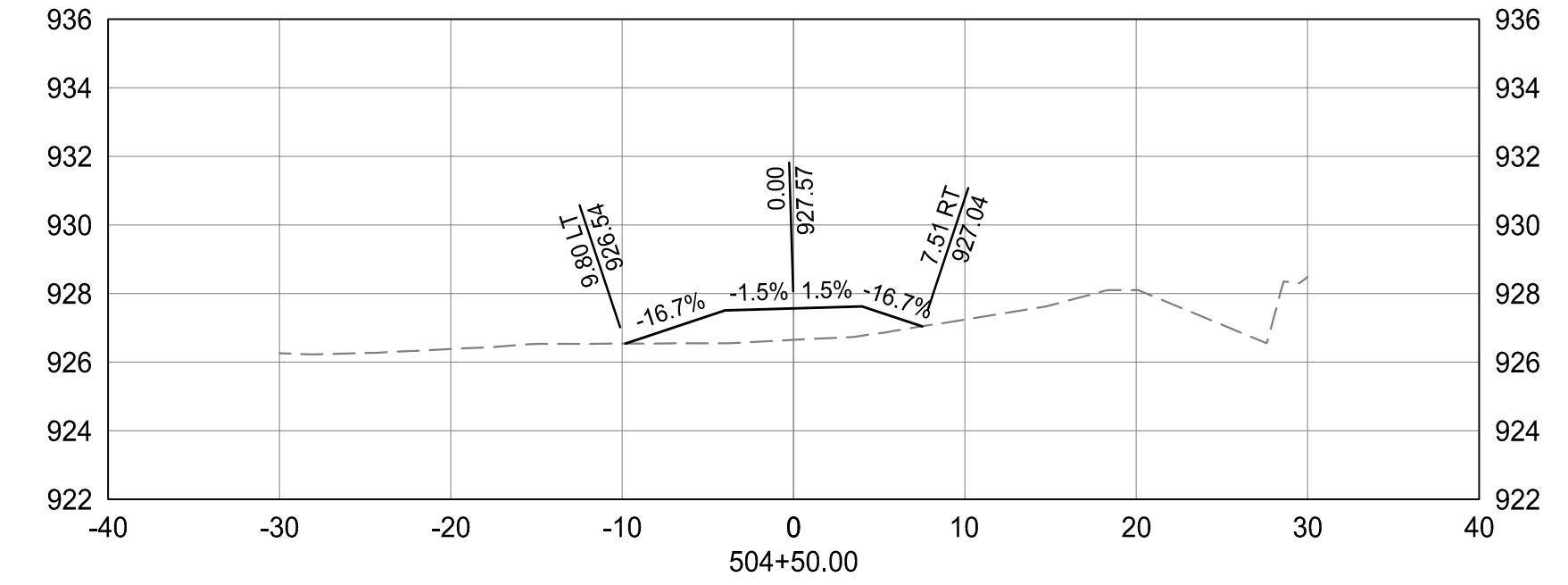
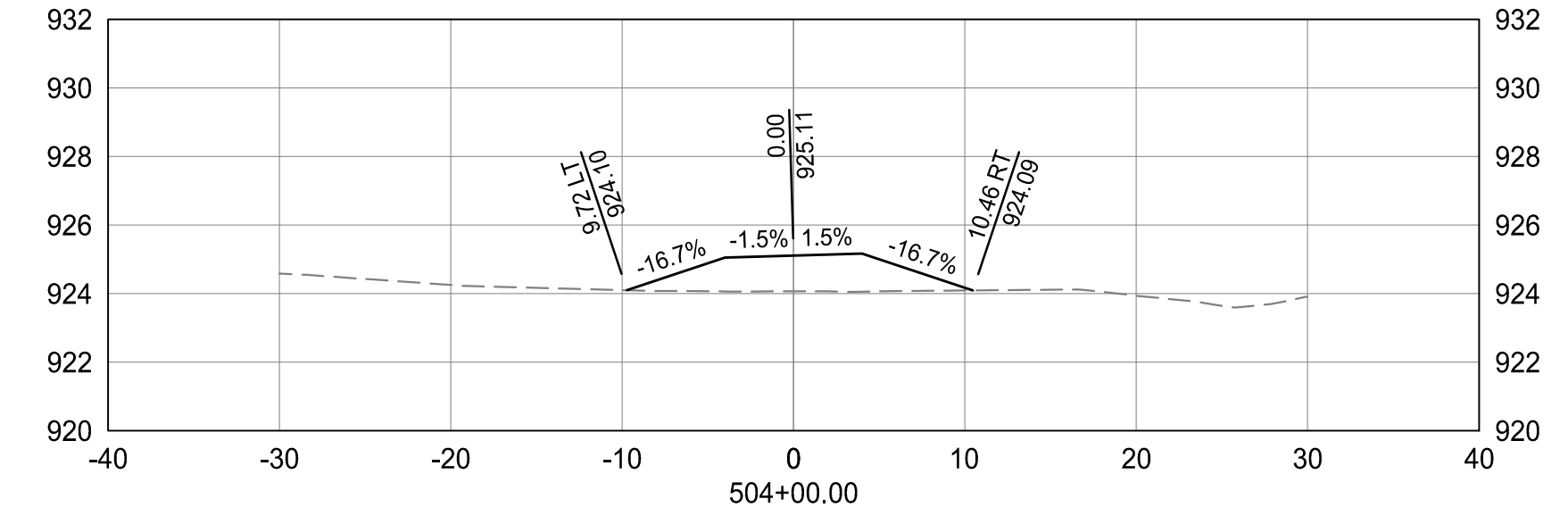
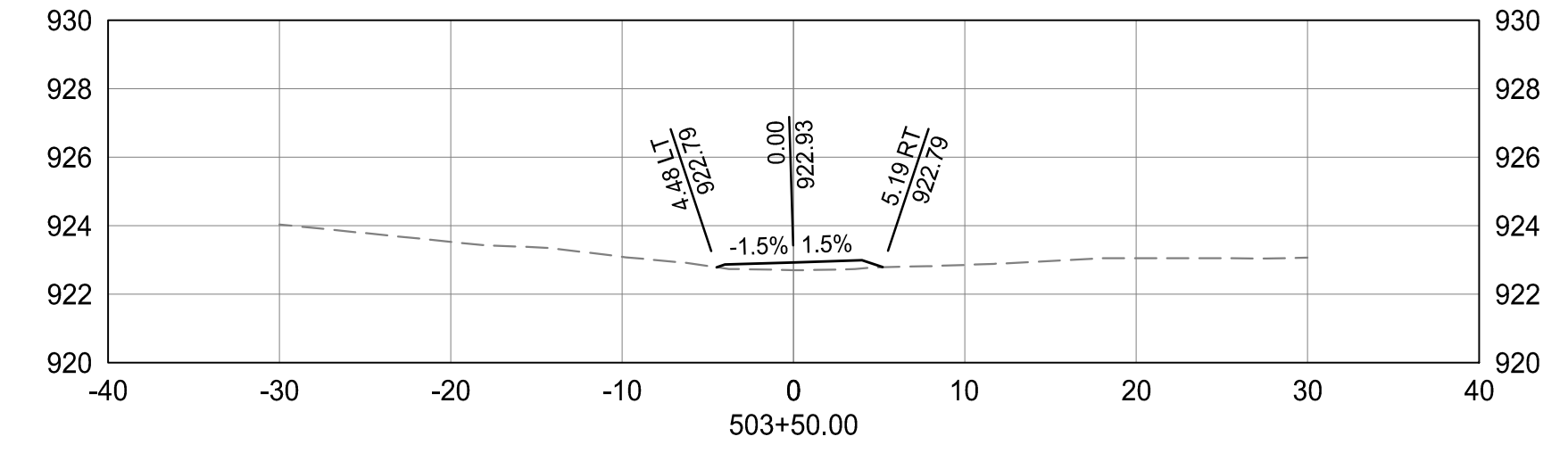
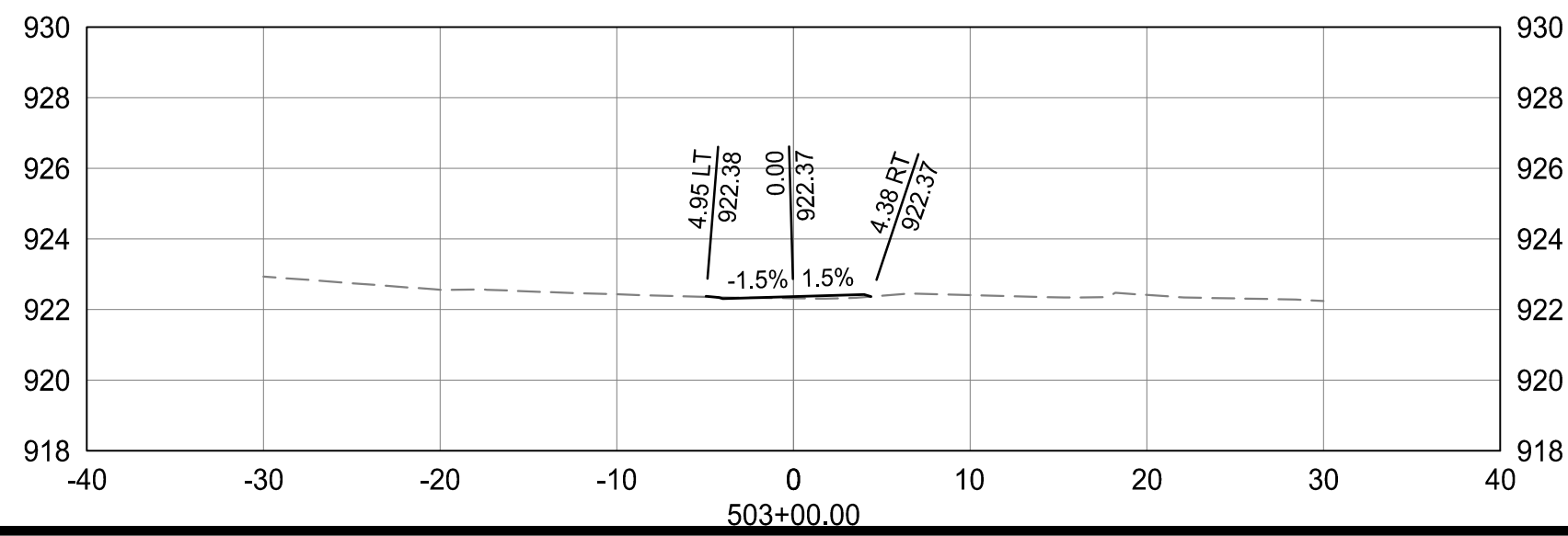
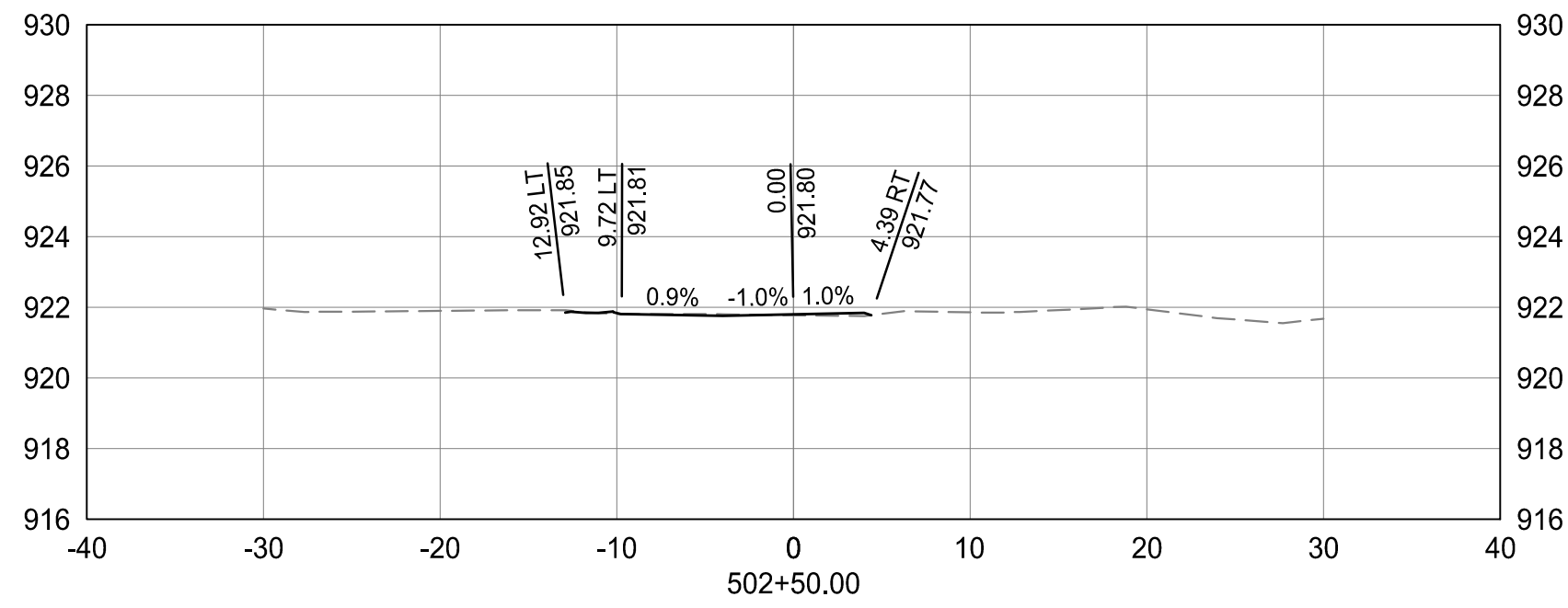
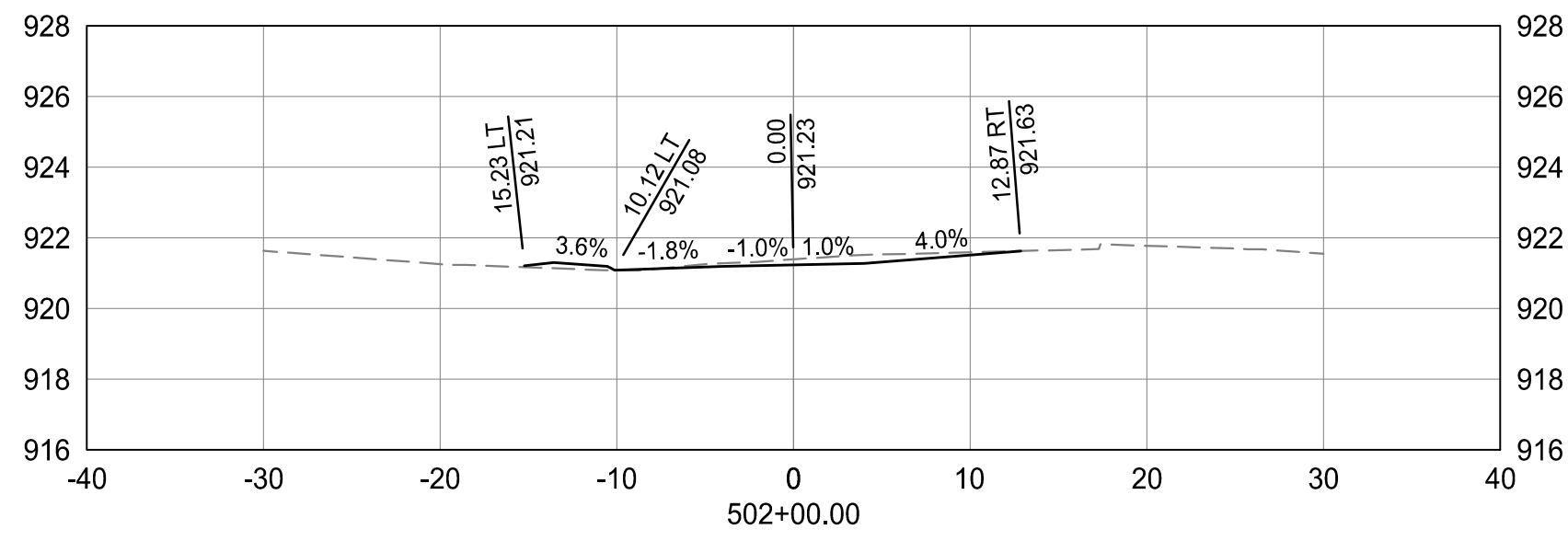
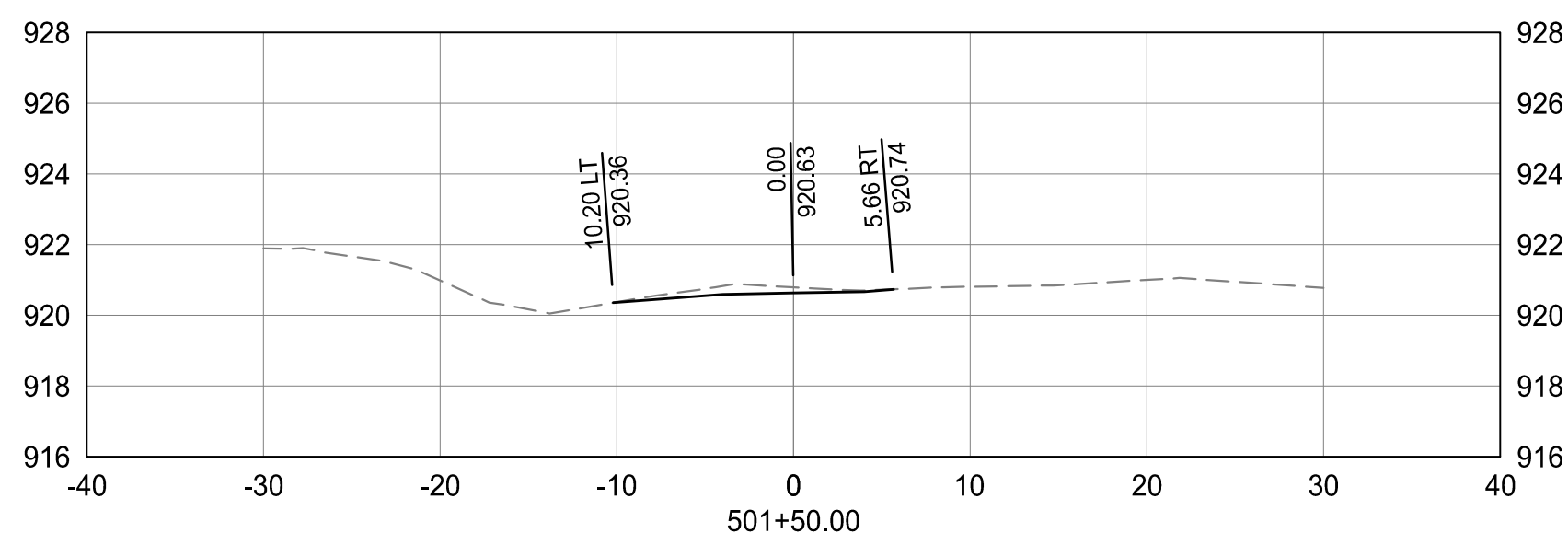
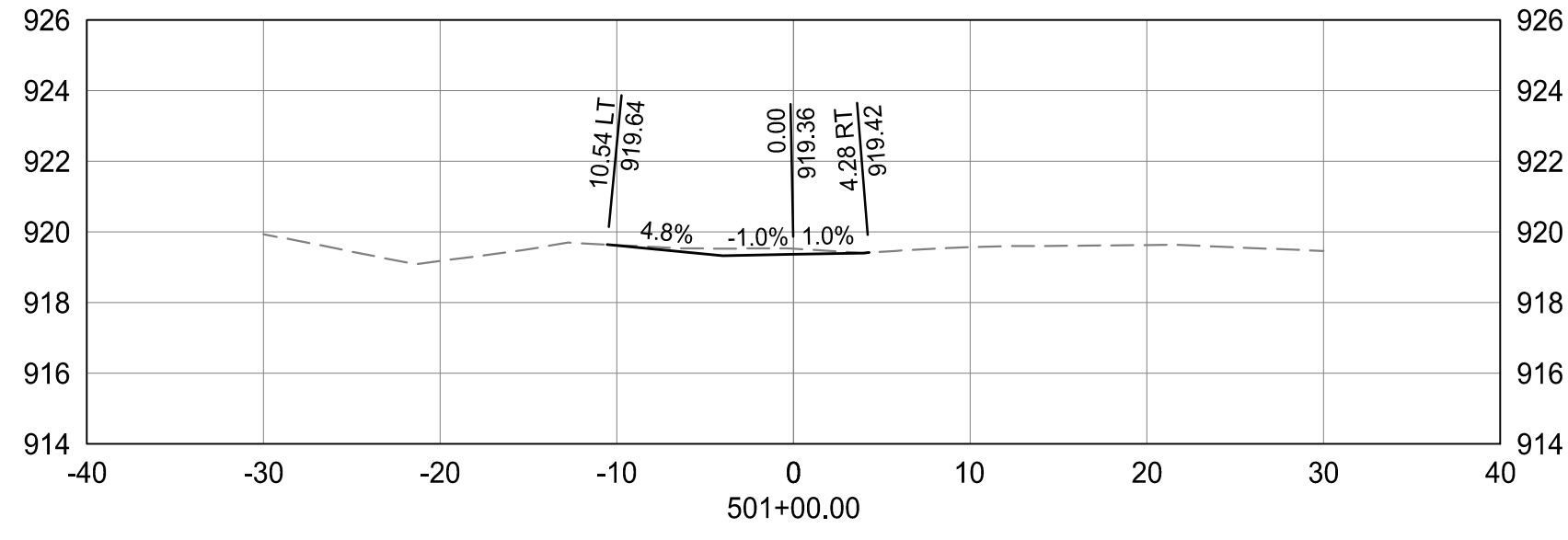
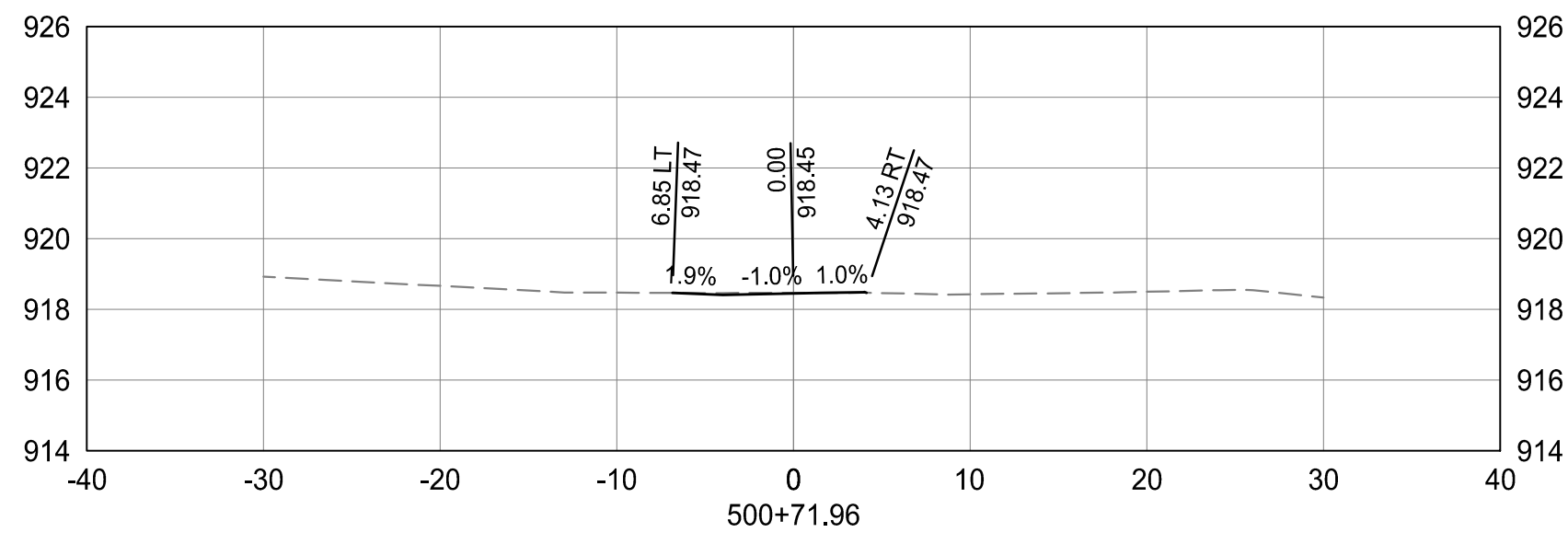
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SHEET L4.4



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SCALE: AS SHOWN
 DESIGN BY: JL
 PLAN BY: JL
 CHECK BY: JA

REVISIONS	
NO.	DESCRIPTION

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Jared C. Lee
 Jared C. Lee, PLA
 DATE: 01/06/2025 LIC. NO.: 44369

CROSS SECTIONS - SEGMENT L

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

CLIENT PROJECT NO. 2024-158
 WSB PROJECT NO. 025608-000
 SHEET L4.5

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SCALE: AS SHOWN
 PLAN BY: JL
 DESIGN BY: JA
 CHECK BY: JA

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NO.	DESCRIPTION

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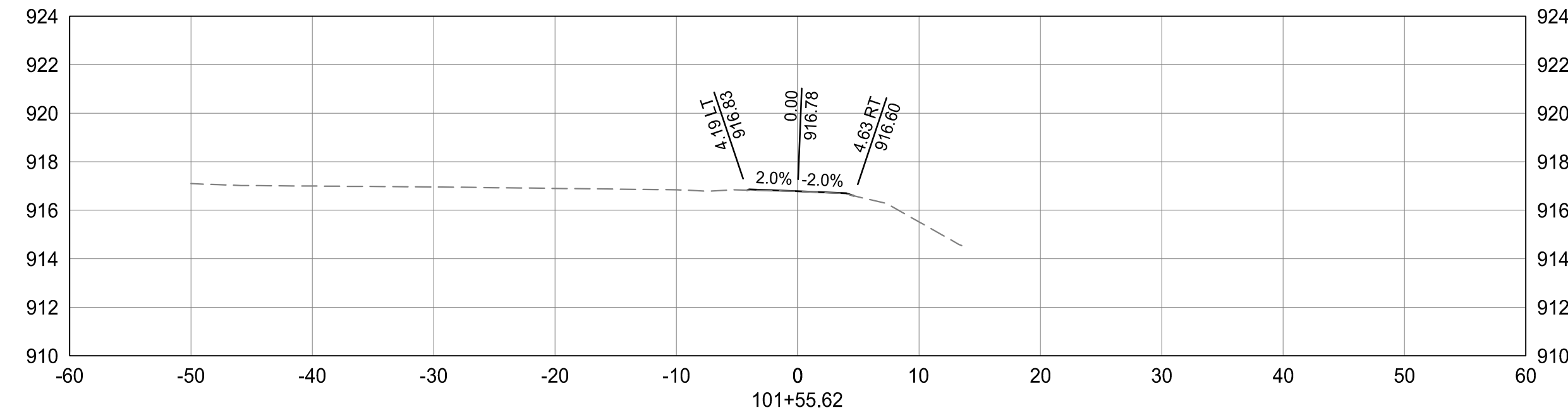
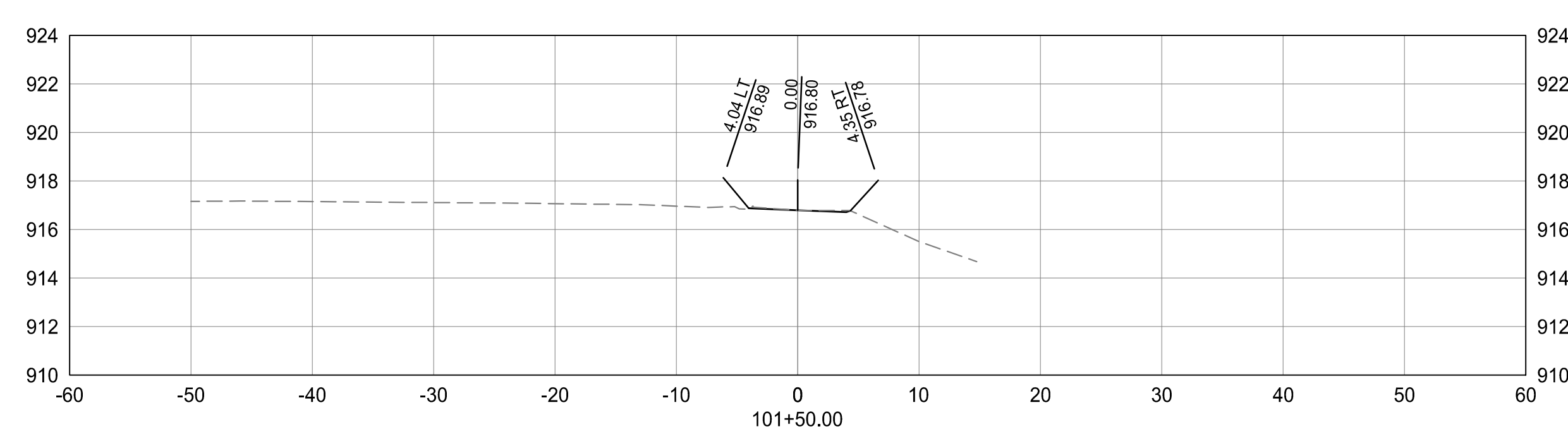
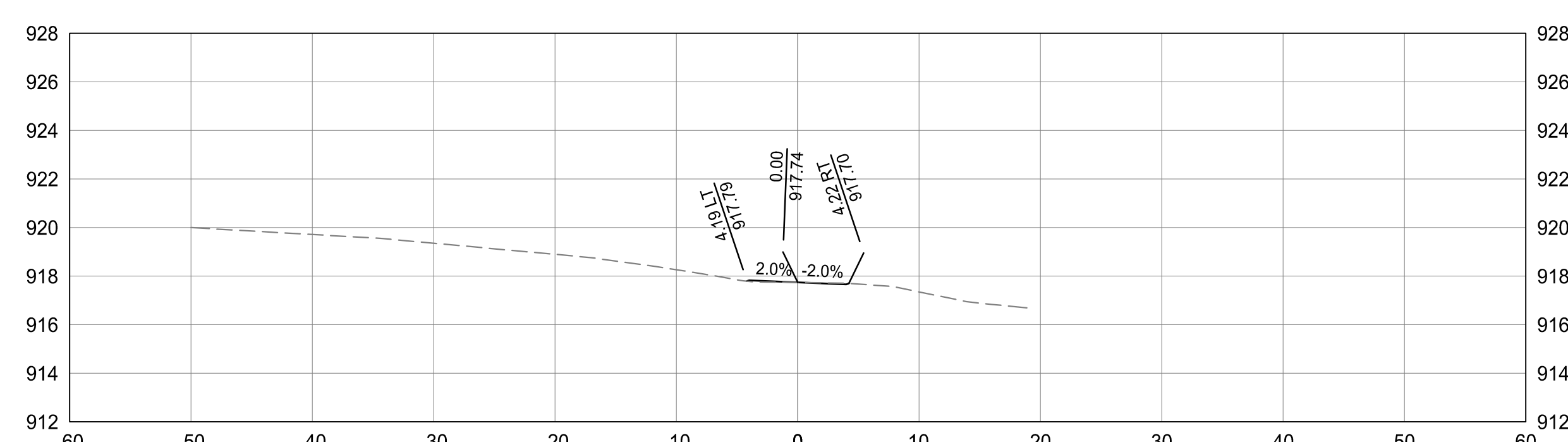
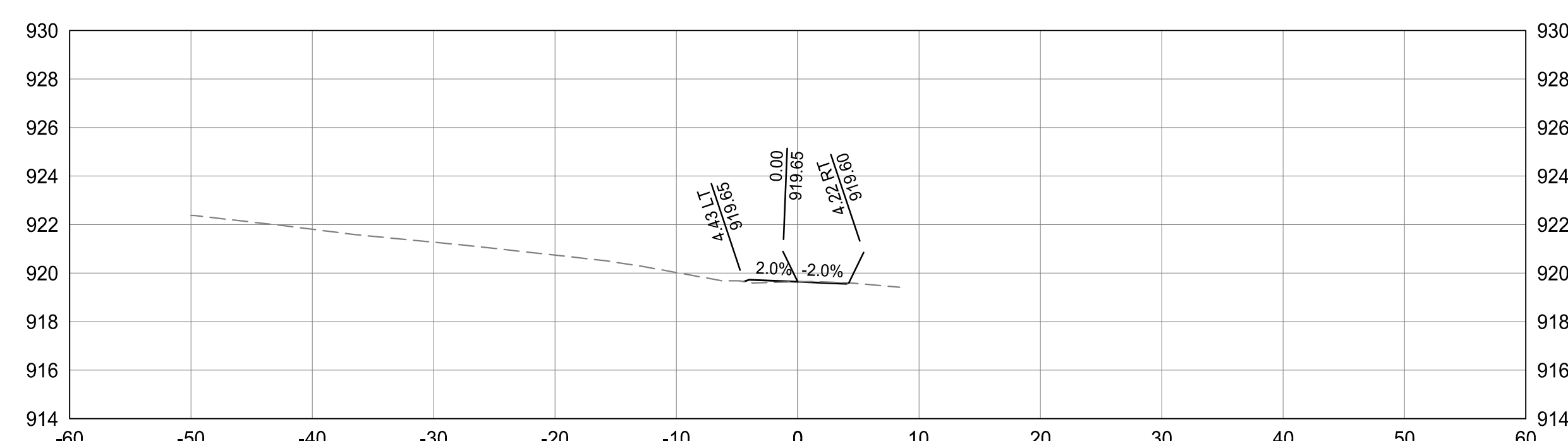
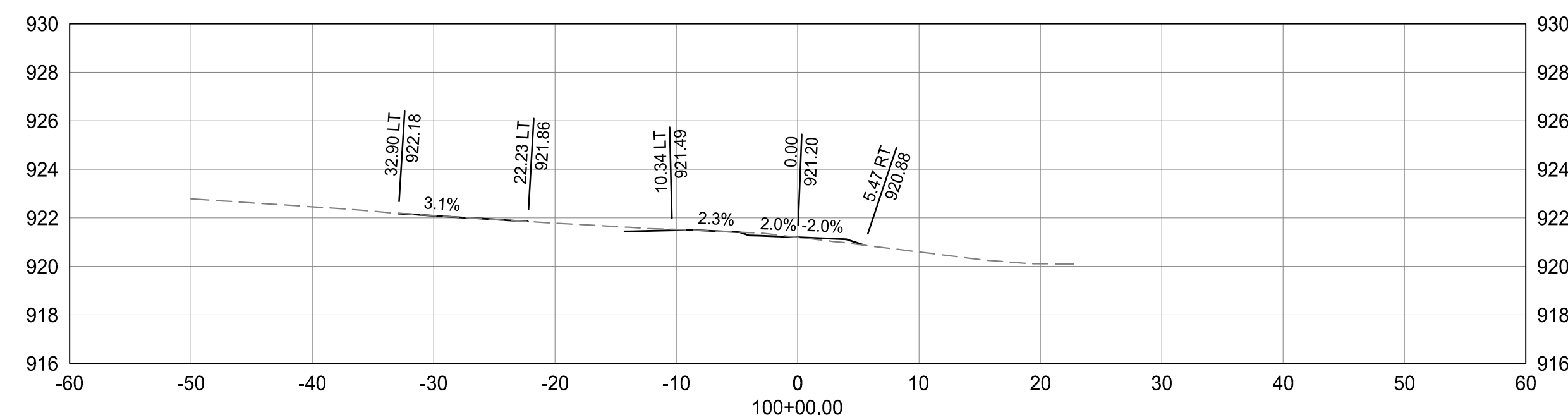
CROSS SECTIONS - SEGMENT A

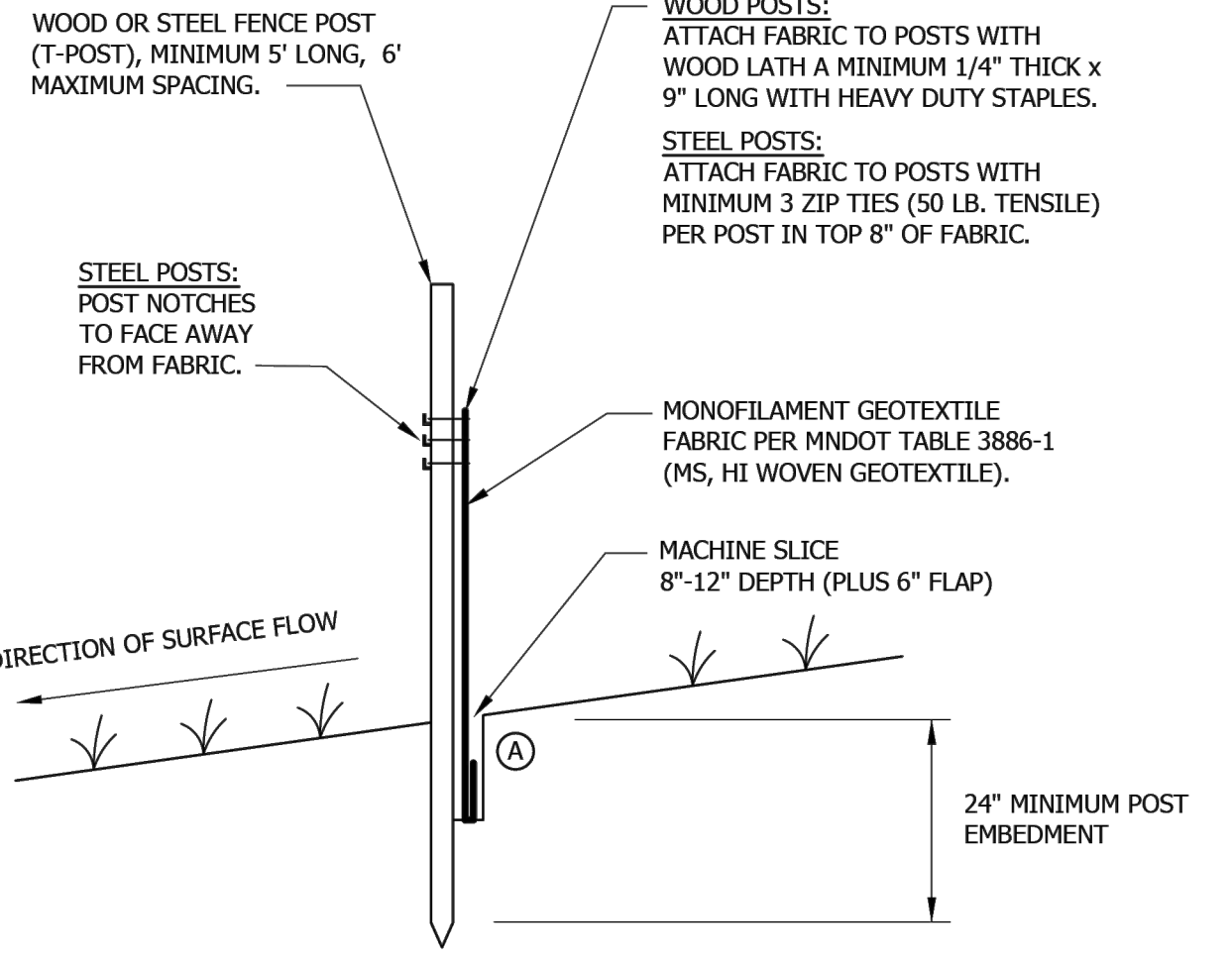
COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

CLIENT PROJECT NO.
 2024-158

WSB PROJECT NO.
 025608-000

SHEET
 L4.6





- NOTES:**
1. THE MACHINE SLICED METHOD (THIS DETAIL) IS THE STANDARD SILT FENCE INSTALLATION METHOD.
 2. WIRE BACKED (ERO-1B) OR HEAVY DUTY (ERO-1C) SILT FENCE INSTALLATION METHODS SHOULD ONLY BE USED WHEN APPROVED OR DIRECTED BY THE CITY.
 3. FOR CRITICAL AREAS ADJACENT TO WETLANDS OR BELOW LONG AND/OR STEEP SLOPES, STEEL POSTS ARE NECESSARY AS INDICATED ON THE PLANS.

Ⓐ COMPACTION: AFTER "SLICING" IN THE FABRIC AND BEFORE INSTALLATION OF STEEL OR WOOD POSTS, DRIVE INSTALLATION EQUIPMENT OVER THE "SLICE" WHILE FABRIC IS LAYING ON THE GROUND. THEN INSTALL THE POSTS AND PULL UP FABRIC TO ATTACH AT A UNIFORM HEIGHT.

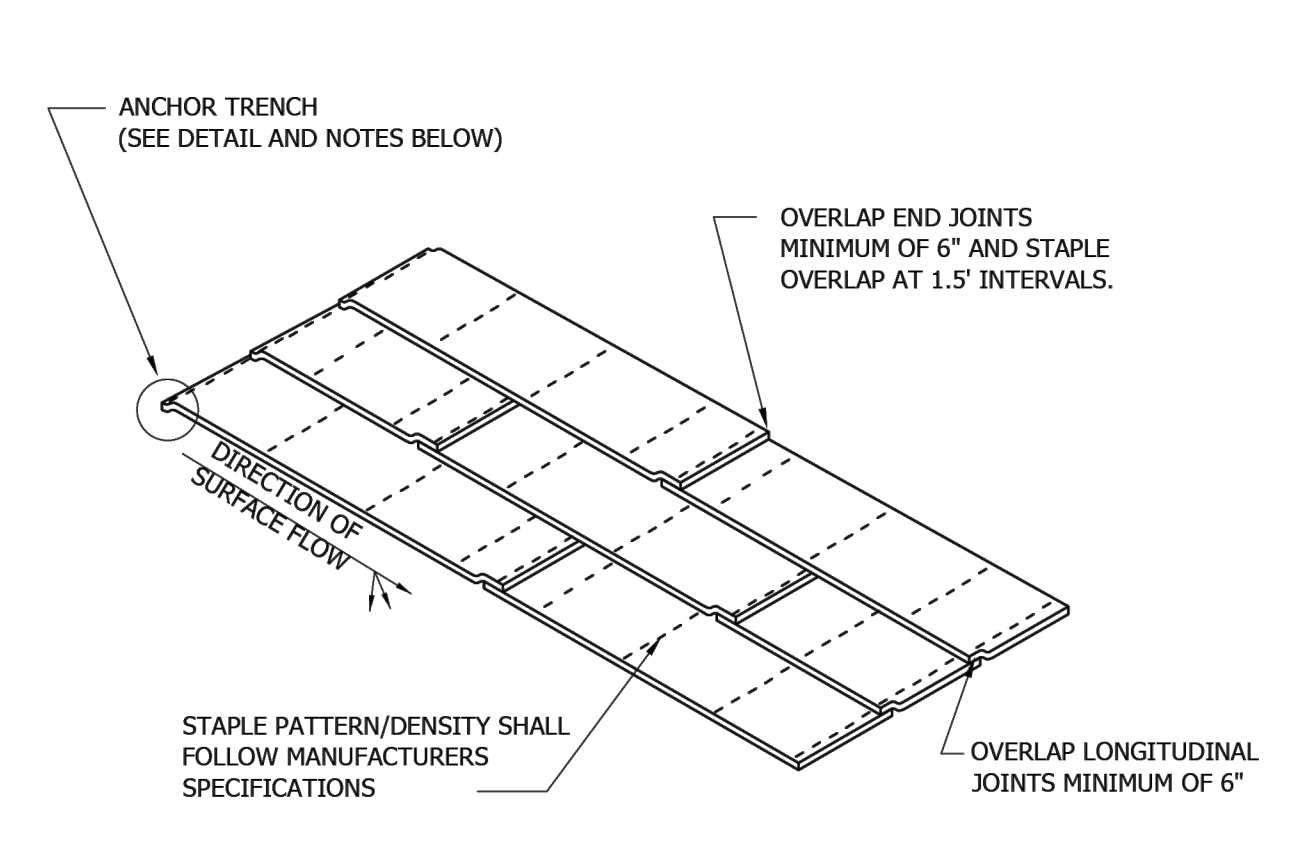
Apple Valley

SILT FENCE MACHINE SLICED

LAST REVISION: JUNE 2009

PLATE NO. ERO-1

1 SILT FENCE DETAIL
L5.0



- ANCHOR TRENCH**
1. DIG 6" X 6" TRENCH
 2. LAY BLANKET IN TRENCH
 3. STAPLE AT 1.5' INTERVALS
 4. BACKFILL WITH NATURAL SOIL AND COMPACT
 5. BLANKET LENGTH SHALL NOT EXCEED 100' WITHOUT AN ANCHOR TRENCH

NOTE: SLOPE SURFACE SHALL BE FREE OF ROCKS, SOIL CLUMPS, STICKS, VEHICLE IMPRINTS, AND GRASS. BLANKETS SHALL HAVE GOOD SOIL CONTACT.

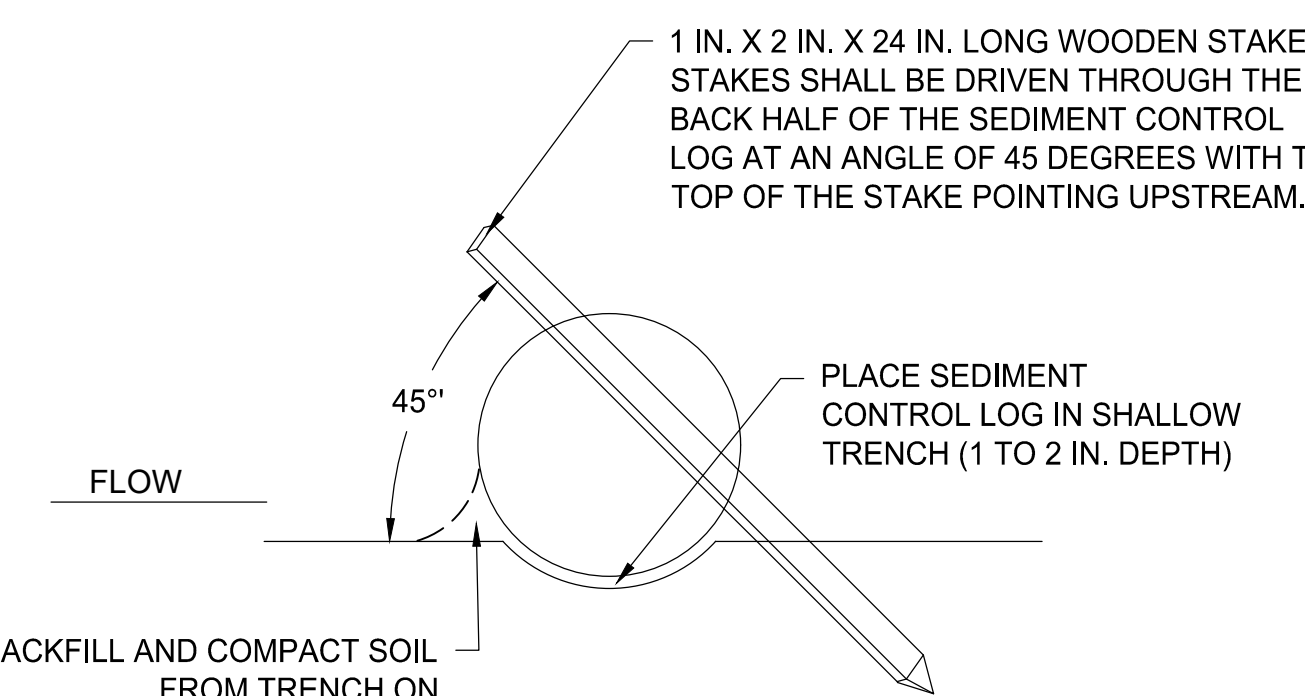
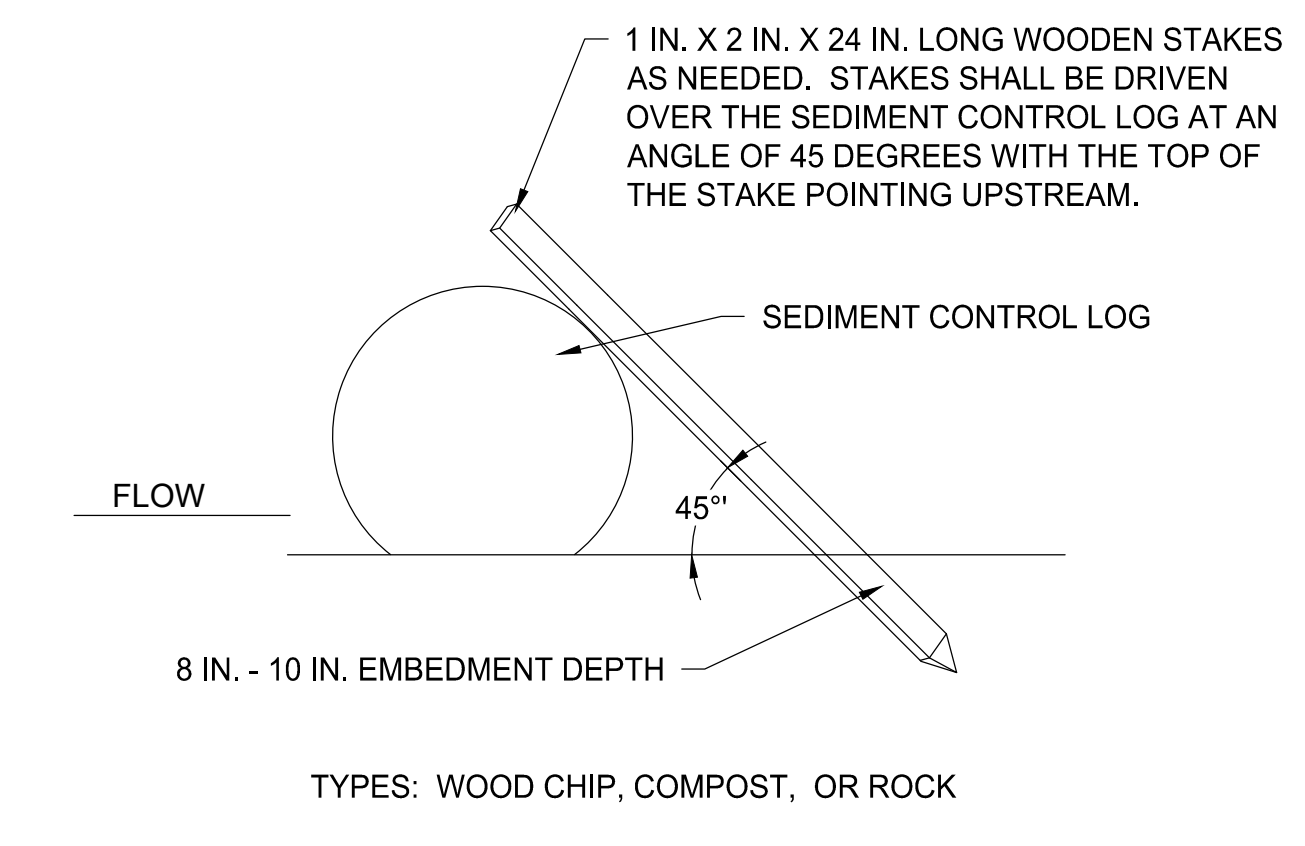
Apple Valley

EROSION CONTROL BLANKET INSTALLATION

LAST REVISION: JUNE 2009

PLATE NO. ERO-6

2 EROSION CONTROL BLANKET DETAIL
L5.0



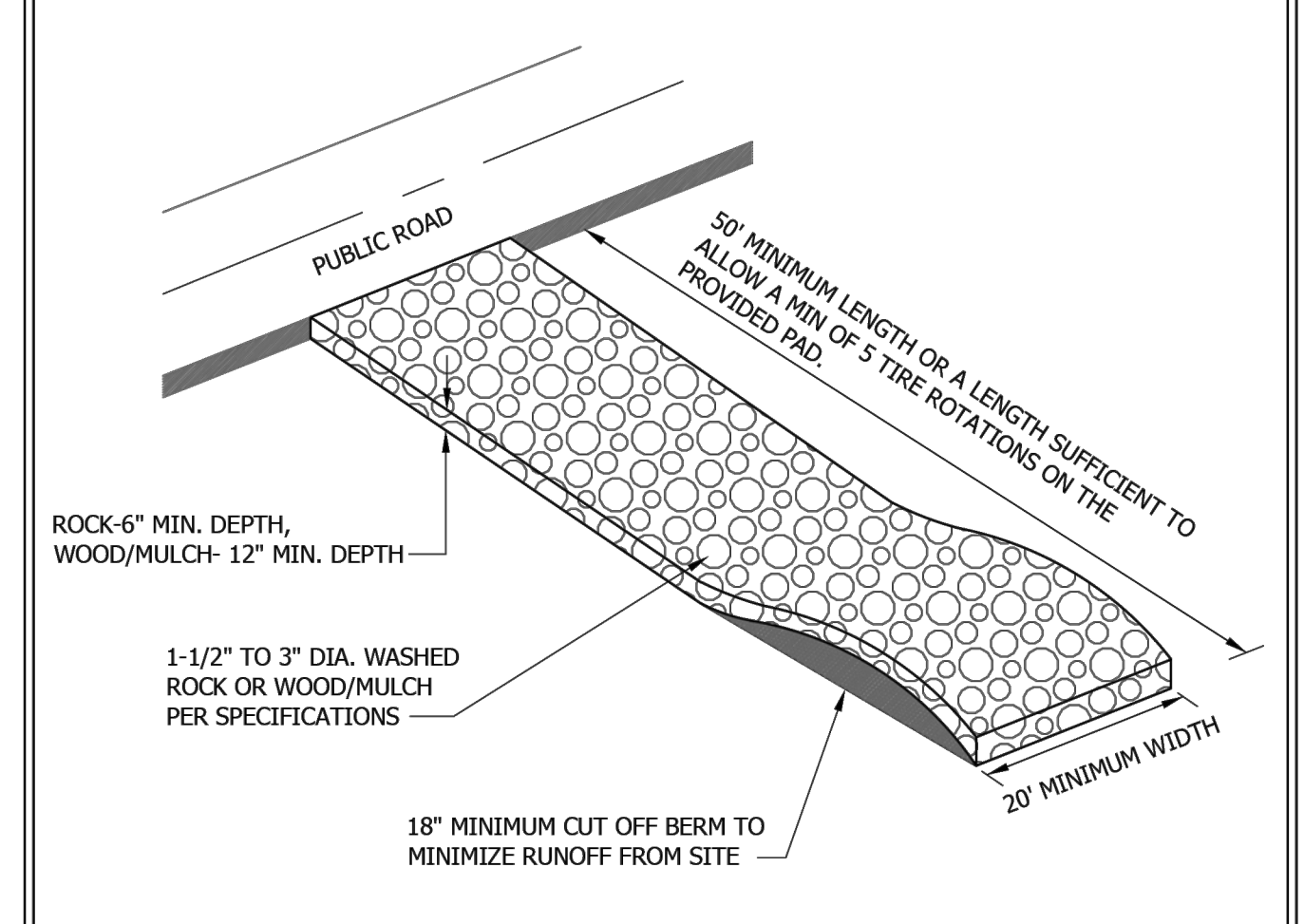
Apple Valley

SEDIMENT CONTROL LOG DETAIL

LAST REVISION: JUNE 2009

PLATE NO. ERO-6

3 SEDIMENT CONTROL LOG DETAIL
L5.0



- NOTES:**
1. MNDOT 3733 TYPE 4 FILTER FABRIC SHALL BE PLACED UNDER ROCK OR MULCH TO STOP MUD MIGRATION THROUGH MATERIAL.
 2. FUGITIVE ROCK OR MULCH WILL BE REMOVED FROM ADJACENT ROADWAYS DAILY OR MORE FREQUENTLY AS NECESSARY.
 3. CONSTRUCTION ENTRANCE MUST BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF GRADING OPERATIONS ON THE SITE.
 4. THE ENTRANCE MUST BE MAINTAINED IN PROPER CONDITION TO PREVENT TRACKING OF MUD OFF THE SITE. THIS MAY REQUIRE PERIODIC TOPDRESSING WITH ADDITIONAL ROCK, WOOD/MULCH, OR REMOVAL AND REINSTALLATION OF THE PAD.
 5. THIS ENTRANCE WILL BE USED BY ALL VEHICLES ENTERING OR LEAVING THE PROJECT.
 6. THE CONSTRUCTION ENTRANCE WILL BE REMOVED PRIOR TO THE PLACEMENT OF BITUMINOUS SURFACING.

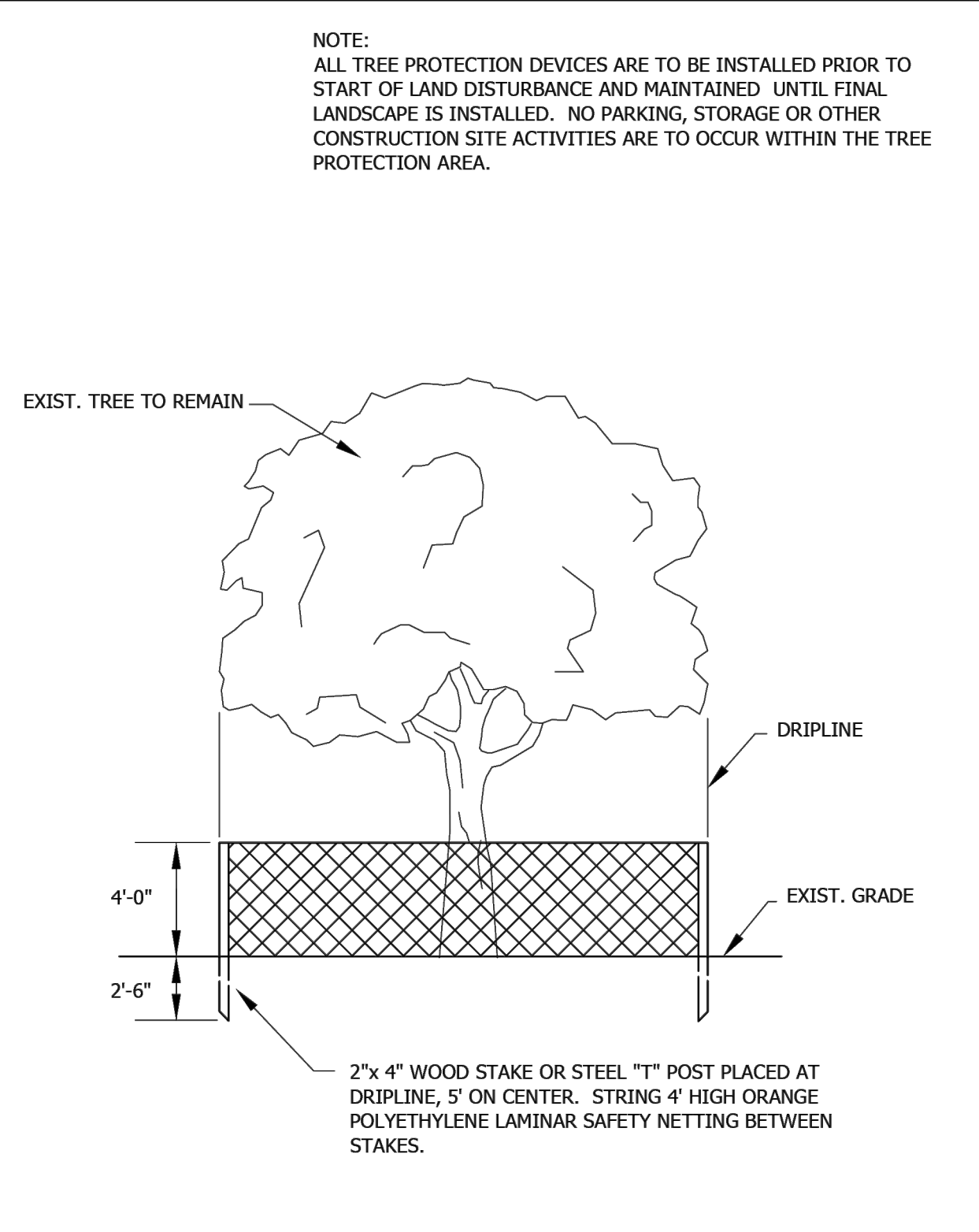
Apple Valley

CONSTRUCTION ENTRANCE ROCK WOOD / MULCH

LAST REVISION: DEC 2018

PLATE NO. ERO-22

4 CONSTRUCTION ENTRANCE DETAIL
L5.0



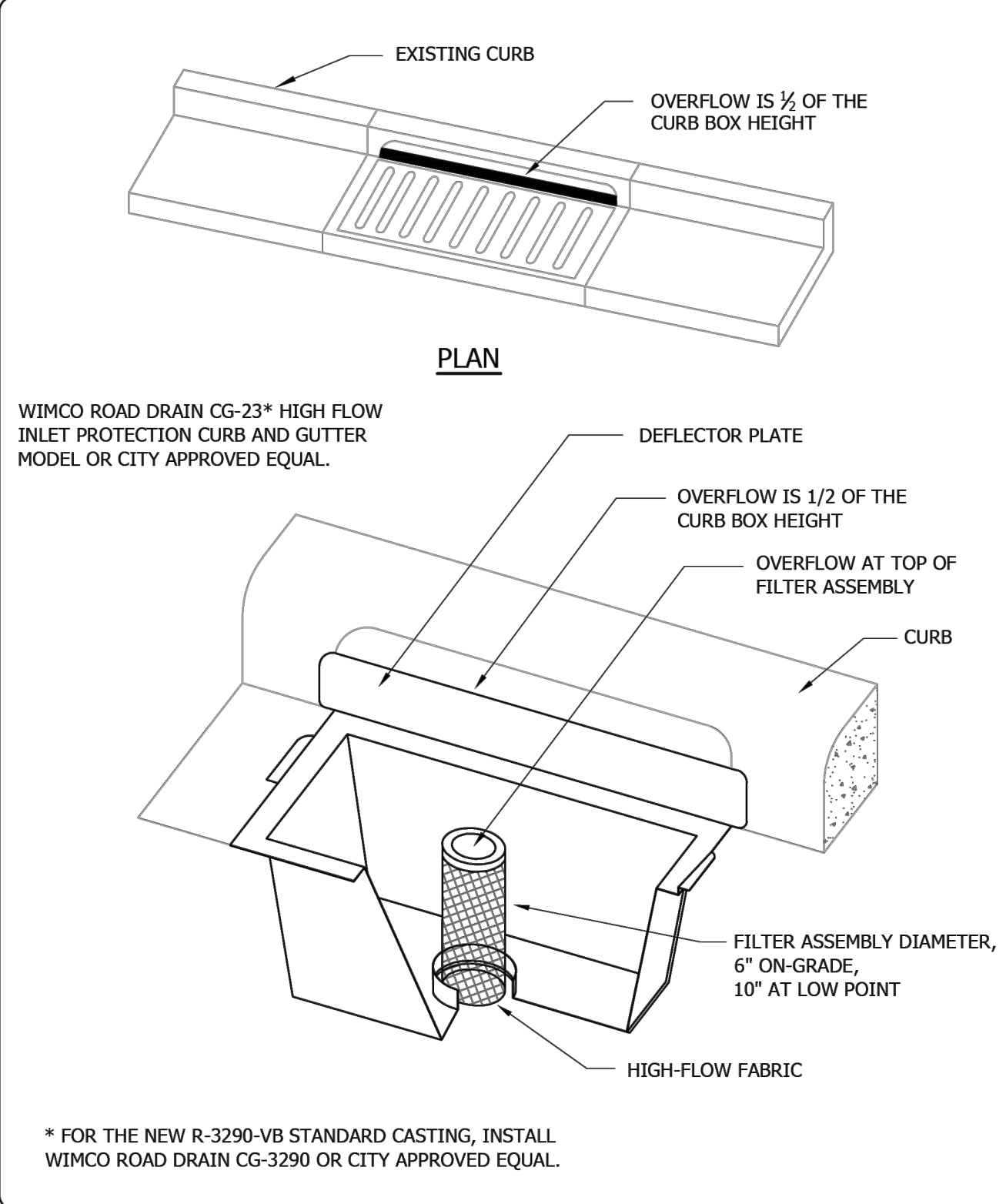
Apple Valley

TREE PROTECTION

LAST REVISION: JUNE 2009

PLATE NO. GEN-5

5 TREE PROTECTION DETAIL
L5.0



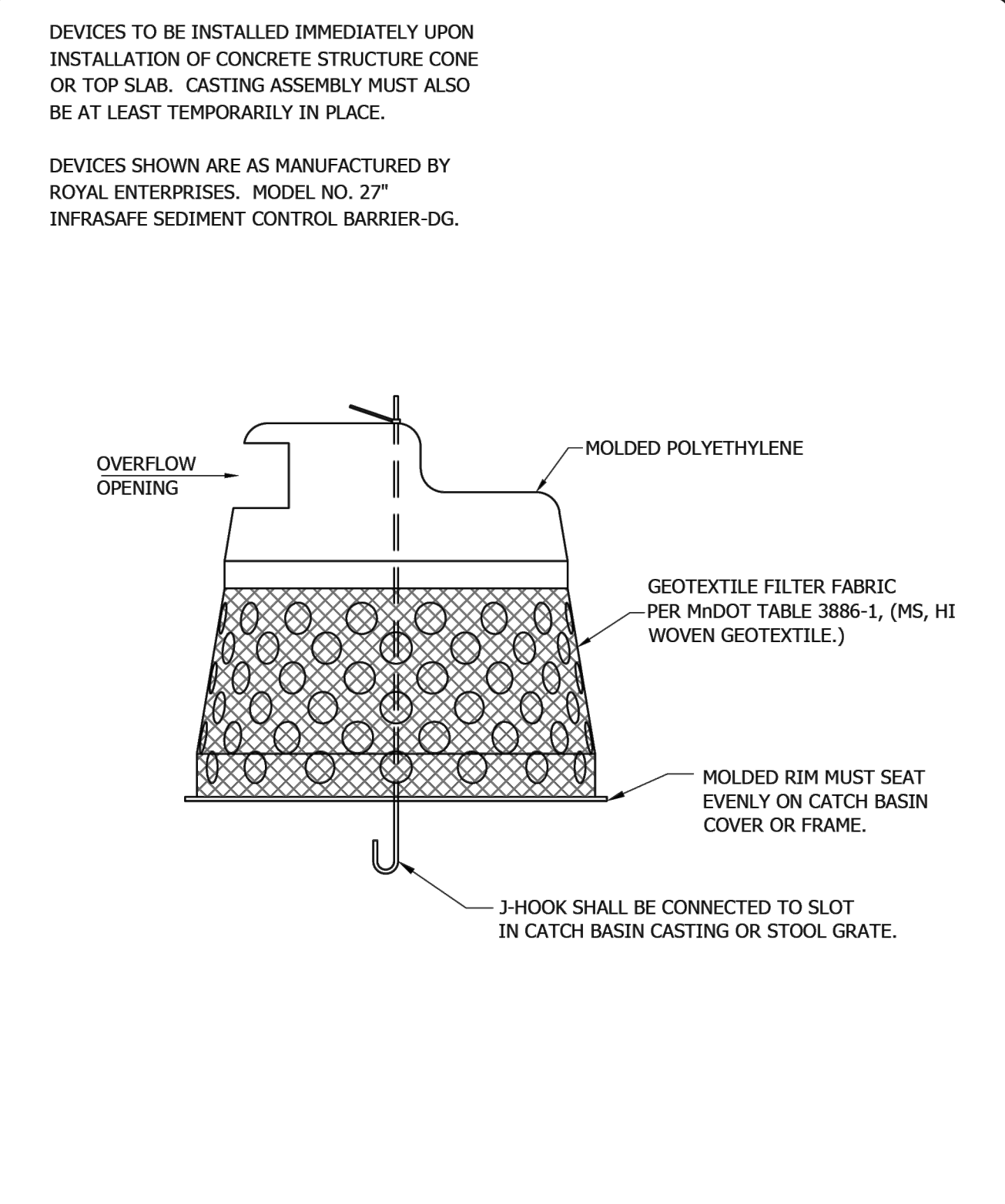
Apple Valley

INLET PROTECTION, TYPE C CATCH BASIN INSERT AFTER PAVING

LAST REVISION: JUNE 2009

PLATE NO. ERO-16

6 INLET PROTECTION - TYPE C
L5.0



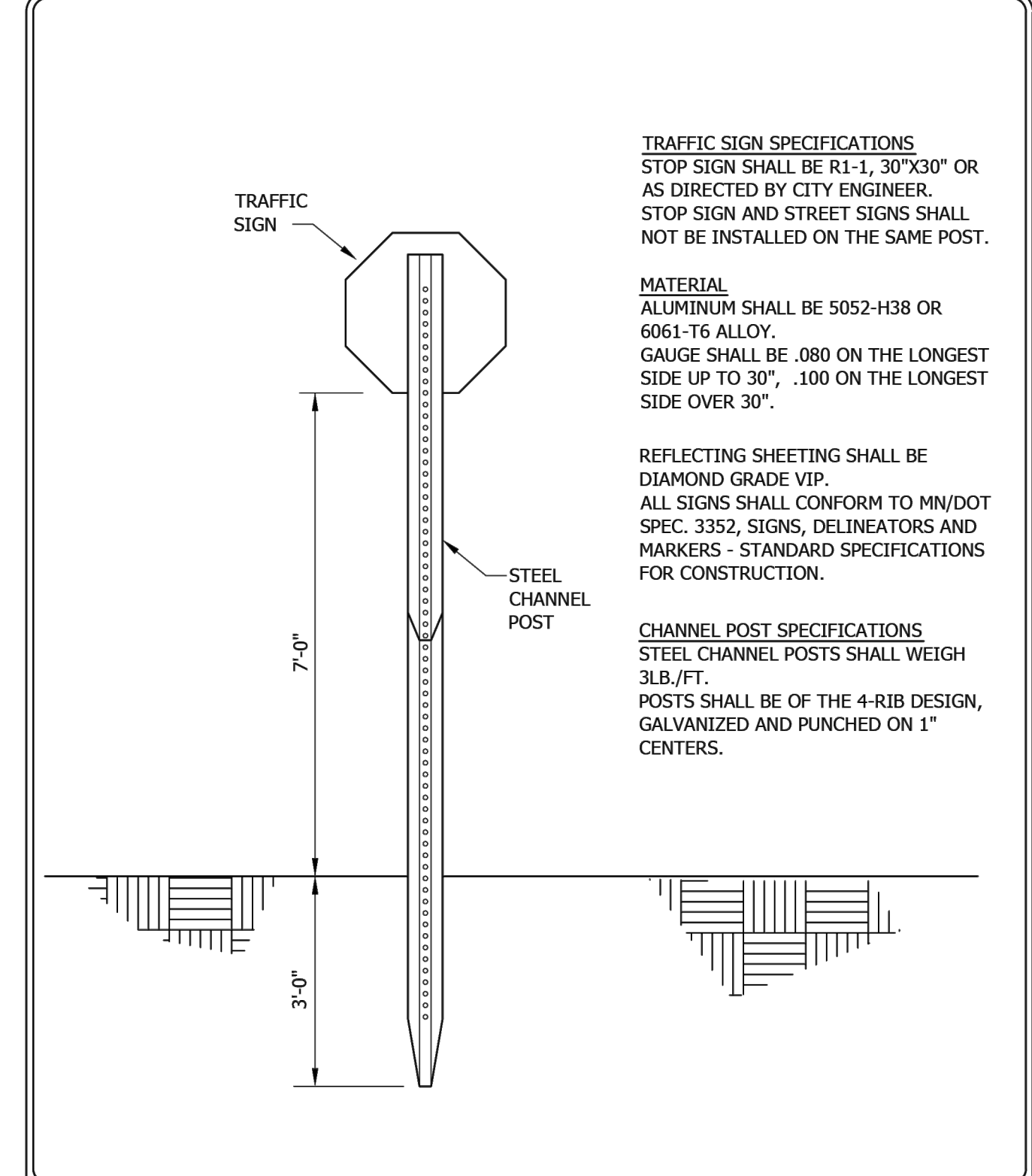
Apple Valley

INLET PROTECTION, TYPE B INFRASAFT SEDIMENT CONTROL BARRIER

LAST REVISION: JAN 2015

PLATE NO. ERO-14

7 INLET PROTECTION - TYPE B
L5.0



Apple Valley

TRAFFIC SIGN IN GROUND

LAST REVISION: OCT 2009

PLATE NO. STR-22

8 TRAFFIC SIGN IN GROUND
L5.0

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Jared C. Lee, PLA
Jared C. Lee, PLA
DATE: 01/06/2025 LIC. NO.: 44369

PRECONSTRUCTION DETAILS

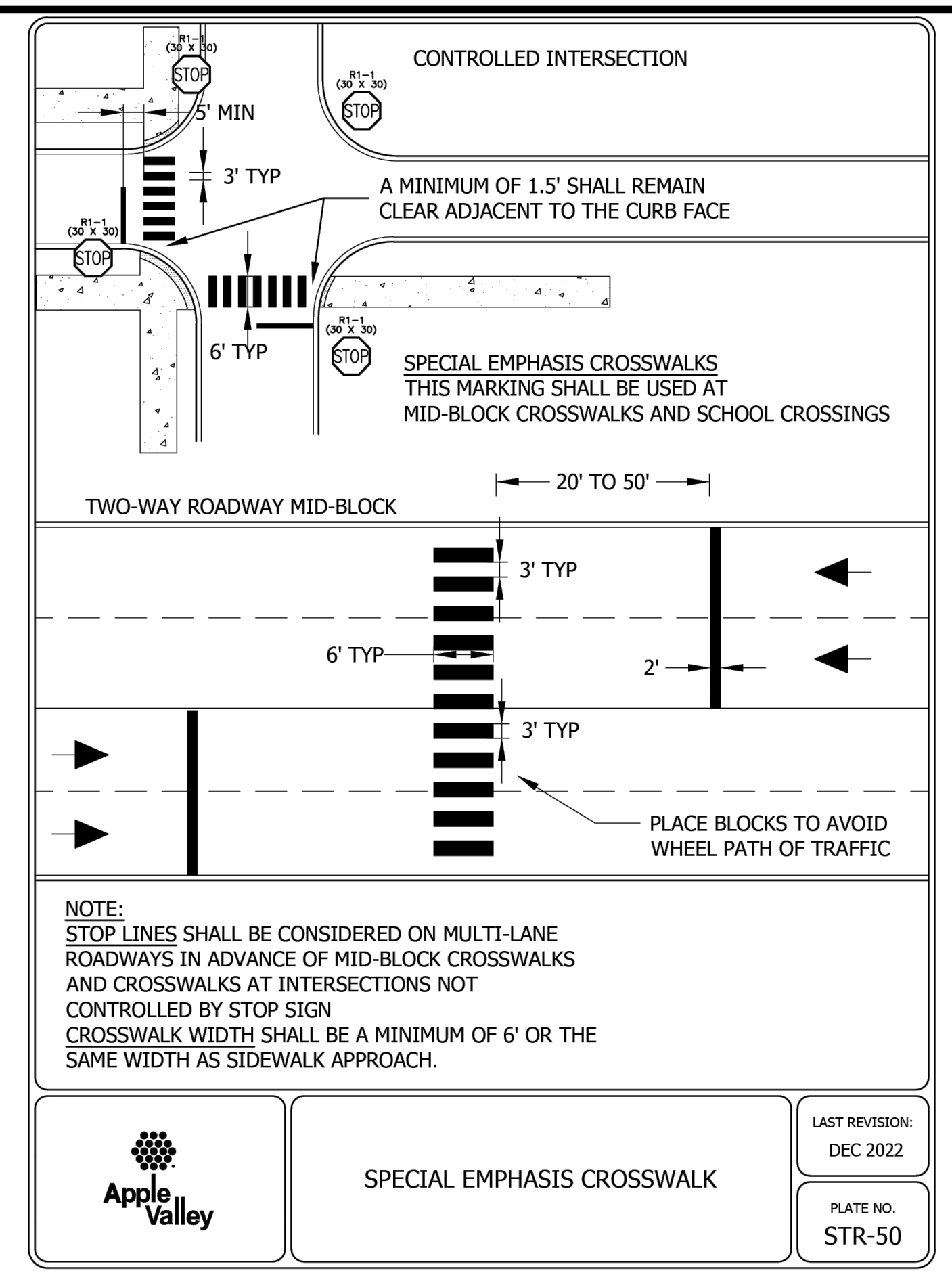
COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

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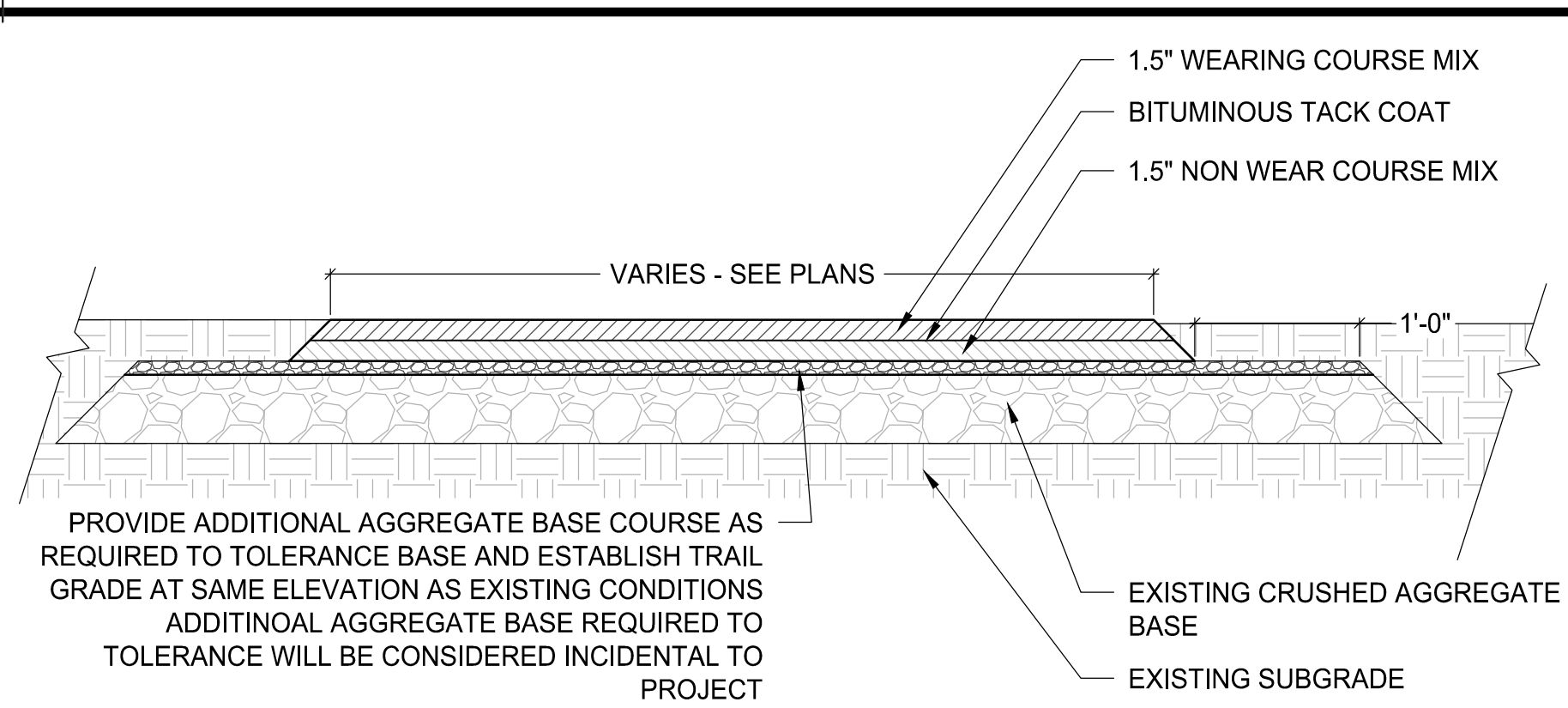
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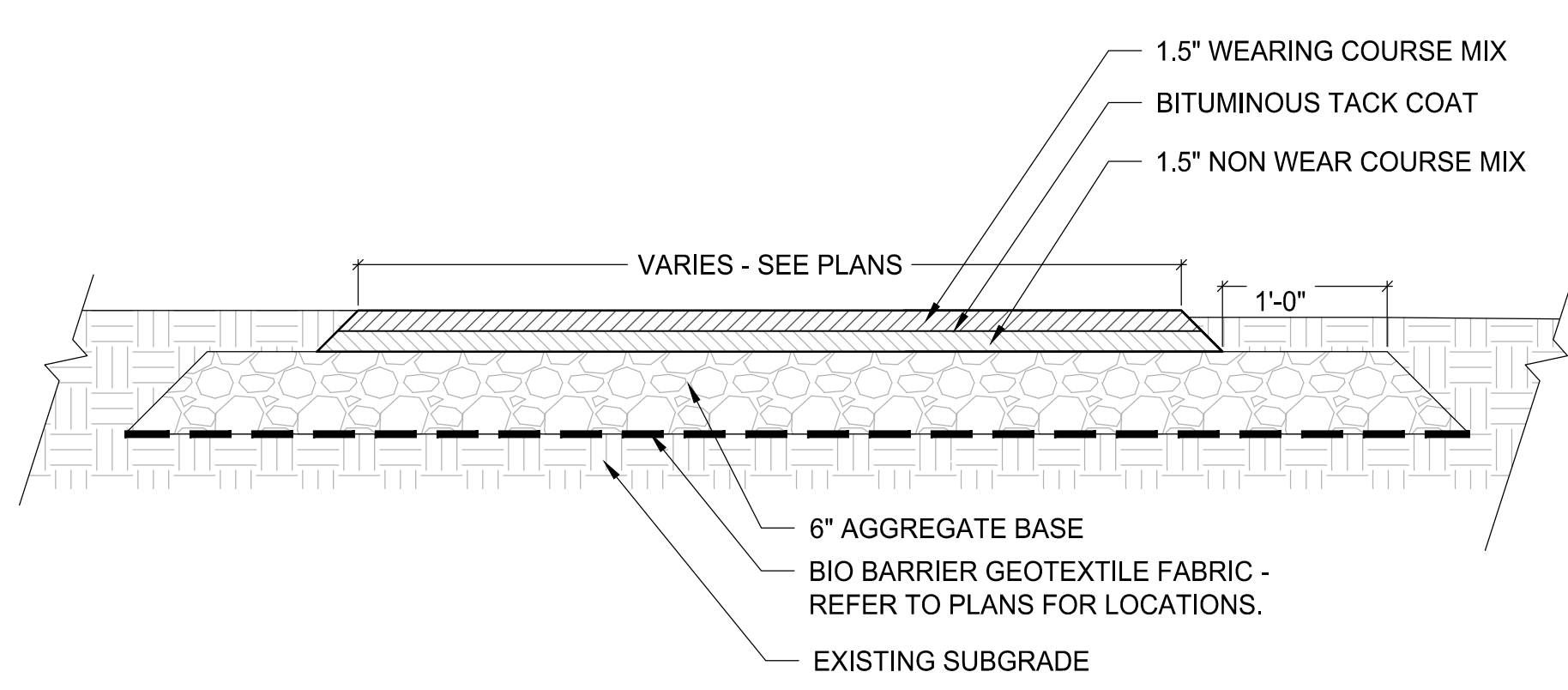
Jared C. Lee, PLA
 Jared C. Lee, PLA
 DATE: 01/06/2025 LIC. NO.: 44369



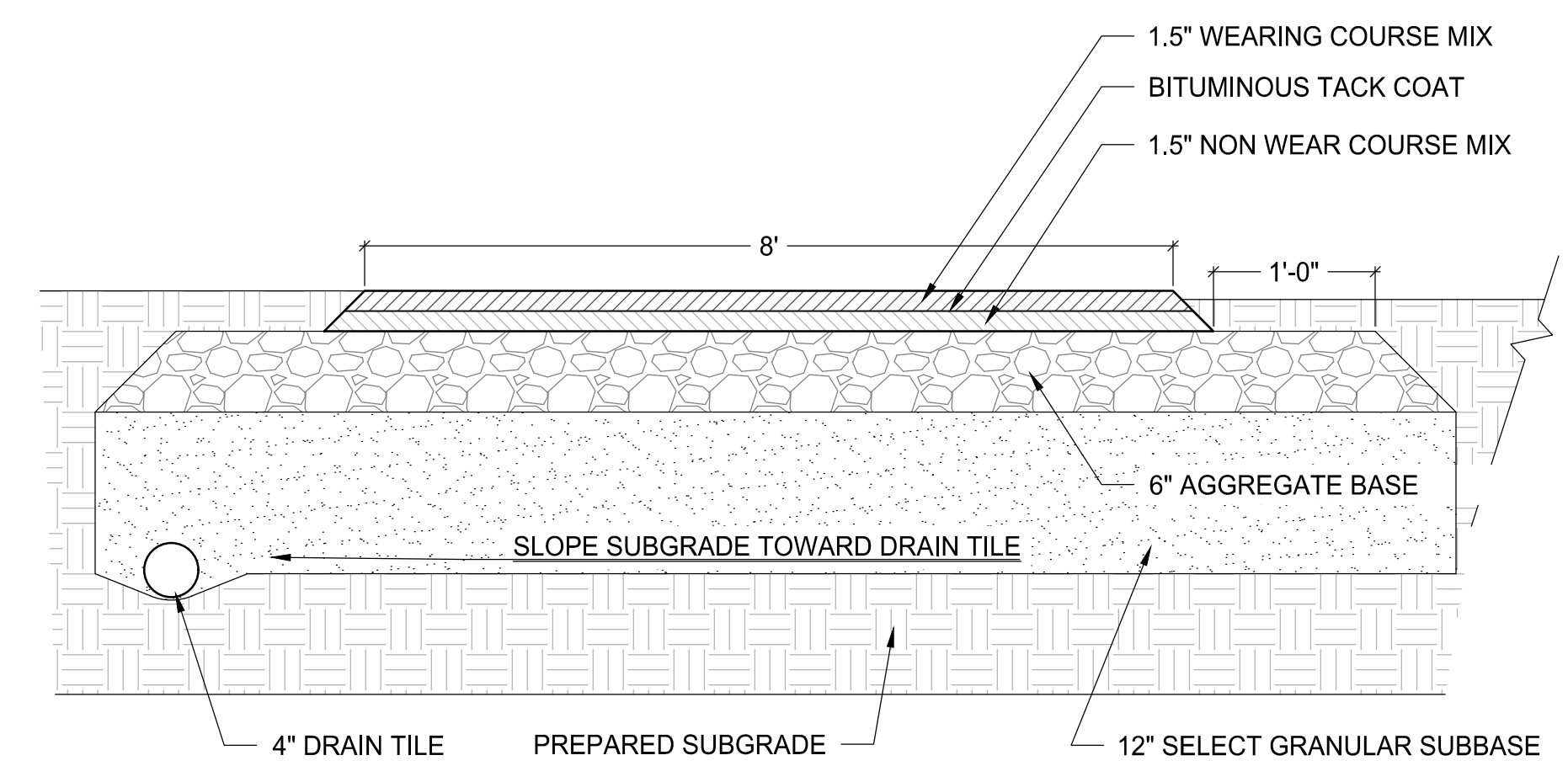
1 CROSSWALK DETAIL
 L5.1



2 TRAIL PAVEMENT - TYPE 1
 L5.1



3 TRAIL PAVEMENT - TYPE 2
 L5.1



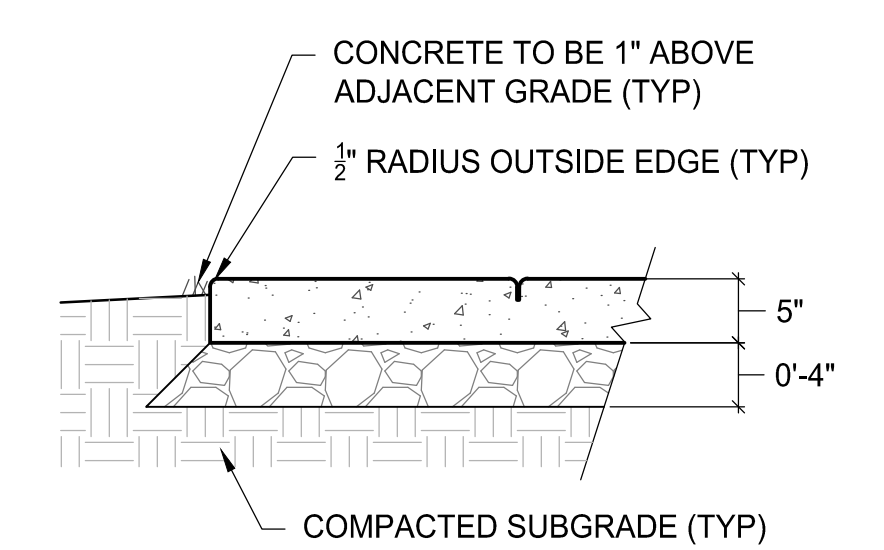
4 TRAIL PAVEMENT - TYPE 3
 L5.1

CONCRETE PLACEMENT NOTE:
 CONCRETE SHALL HAVE 1.0% MIN. / 1.5% MAX. CROSS-SLOPE IN DIRECTION OF POSITIVE DRAINAGE FLOW, UNLESS INDICATED OTHERWISE (TYP) - REFER ALSO TO GRADING PLANS FOR ADDITIONAL INFORMATION.

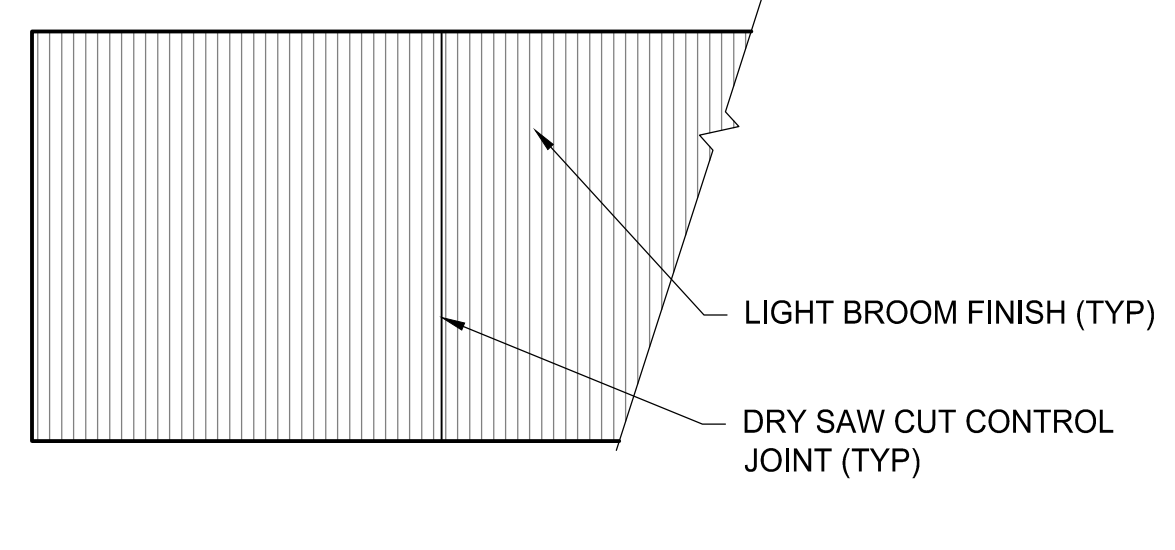
CONTROL JOINT NOTE:
 REFER TO PLAN FOR LOCATIONS OF JOINTS AND VERIFY WITH LA-E AT TIME OF CONSTRUCTION. CRACK CONTROL JOINTS SHALL EXTEND TO 3/4 THE THICKNESS OF THE CONCRETE. REPLACE CONTROL JOINT WITH 1/2\"/>

CONCRETE SECTION:
 5\"/>

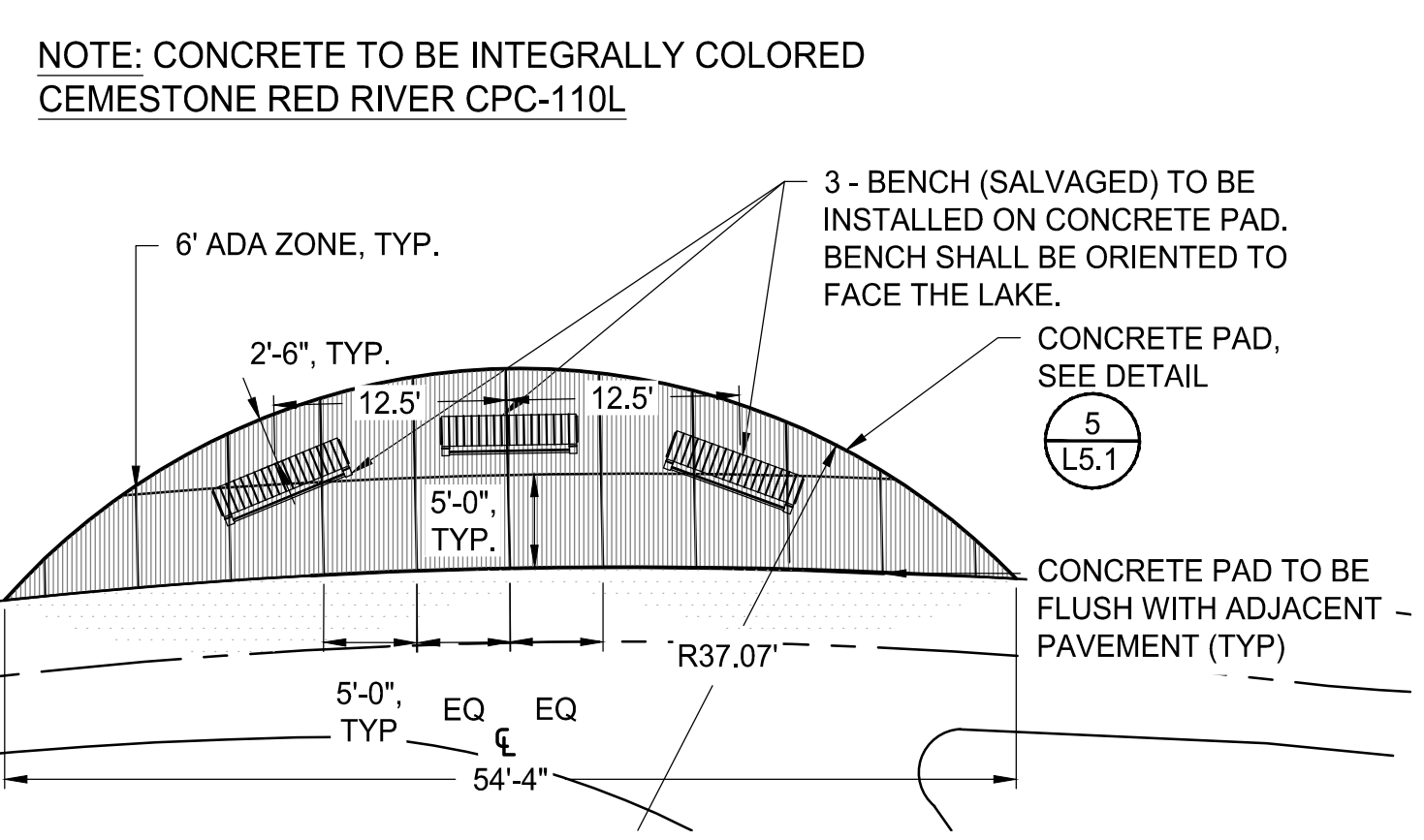
CONCRETE FINISH:
 LIGHT BROOM FINISH WITH DRY SAW CUT JOINTS (1/8\") (TYP) - REFER TO PLANS AND DETAILS FOR LOCATIONS



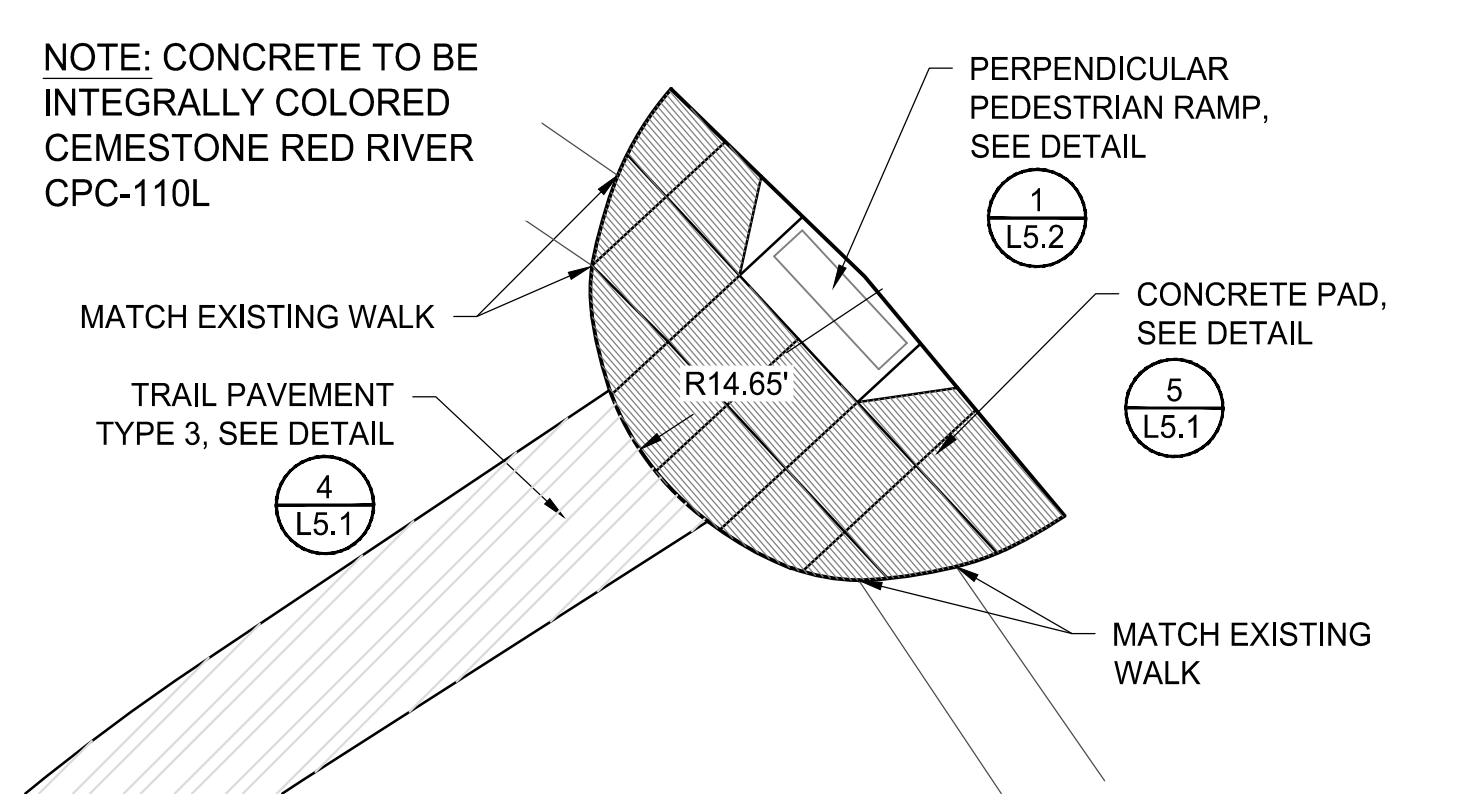
5 CONCRETE WALK DETAILS
 L5.1



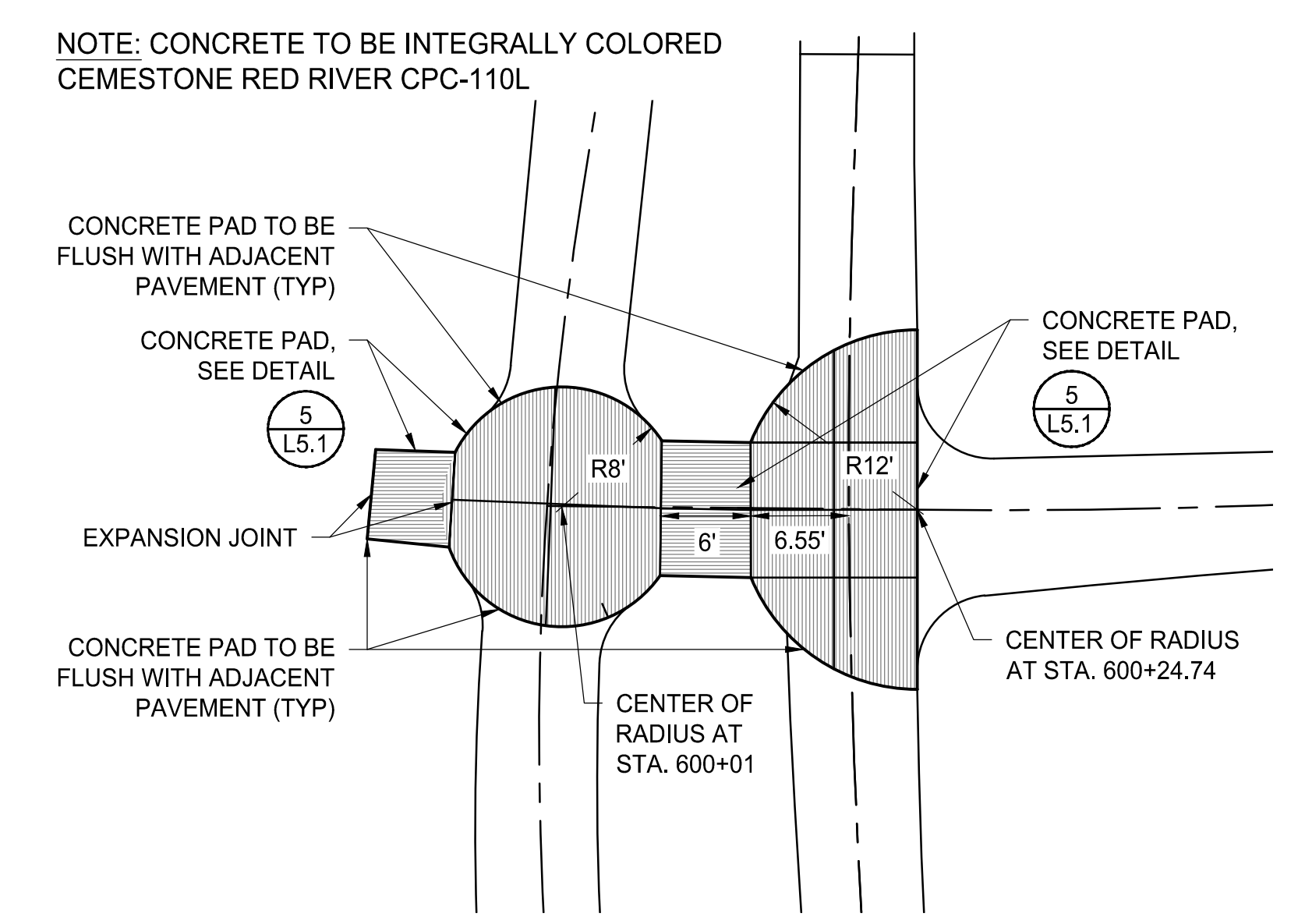
6 CONCRETE FINISH - PLAN VIEW



7 OVERLOOK SEATING AREA
 L5.1



8 NORTHEAST CONNECTION TRAIL PARK ENTRY PLAZA
 L5.1



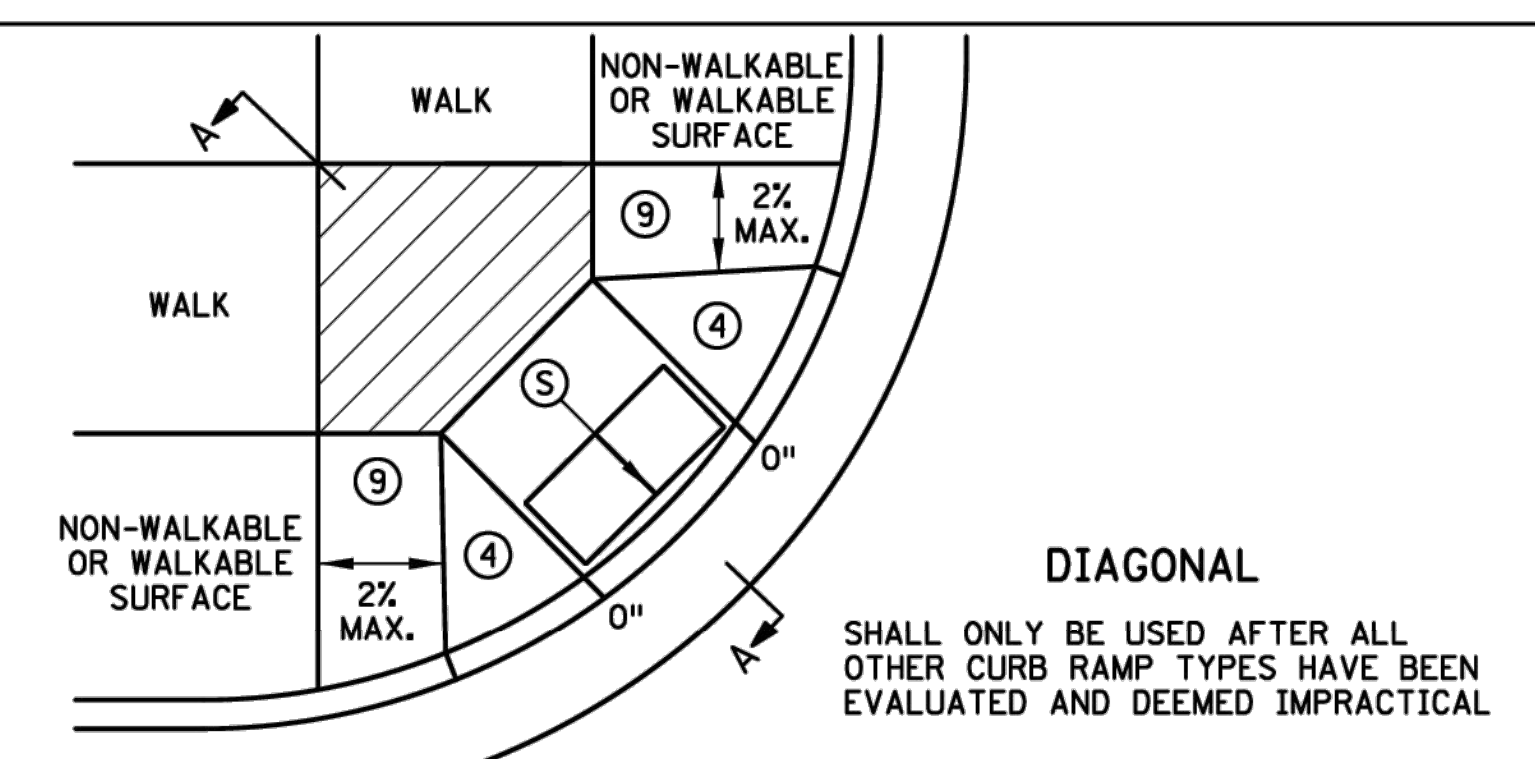
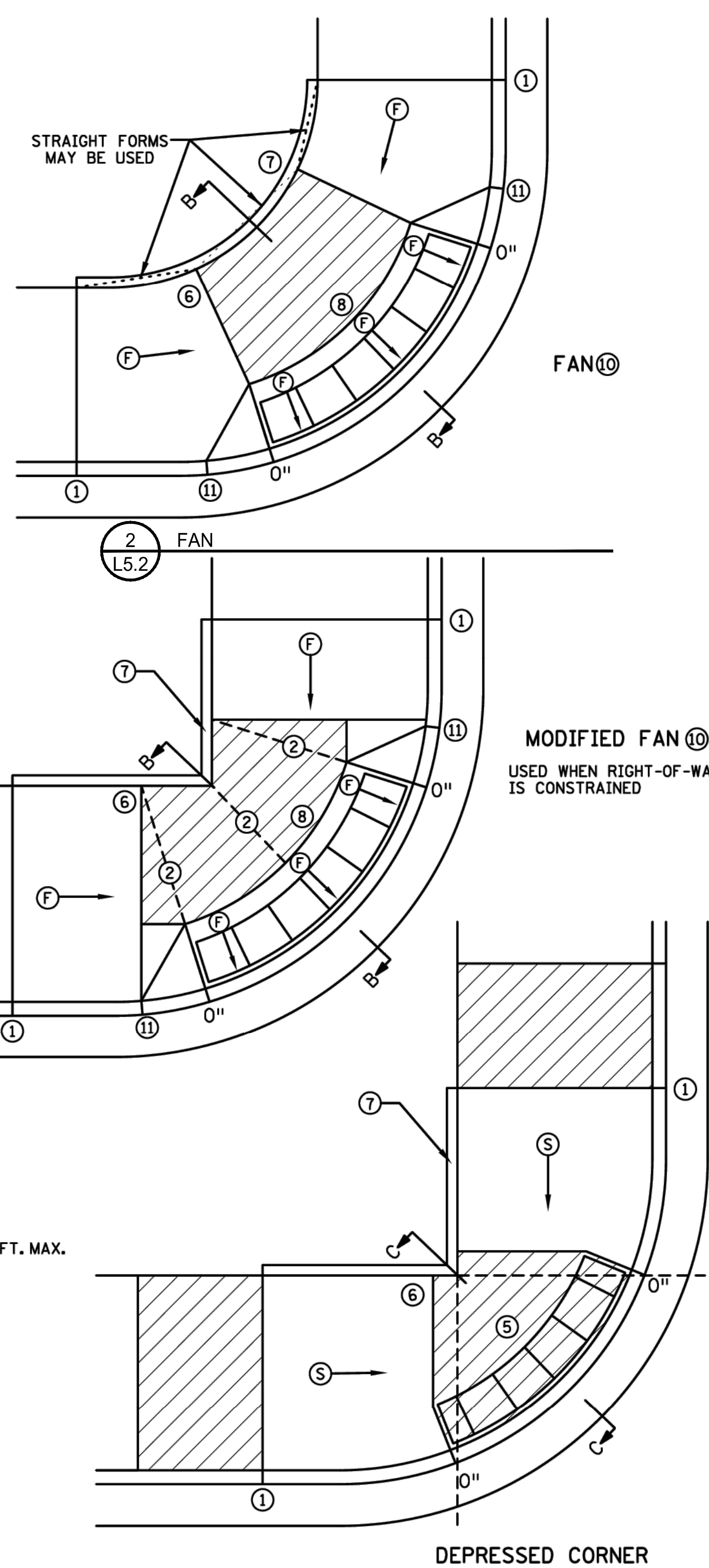
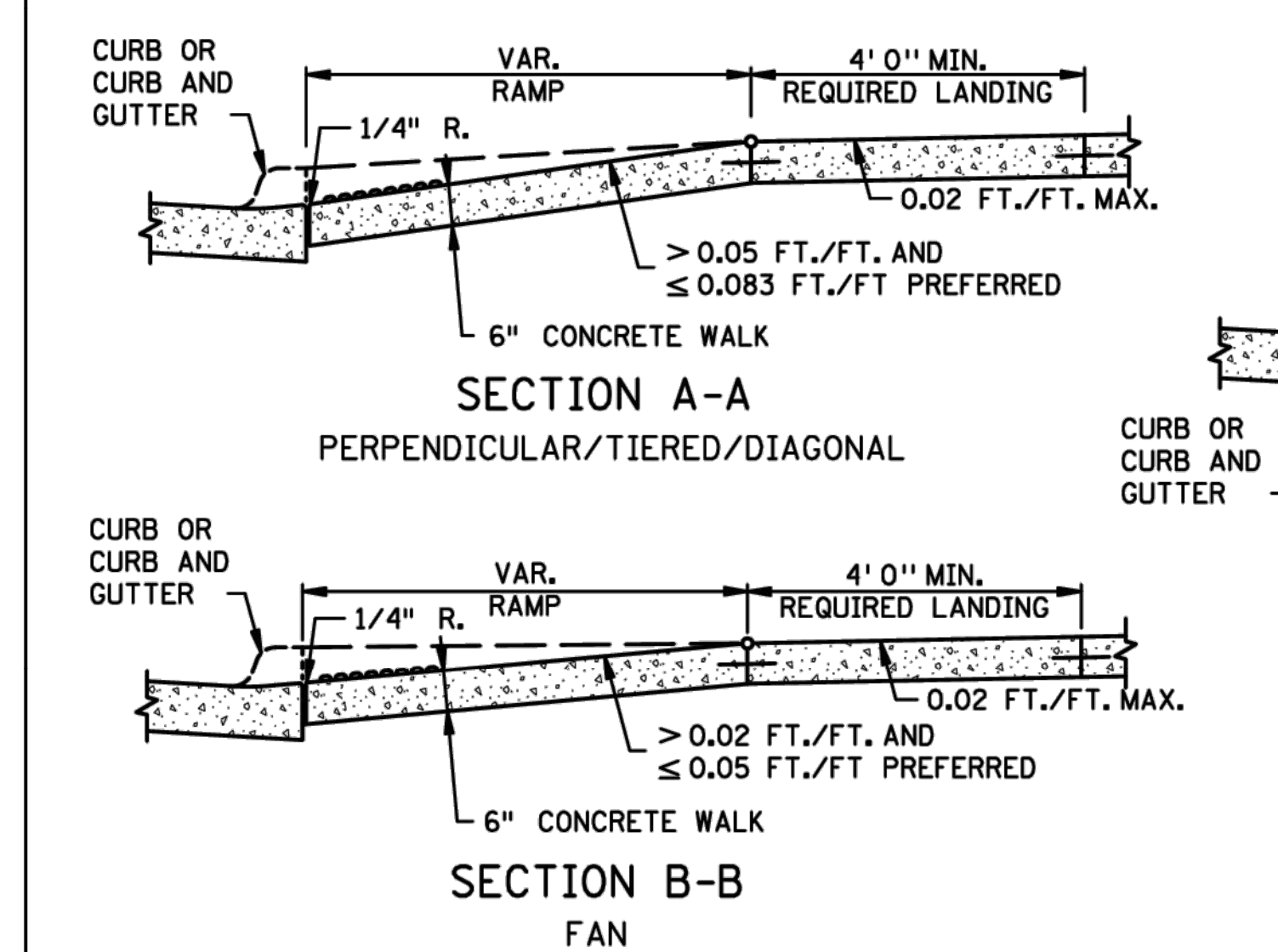
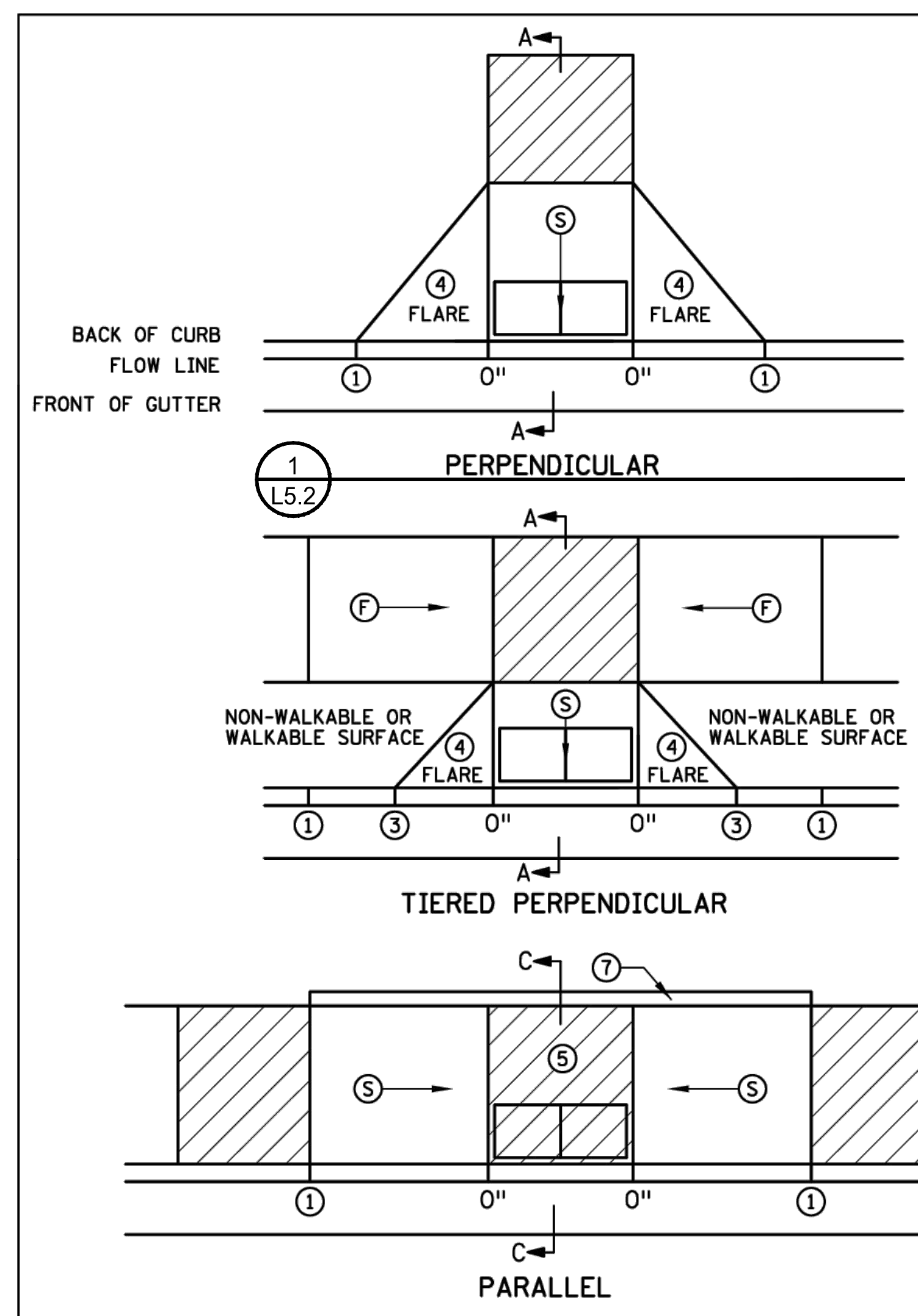
9 GAZEBO INTERSECTION
 L5.1

CONSTRUCTION DETAILS

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

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NO.	DATE	DESCRIPTION



NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE GREATER THAN 2%.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL RUNNING SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOPS OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL, THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH, (EXCEPT AS STATED IN 6) BELOW.

TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR, FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 OF 6 FOR ALL SEPARATELY POURED INITIAL LANDINGS.

WHEN SIDEWALK IS AT BACK OF CURB, TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE. MAINTAIN POSITIVE BOULEVARD DRAINAGE TO TOP OF CURB.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.

WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 3" FROM THE BACK OF CURB. RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.

(S) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.

(F) INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.

LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.

X" CURB HEIGHT

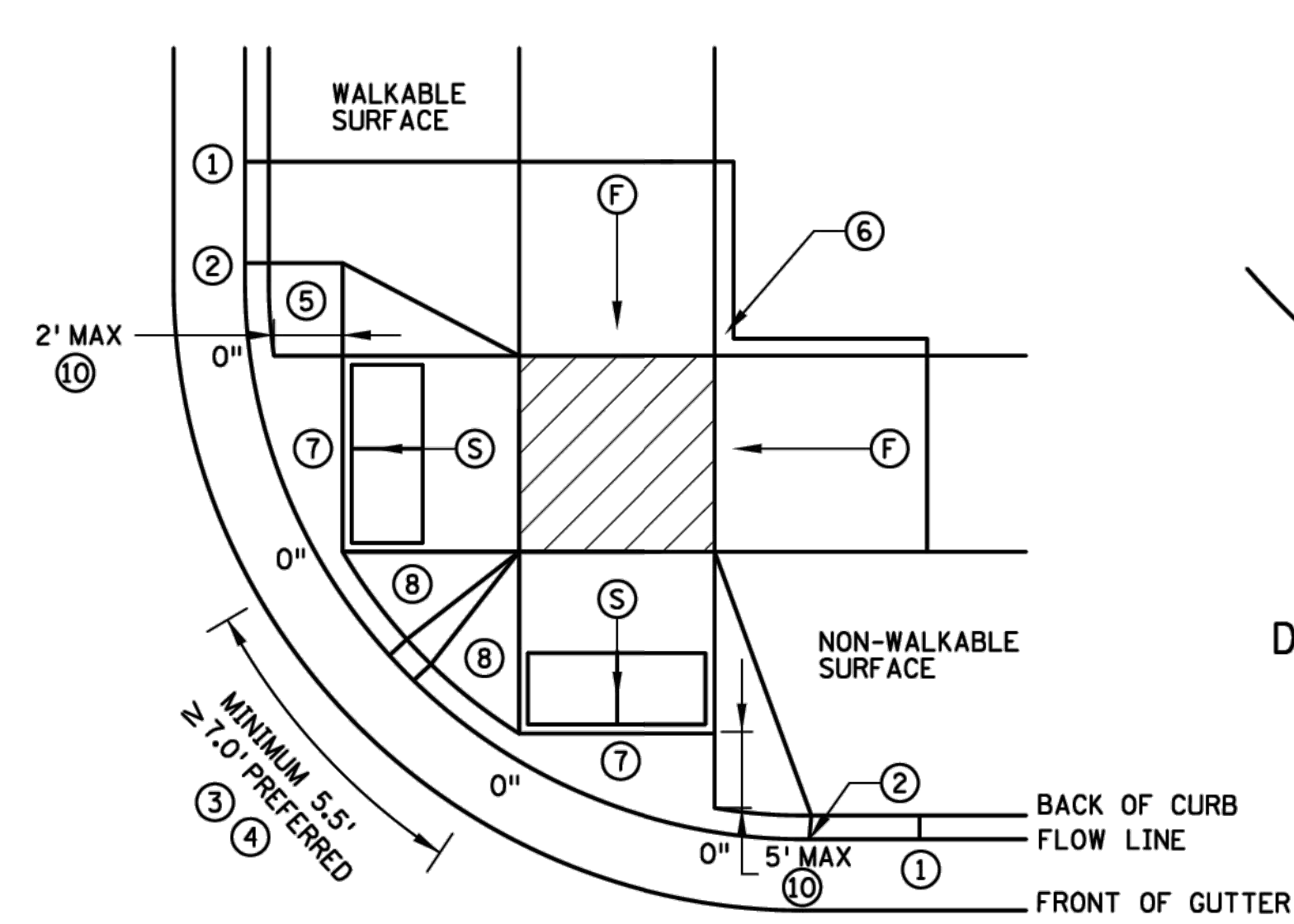
MNDOT PEDESTRIAN CURB RAMP DETAIL

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APPLE VALLEY, MN

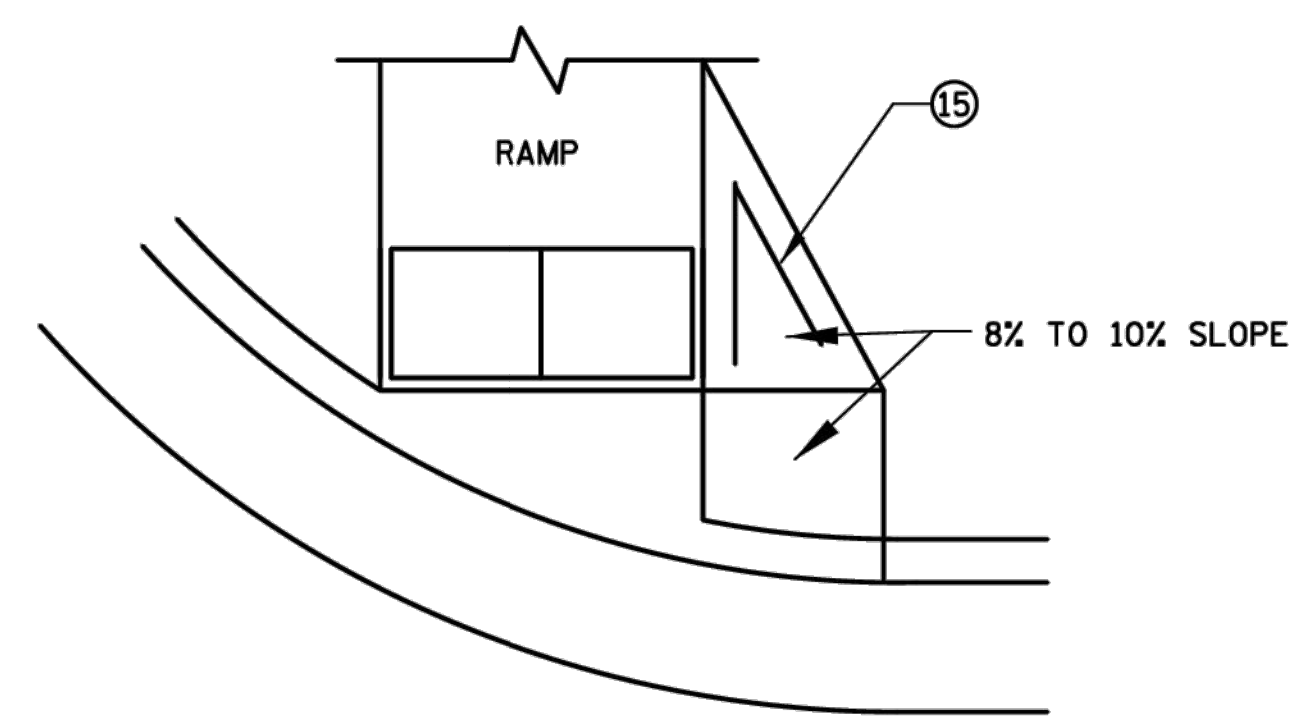
LEAD EXPERT OFFICE	JEFFREY PERKINS OPERATIONS DIVISION	PEDESTRIAN CURB RAMP DETAILS	APPROVED: 11-04-2021 REVISED:	THOMAS STYRBICKI STATE DESIGN ENGINEER	STANDARD PLAN 5-297.250	1 OF 6
		STANDARD PLAN	STATE PROJ. NO.	SHEET NO.		
			TRUNK HWY.	TOTAL SHEETS		

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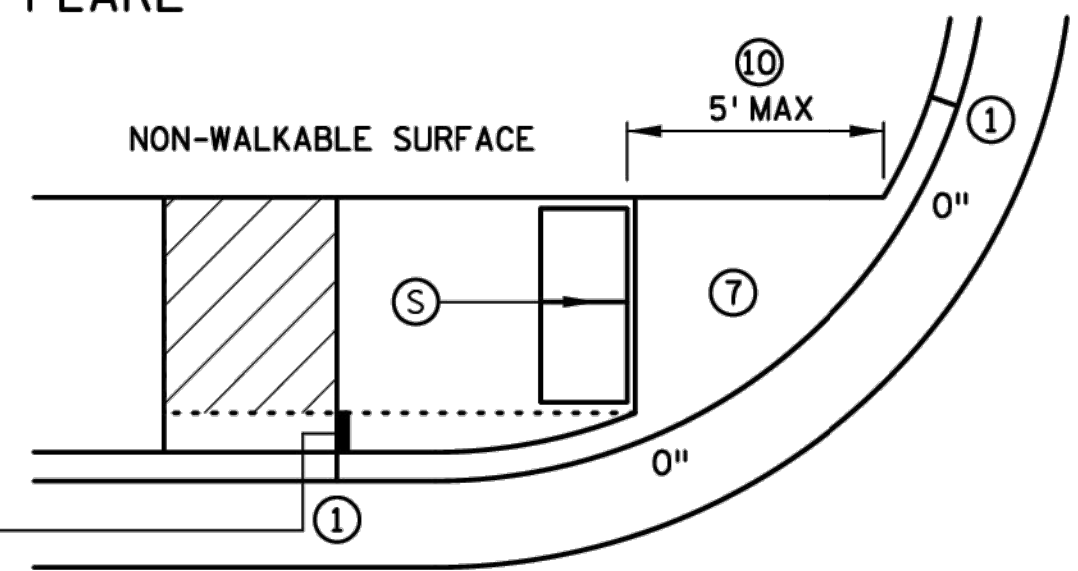


COMBINED DIRECTIONAL

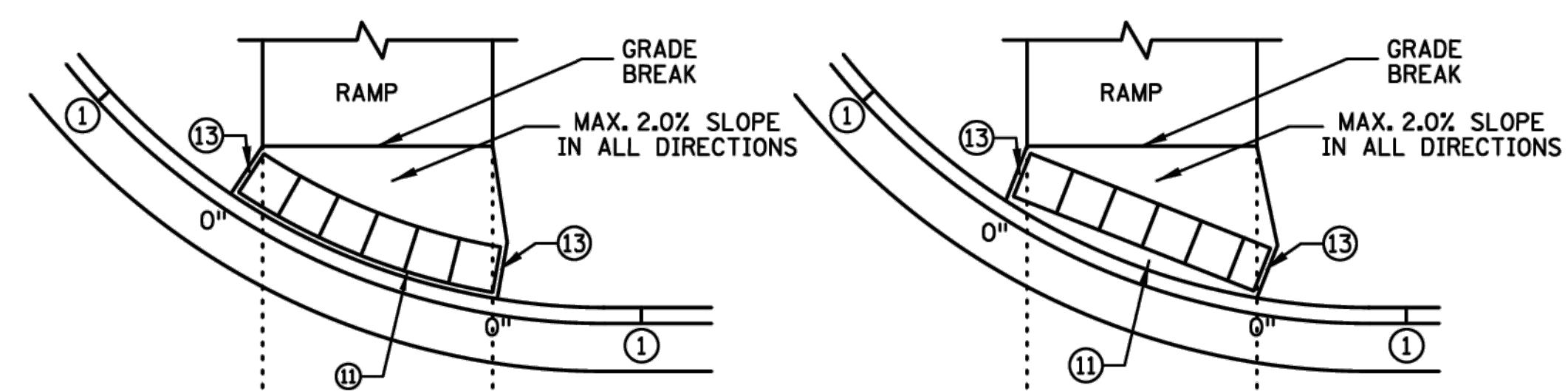


DIRECTIONAL RAMP WALKABLE FLARE

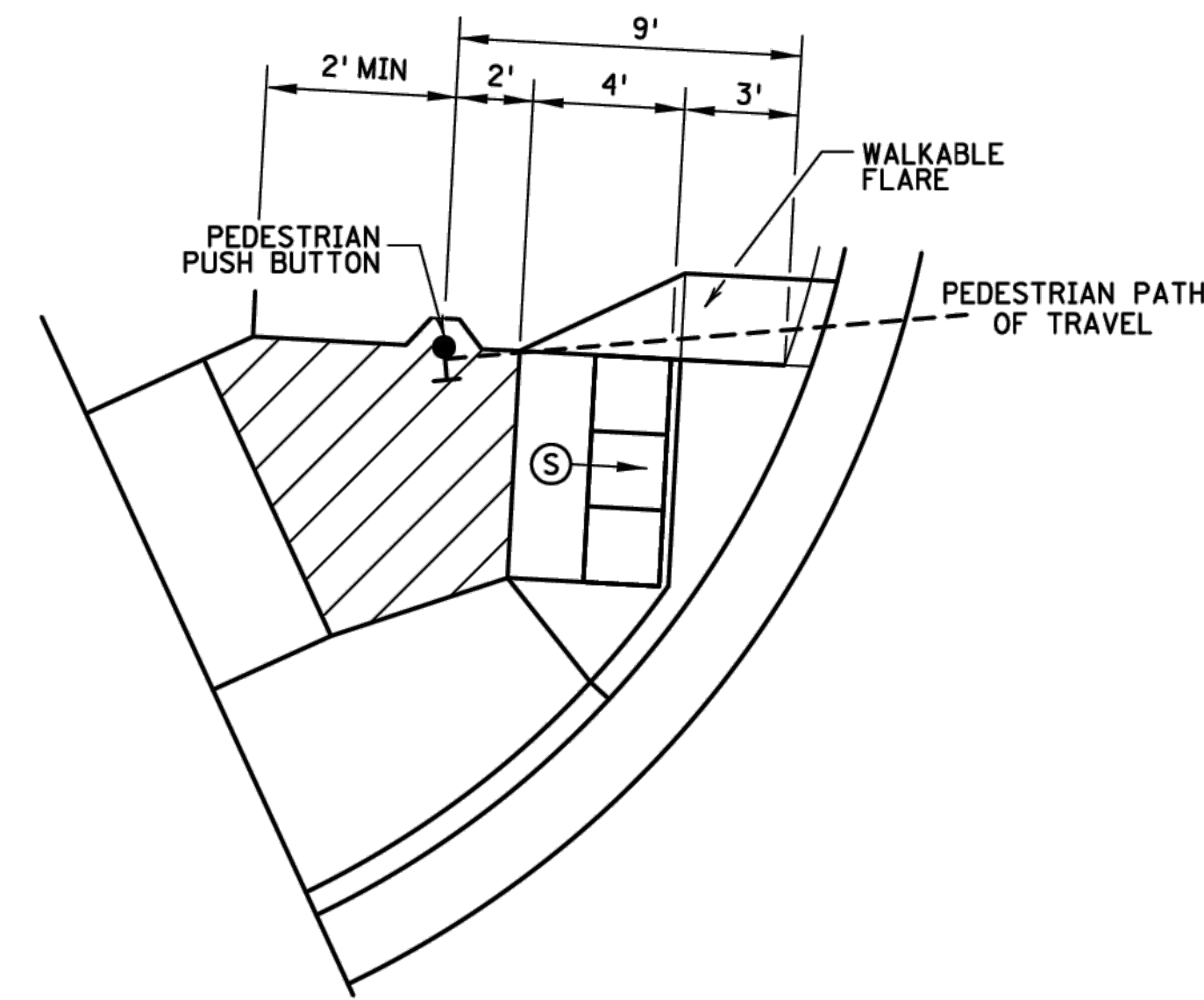
IF NON-CONCRETE BLVD. IS CONSTRUCTED AND IS LESS THAN 2' IN WIDTH AT TOP OF CURB TRANSITION, PAVE CONCRETE RAMP WIDTH TO ADJACENT BACK OF CURB.



STANDARD ONE-WAY DIRECTIONAL (9)

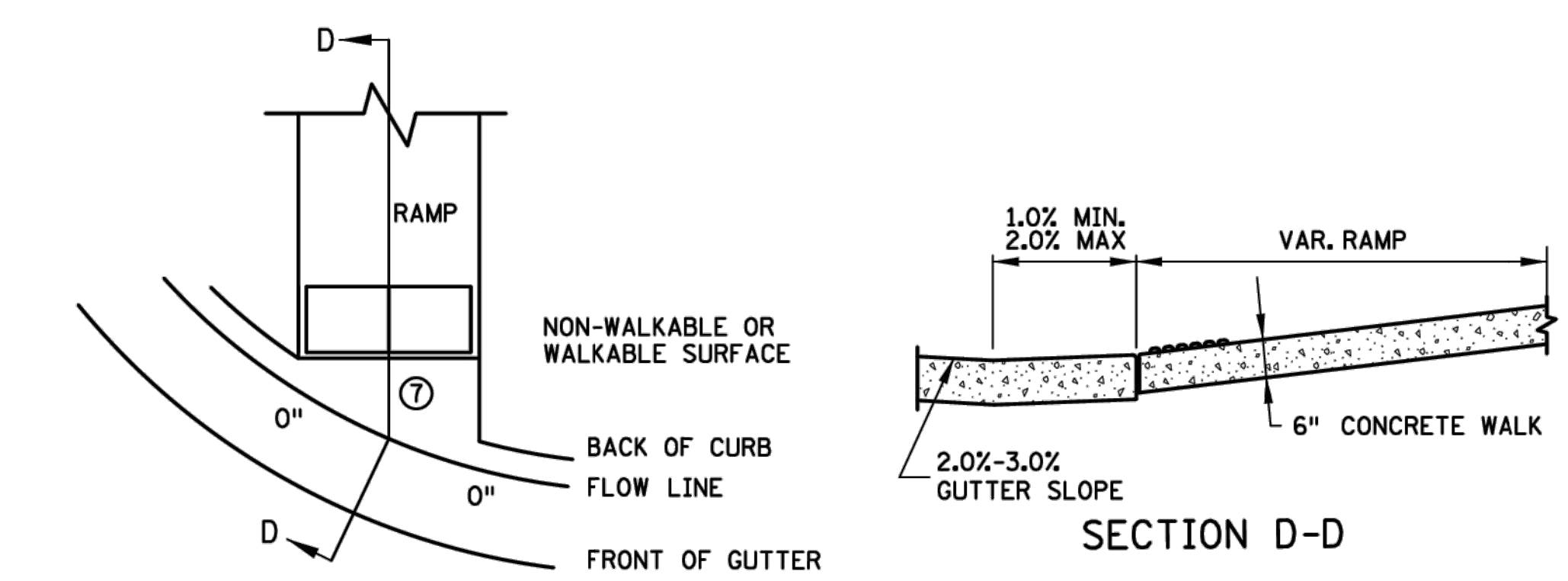


ONE-WAY DIRECTIONAL WITH DETECTABLE WARNING AT BACK OF CURB



SEMI-DIRECTIONAL RAMP (3, 4, 9)

3' DOME SETBACK, 4' LONG RAMP AND PUSH BUTTON 9' FROM THE BACK OF CURB PRIMARILY USED FOR APS APPLICATIONS WHERE THE PAR DOES NOT CONTINUE PAST THE PUSH BUTTON (DEAD-END SIDEWALK)



CURB FOR DIRECTIONAL RAMPS (14)

NOTES:

- LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND IF THE APPROACHING WALK IS INVERSE GRADE.
- INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 15' FROM THE BACK OF CURB, WITH 6' FROM THE BACK OF CURB BEING THE PREFERRED DISTANCE, ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.
- SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL SLOPE IS GREATER THAN 5.0%.
- CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR. 1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.
- ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL. THUS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH.
- TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED, LANDINGS SHALL BE CAST SEPARATELY, FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 6 AND THE ADA SPECIAL PROVISION (PROSECUTION OF WORK).
- TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.
- WHEN THE BOULEVARD IS 4' WIDE OR LESS, THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.
- ALL RAMP TYPES SHOULD HAVE A MINIMUM 3' LONG RAMP LENGTH.
- 4" MINIMUM WIDTH OF DETECTABLE WARNING IS REQUIRED FOR ALL RAMPS. DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN. OF 24" IN THE PATH OF TRAVEL. DETECTABLE WARNING TO COVER THE ENTIRE PAR WIDTH OF SHARED-USE PATHS AND THE ENTIRE PAR WIDTH OF THE WALK WITH THE EXCEPTION OF 3" MAXIMUM ON EACH OUTSIDE EDGE WHICH ENSURES THE DETECTABLE WARNINGS ARE ENCASED IN CONCRETE WHEN ADJACENT TO TURF. WHEN ADJACENT TO CONCRETE FLARES 0" - 3" OFFSET IS ALLOWED.
- WHEN DESIGNING OR ORDERING RECTANGULAR DETECTABLE WARNING SURFACES SHOULD BE 6" LESS THAN THE INCOMING PAR. ARC LENGTH OF THE RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.
- RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 3" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB. SEE NOTES (10) & (11) FOR INFORMATION REGARDING RECTANGULAR DETECTABLE WARNING PLACEMENT.
- (1) MATCH FULL CURB HEIGHT.
- (2) 3" HIGH CURB WHEN USING A 3' LONG RAMP
4" HIGH CURB WHEN USING A 4' LONG RAMP.
- (3) 3" MINIMUM CURB HEIGHT (5.5' MIN. DISTANCE REQUIRED BETWEEN DOMES)
4" PREFERRED (7' MIN. DISTANCE REQUIRED BETWEEN DOMES).
- (4) THE "BUMP" IN BETWEEN THE RAMPS SHOULD NOT BE IN THE PATH OF TRAVEL FOR COMBINED DIRECTIONAL RAMPS. IF THIS OCCURS MODIFY THE RAMP LOCATION OR SWITCH RAMP TO A FAN/DEPRESSED CORNER.
- (5) WHEN USING CONCRETE PAVED FLARES ON THE OUTSIDE OF DIRECTIONAL RAMPS, AND ADJACENT TO A WALKABLE SURFACE, DIRECTIONAL RAMP FLARES SHALL BE USED. SEE THE DETAIL ON THIS SHEET.
- (6) GRADING SHALL ALWAYS BE USED WHEN FEASIBLE. V CURB, IF USED, SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS. WHEN ADJACENT TO PARKING LOTS, CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED OVER V CURB TO REDUCE TRIPPING HAZARDS AND FACILITATE SNOW & ICE REMOVAL.
- (7) MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB AND GUTTER.
- (8) 8% TO 10% WALKABLE FLARE.
- (9) PLACE DOMES AT THE BACK OF CURB WHEN ALLOWABLE SETBACK CRITERIA IS EXCEEDED.
- (10) FRONT EDGE OF DETECTABLE WARNING SHALL BE SET BACK 2' MAXIMUM WHEN ADJACENT TO WALKABLE SURFACE AND 5' MAXIMUM WHEN ADJACENT TO NON-WALKABLE SURFACE WITH ONE CORNER SET 3" FROM BACK OF CURB. A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.
- (11) RECTANGULAR DETECTABLE WARNINGS MAY BE SETBACK UP TO 9" FROM THE BACK OF CURB WITH CORNERS SET 3" FROM BACK OF CURB. IF 9" SETBACK IS EXCEEDED USE RADIAL DETECTABLE WARNINGS.
- (12) FOR DIRECTIONAL RAMPS WITH THE DETECTABLE WARNINGS PLACED AT THE BACK OF CURB, THE DETECTABLE WARNINGS SHALL COVER THE ENTIRE WIDTH OF THE WALK/PATH. THIS ENSURES A DETECTABLE EDGE AND HELPS ELIMINATE THE CURB TAPER OBSTRUCTING THE PATH OF PEDESTRIAN TRAVEL.
- (13) THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE BACK OF CURB. MAINTAIN 3" BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
- (14) TO BE USED FOR ALL DIRECTIONAL RAMPS, EXCEPT WHERE DOMES ARE PLACED ALONG THE BACK OF CURB.
- (15) PLACE 2 NO. 4 BARS 4 INCHES FROM SIDE OF FORMS WITH A MINIMUM 2 INCHES OF CONCRETE COVER ALONG EACH SIDE OF FLARE (INCIDENTAL).

LEGEND	
THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.	
(S)	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
(F)	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 2.0% AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%.
(Hatched Area)	LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PAR.
X"	CURB HEIGHT

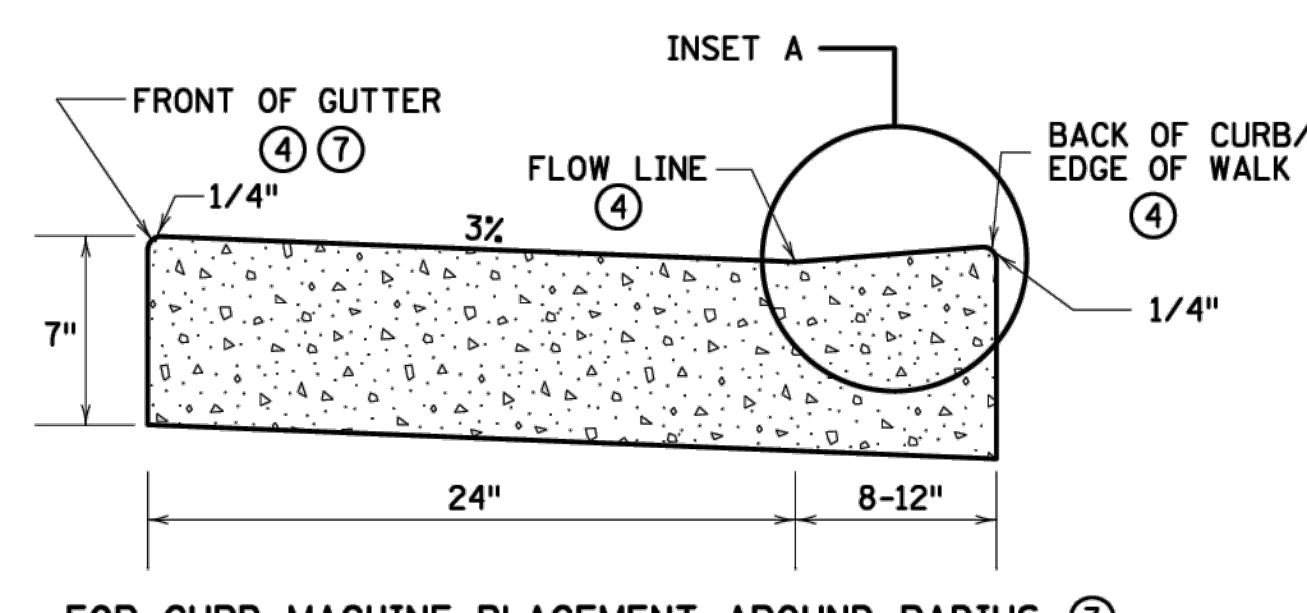
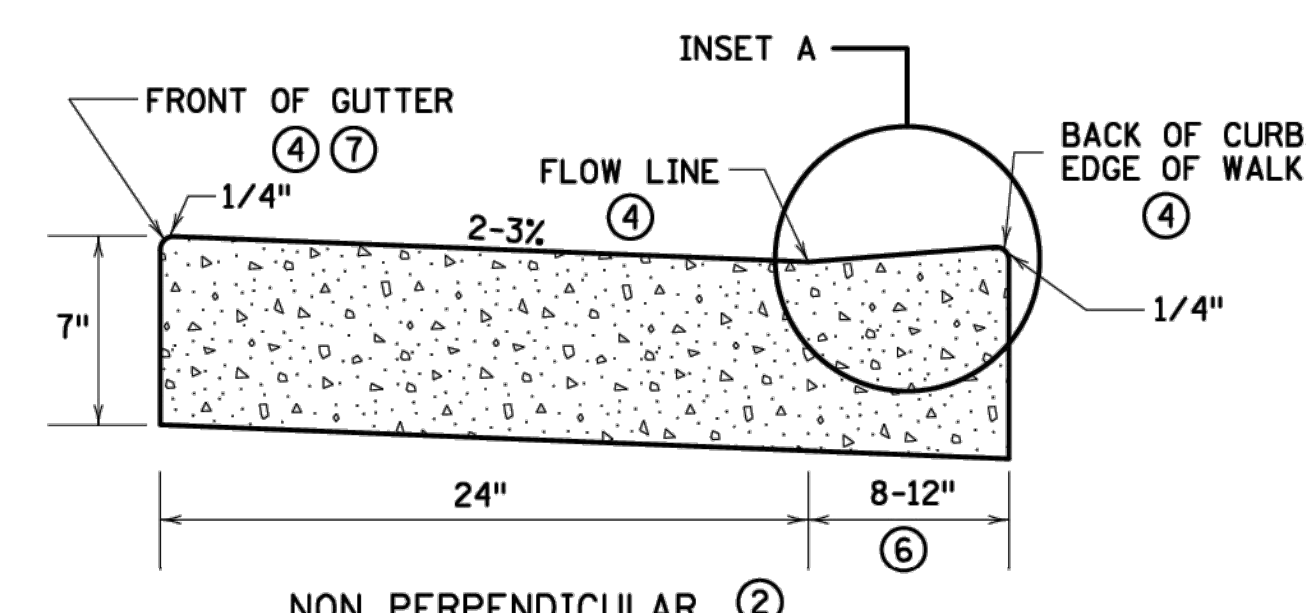
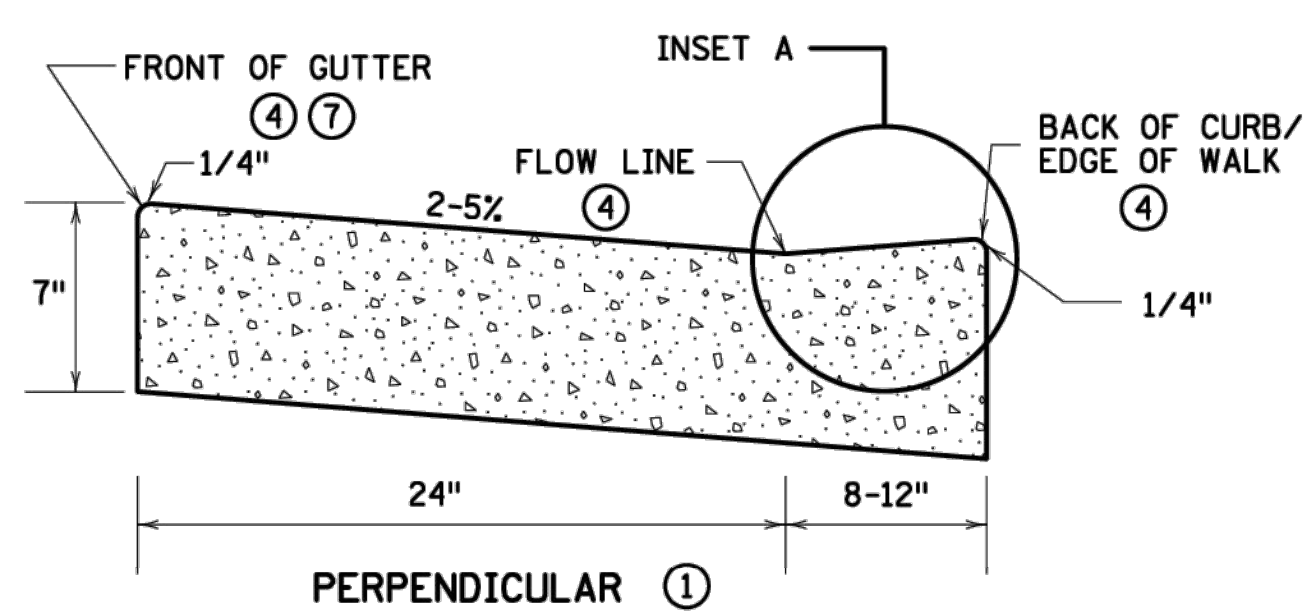
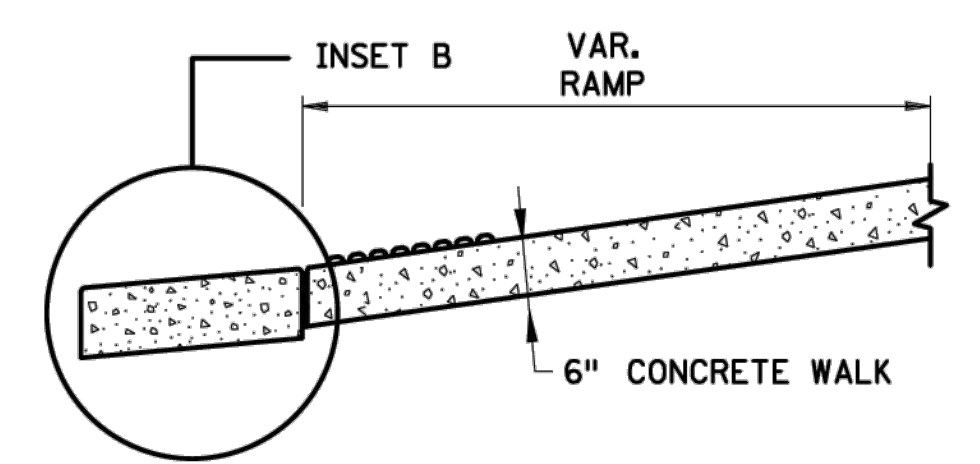
LEAD EXPERT OFFICE	JEFFREY PERKINS OPERATIONS DIVISION	PEDESTRIAN CURB RAMP DETAILS	APPROVED: 11-04-2021 REVISED:	THOMAS STYRBICKI STATE DESIGN ENGINEER	STANDARD PLAN 5-297.250	2 OF 6
DEPARTMENT OF TRANSPORTATION			STANDARD PLAN	STATE PROJ. NO.	SHEET NO.	
				TRUNK HWY.	TOTAL SHEETS	

MNDOT PEDESTRIAN CURB RAMP DETAIL

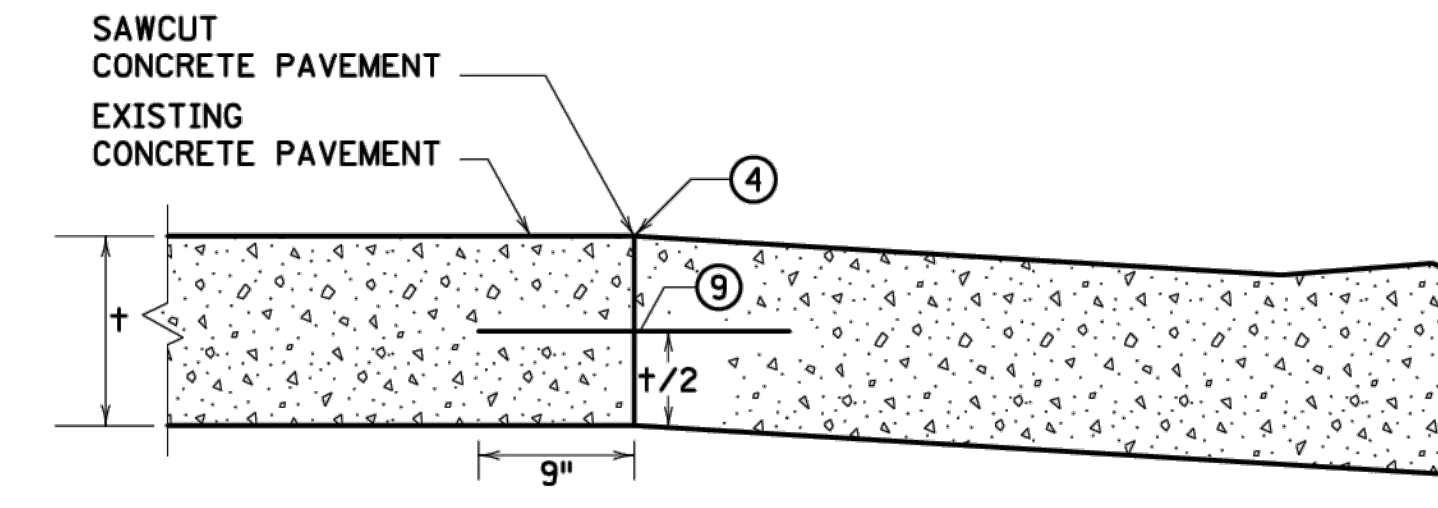
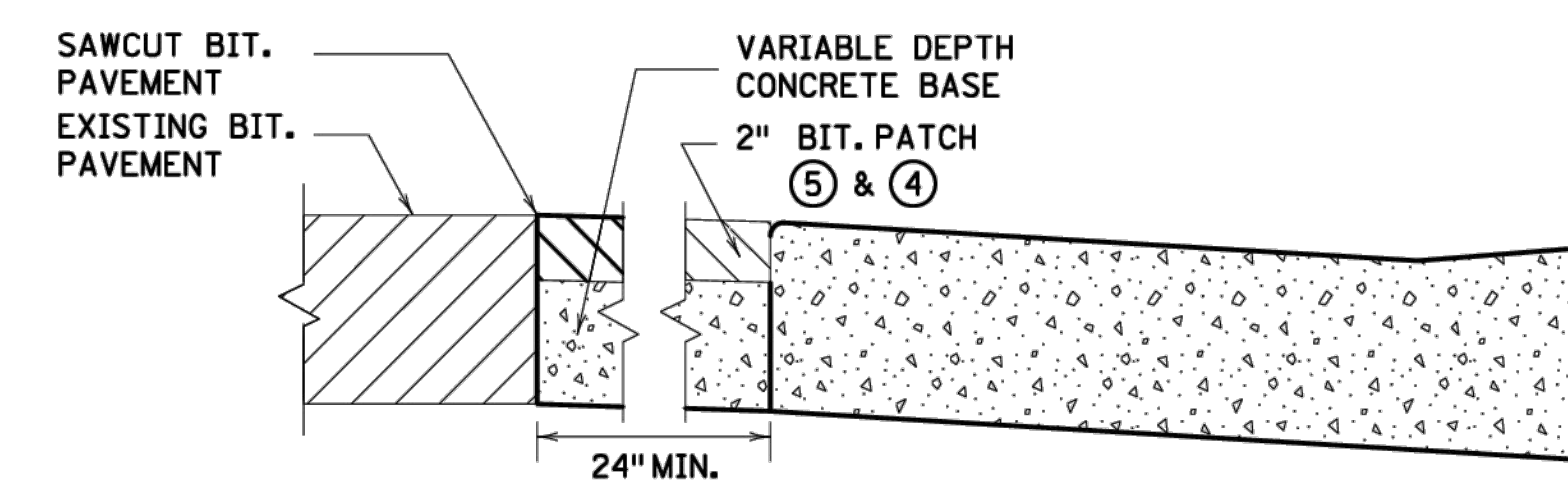
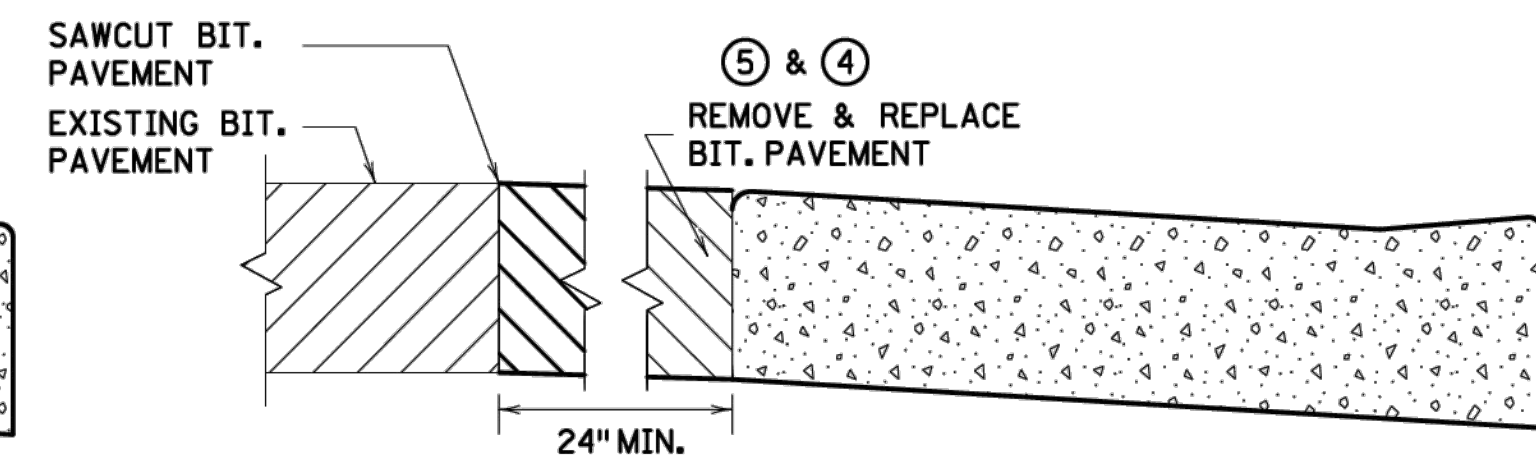
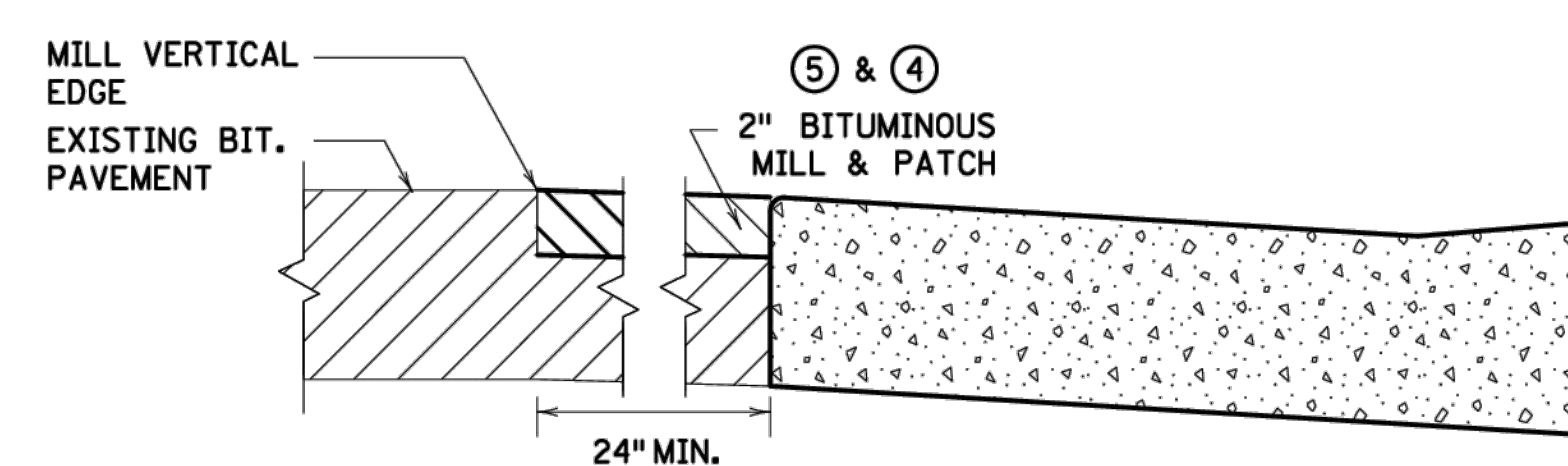
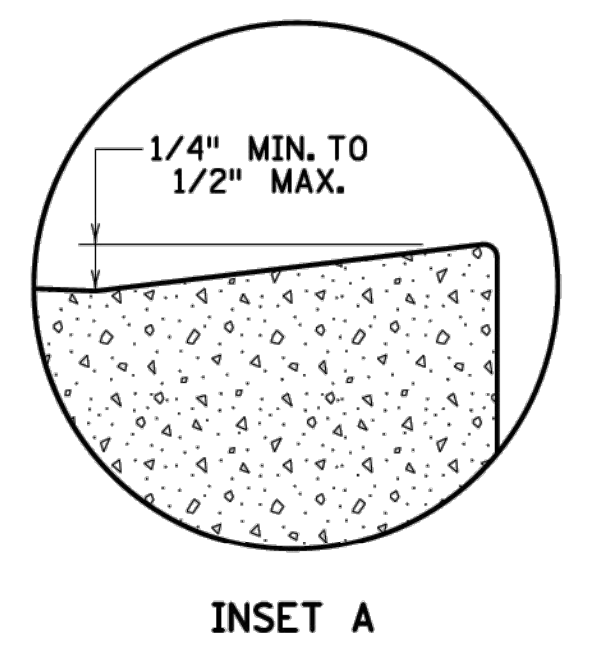
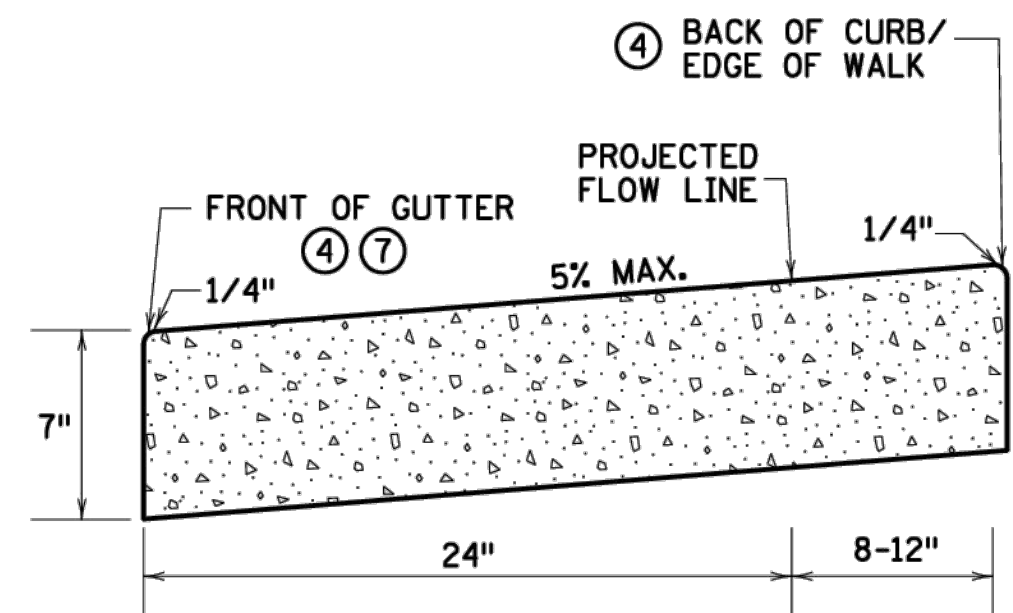
COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

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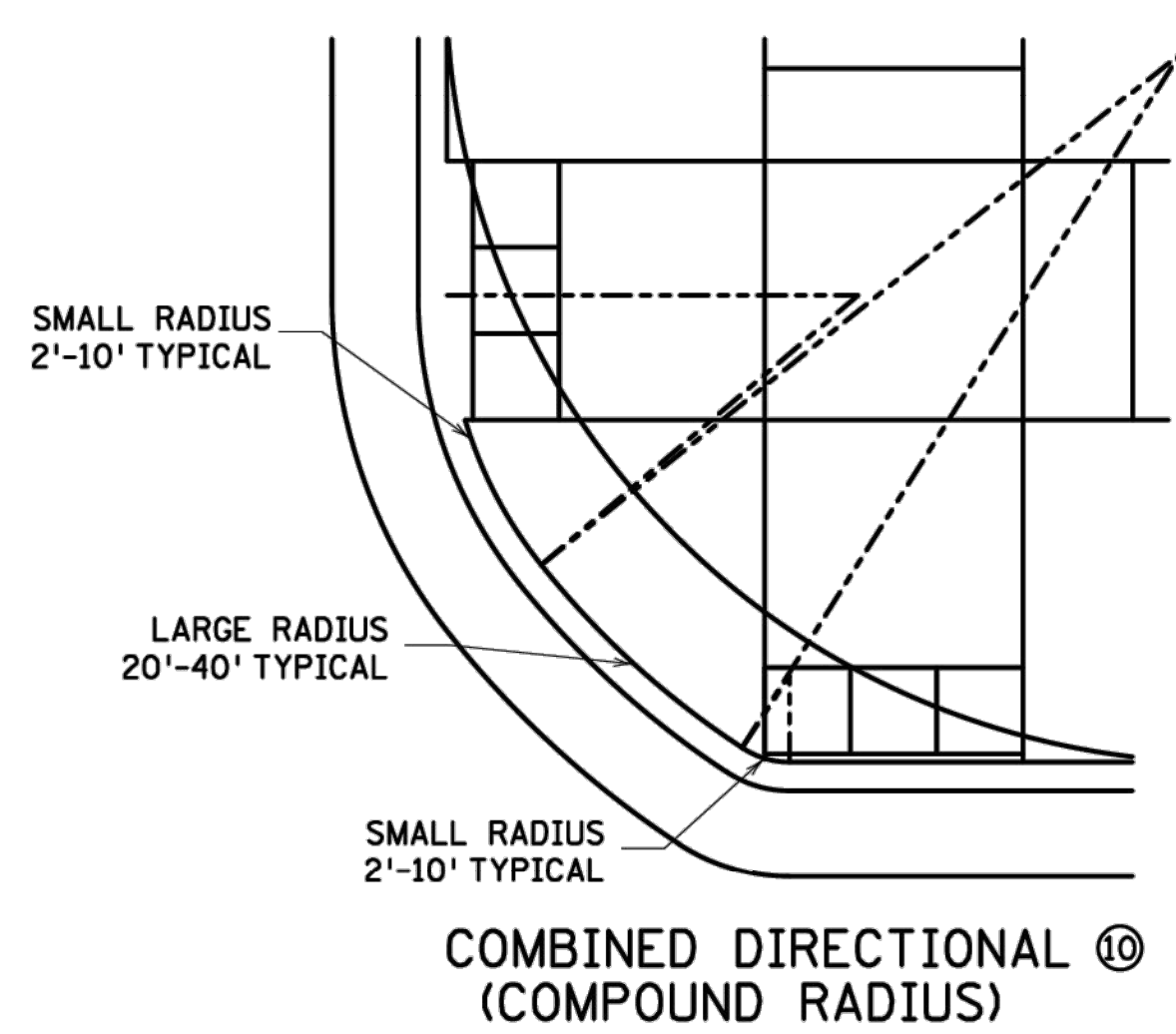
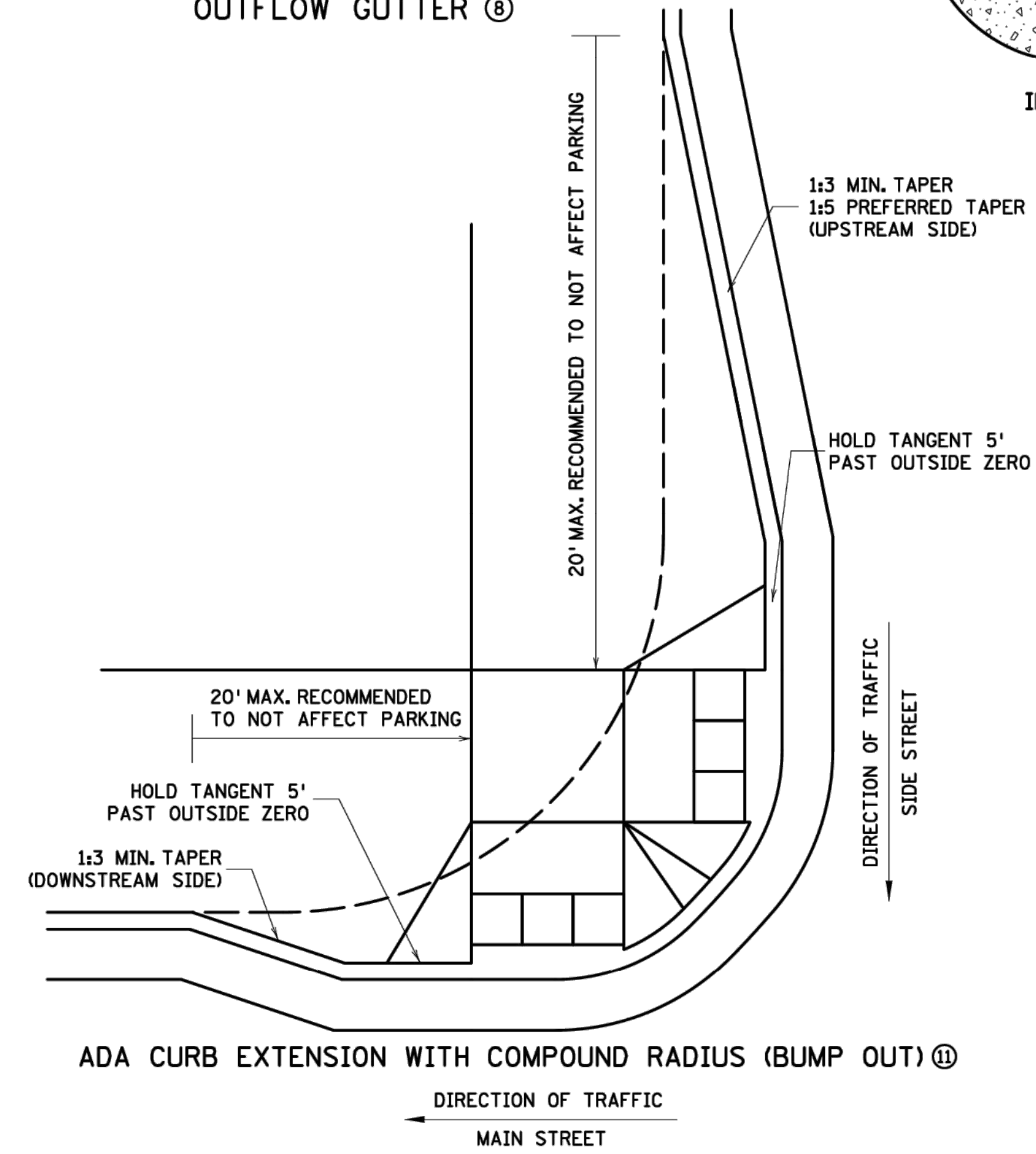
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PEDESTRIAN ACCESS ROUTE CURB & GUTTER DETAIL



PAVEMENT TREATMENT OPTIONS IN FRONT OF CURB & GUTTER FOR USE ON CURB RAMP RETROFITS



- NOTES:**
 POSITIVE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM. NO PONDING SHALL BE PRESENT IN THE PAR.
 ANY VERTICAL LIP THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.
- FOR USE AT CURB CUTS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: PERPENDICULAR, TIERED PERPENDICULAR, PARALLEL, AND DIAGONAL RAMPS.
 - FOR USE AT CURB RAMPS WHERE THE PEDESTRIAN'S PATH OF TRAVEL IS ASSUMED NON PERPENDICULAR TO THE GUTTER FLOW LINE. RAMP TYPES INCLUDE: FANS & DEPRESSED CORNERS.
 - BEGIN GUTTER SLOPE TRANSITION 10' OUTSIDE OF ALL CURB RAMPS.
 - THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".
 - ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.
 - VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS. SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.
 - TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION. TOP 1.5" OF THE GUTTER FACE MUST BE A FORMED EDGE. PAR GUTTER SHALL NOT BE OVERLAID.
 - SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.
 - DRILL AND GROUT NO. 4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 1' MINIMUM FROM ALL JOINTS.
 - HELPS PROVIDE TWO SEPARATE RAMPS, REDUCES THE DOME SETBACK LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS RADIUS DESIGN CLOSELY FOLLOWS THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.
 - CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS, USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS AVAILABLE. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INTERSECTIONS WHERE SPACE IS LIMITED. PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.

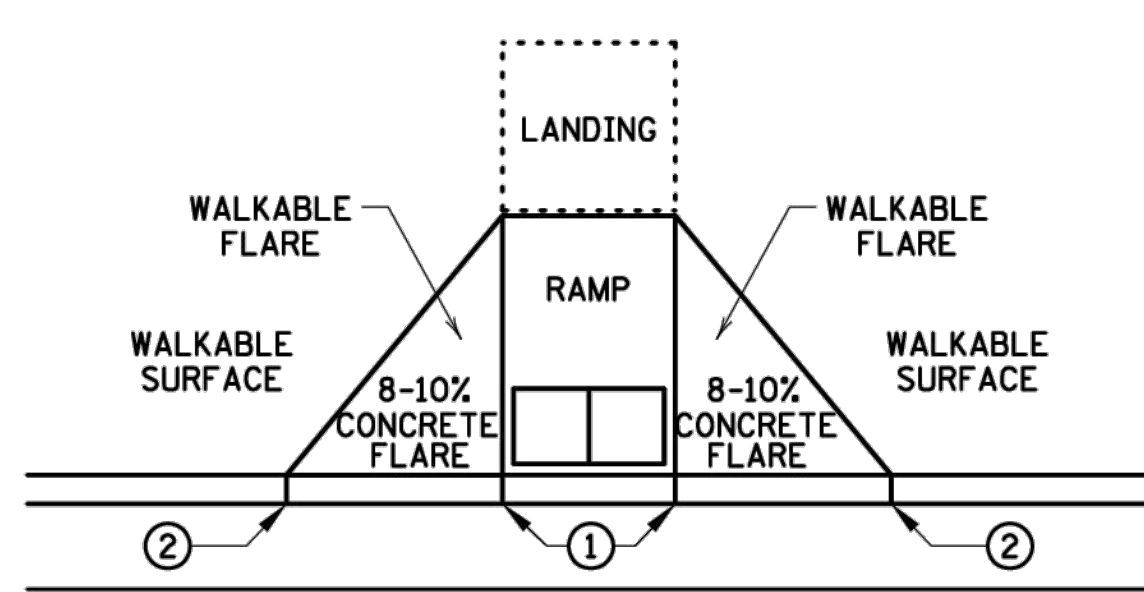
MNDOT PEDESTRIAN CURB RAMP DETAIL

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

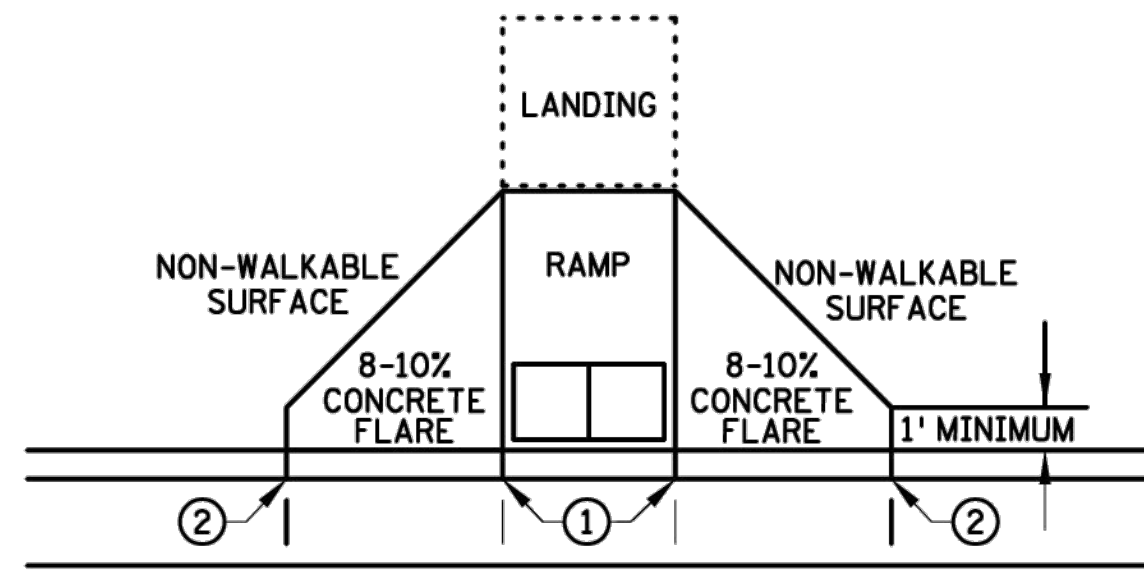
LEAD EXPERT OFFICE	JEFFREY PERKINS OPERATIONS DIVISION	PEDESTRIAN CURB RAMP DETAILS	APPROVED: 11-04-2021 REVISED:	THOMAS STYRBICKI STATE DESIGN ENGINEER	STANDARD PLAN 5-297.250	3 OF 6
		STANDARD PLAN	STATE PROJ. NO.	SHEET NO.		
			TRUNK HWY.	TOTAL SHEETS		

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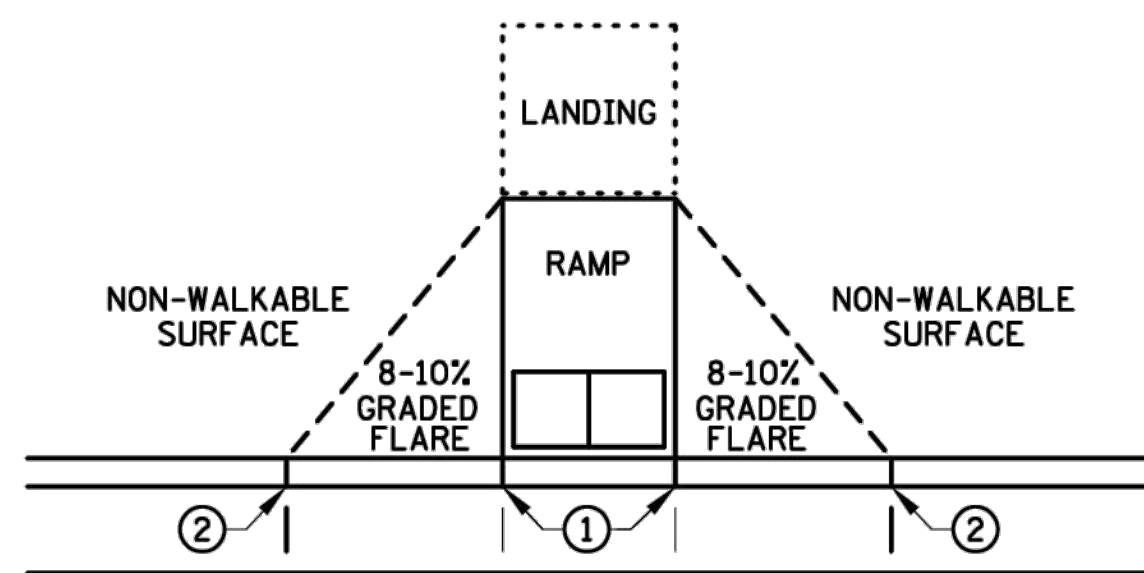
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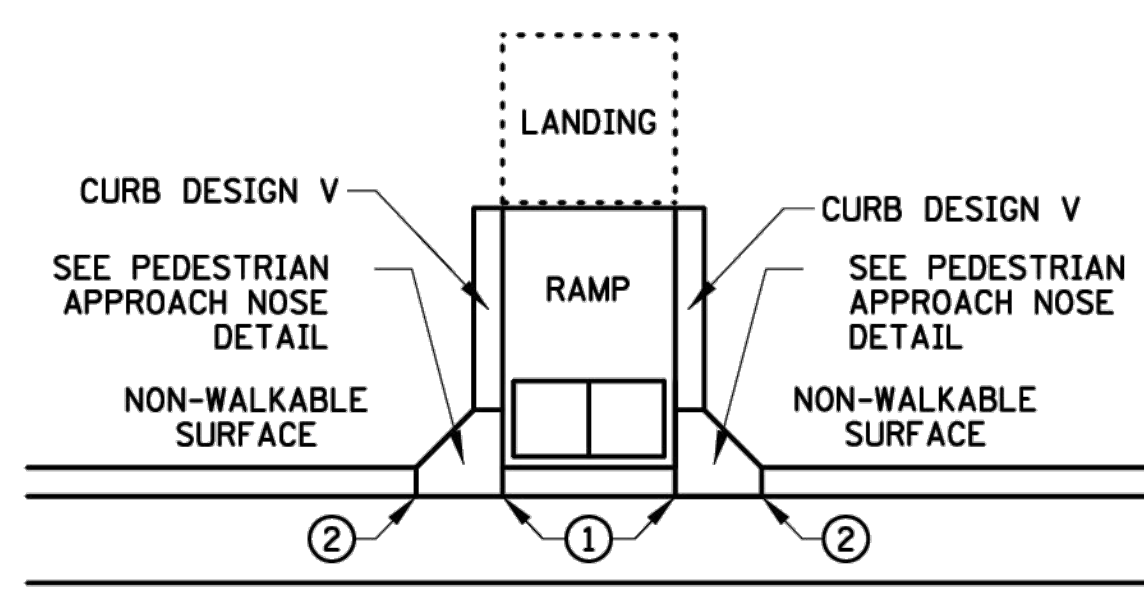
PAVED FLARES ADJACENT TO WALKABLE SURFACE



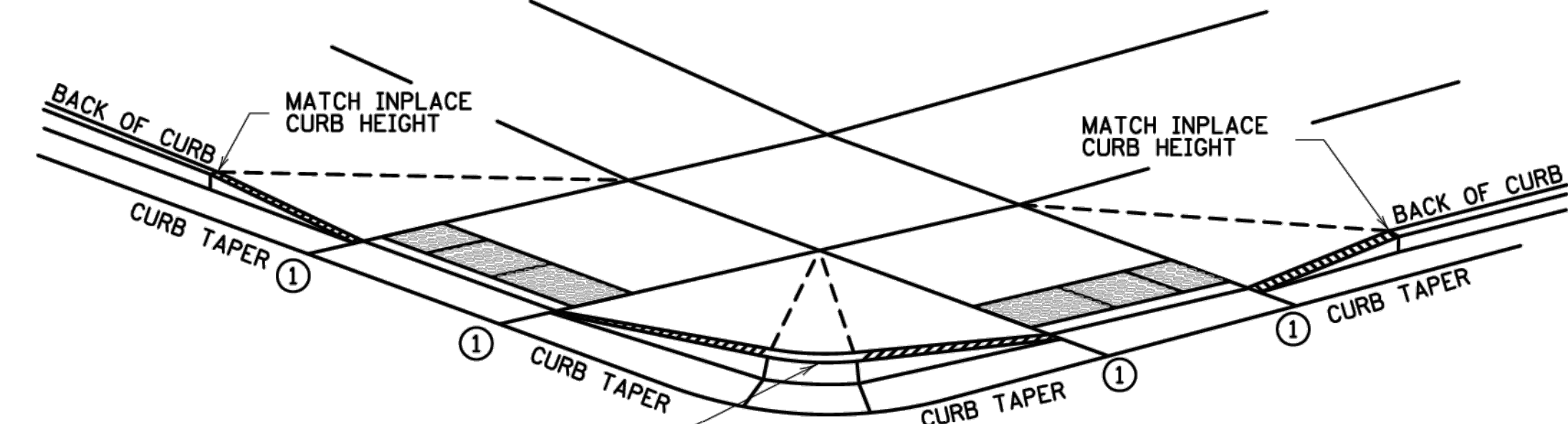
PAVED FLARES ADJACENT TO NON-WALKABLE SURFACE



GRADED FLARES

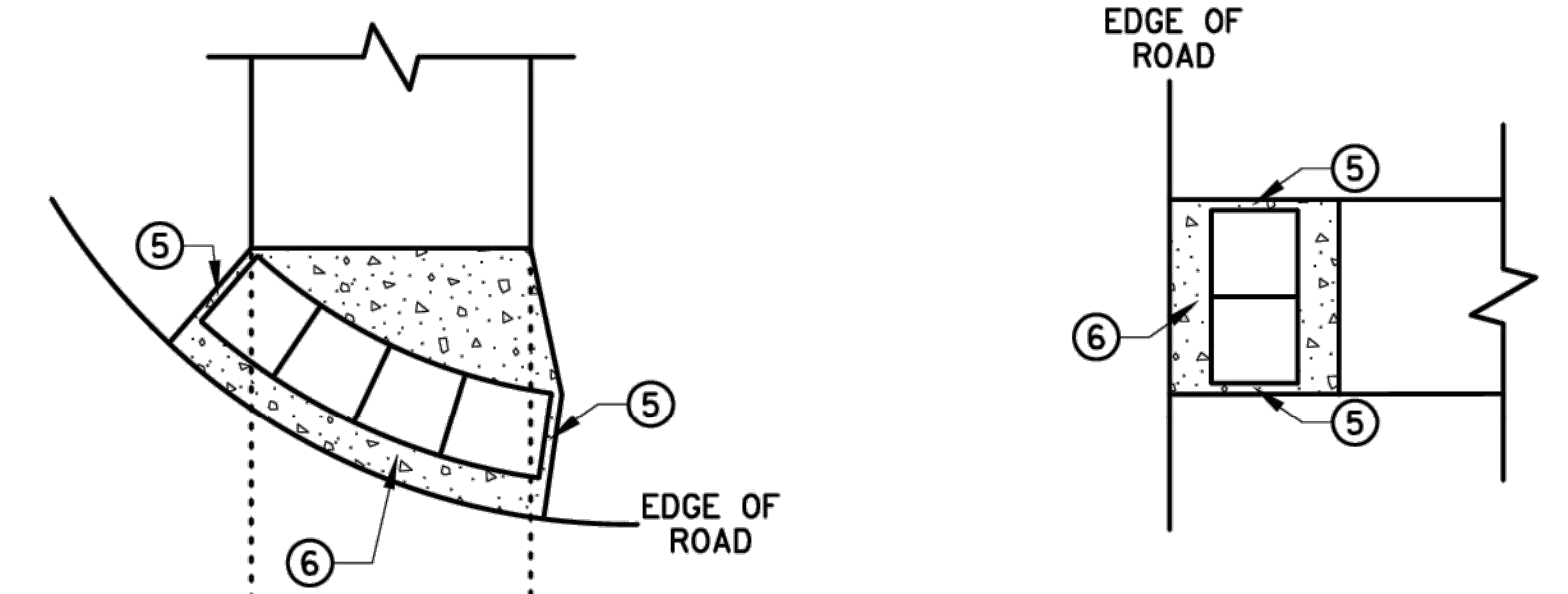


TYPICAL SIDE TREATMENT OPTIONS ③ ⑩

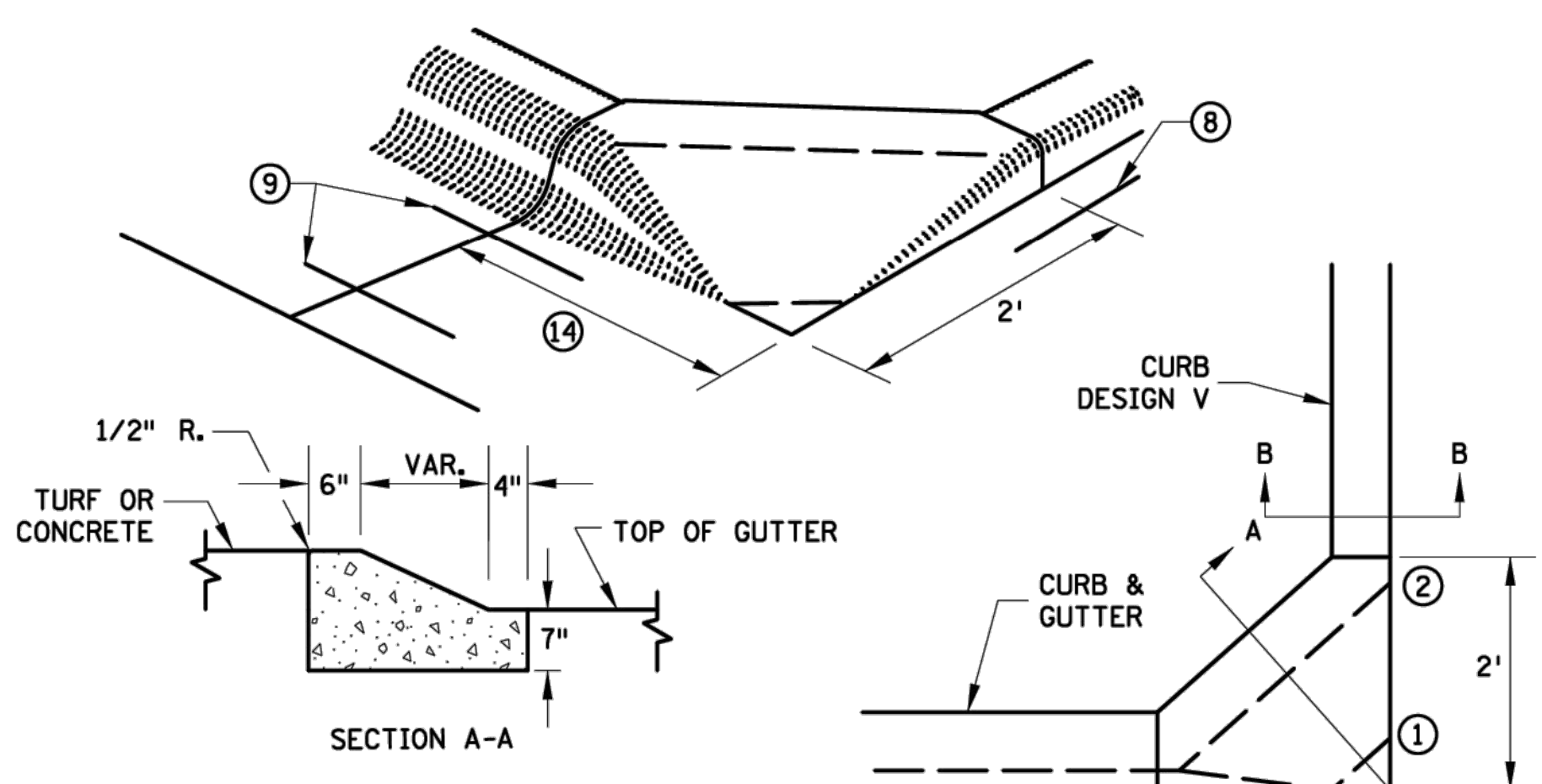


3" MINIMUM CURB HEIGHT, 4" PREFERRED (MEASURED AT FRONT FACE OF CURB)
 FOR A MIN. 6" LENGTH (MEASURED ALONG FLOW LINE)

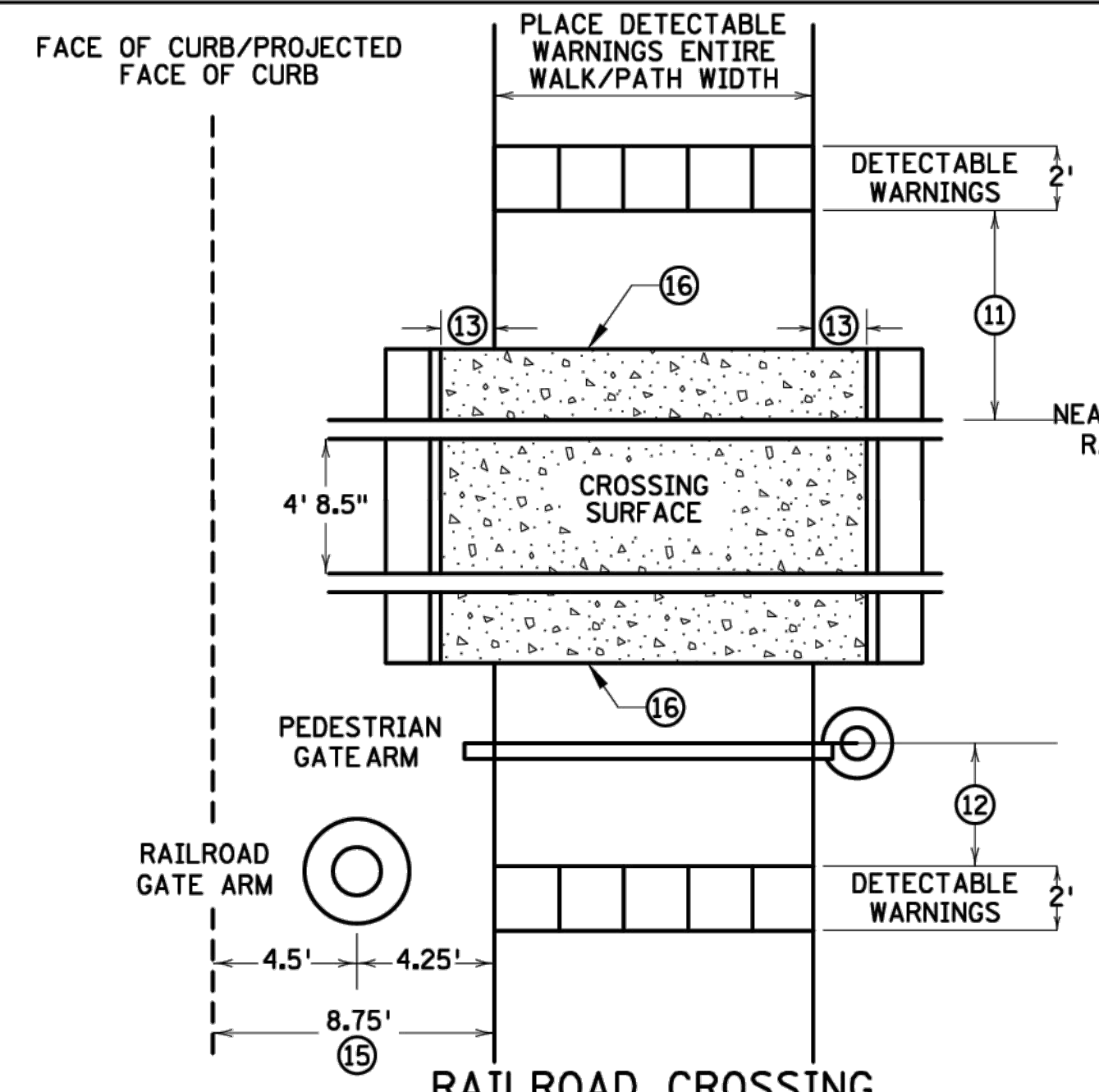
DETECTABLE EDGE WITH CURB AND GUTTER ⑦



DETECTABLE EDGE WITHOUT CURB AND GUTTER



PEDESTRIAN APPROACH NOSE DETAIL (FOR RETURNED CURB SIDE TREATMENT)



RAILROAD CROSSING PLAN VIEW

NOTES:

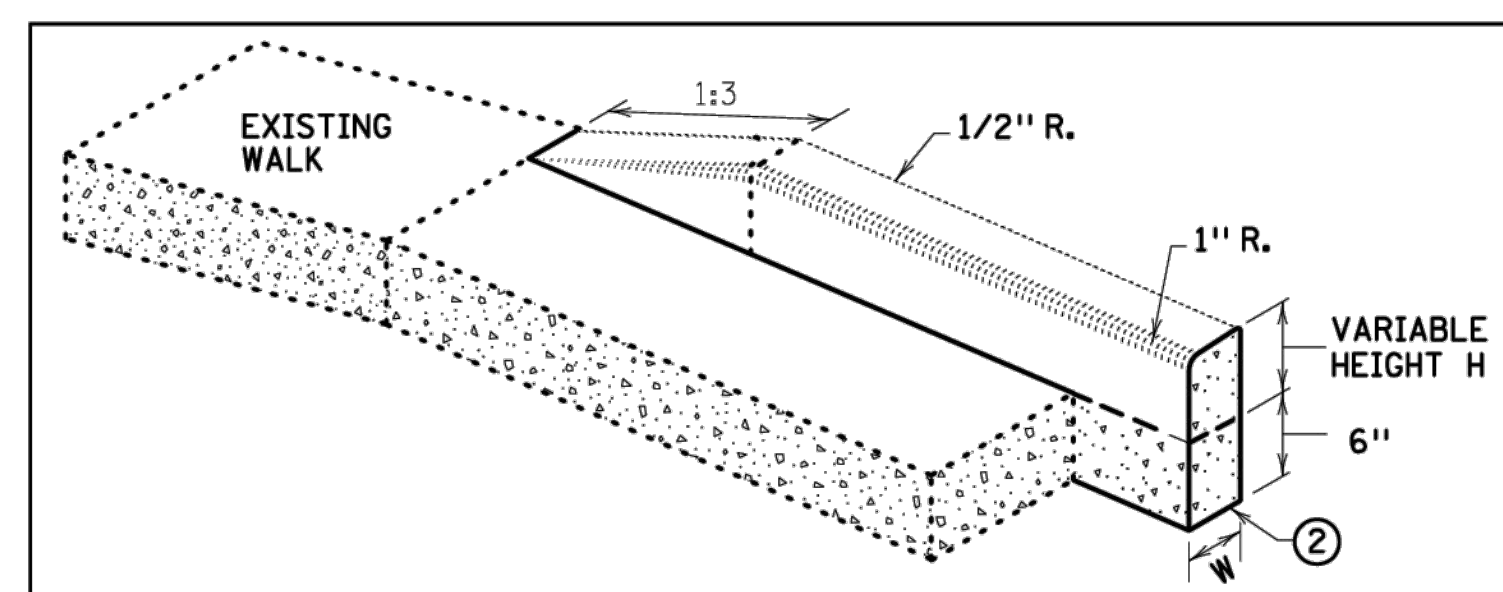
- INTERMEDIATE CURB HEIGHTS TAPER SHALL RISE AT 8-10% TO A MINIMUM 3 INCH CURB HEIGHT. INCREASE CURB TAPER LENGTH AT LESS THAN 8% OR REDUCE INTERMEDIATE CURB HEIGHT TO 2+ INCHES IF NECESSARY TO MATCH ADJACENT BOULEVARD OR SIDEWALK GRADES.
- SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.
- A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED.
- CONCRETE FLARE LENGTHS ADJACENT TO NON-WALKABLE SURFACES SHOULD BE LESS THAN 8' LONG MEASURED ALONG THE RAMP FROM THE BACK OF CURB.
- ① 0" CURB HEIGHT. SEE INSET A ON SHEET 3 OF 6.
- ② FULL CURB HEIGHT.
- ③ SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE. THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK, ADJACENT PROPERTY CONSIDERATIONS, AND MITIGATING CONSTRUCTION IMPACTS.
- ④ TYPICALLY USED FOR MEDIANS AND ISLANDS.
- ⑤ WHEN NO CONCRETE FLARES ARE PROPOSED, THE CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED PERPENDICULAR TO THE EDGE OF ROADWAY. MAINTAIN 3" MAX. BETWEEN EDGE OF DOMES AND EDGE OF CONCRETE.
- ⑥ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS, DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHARED-USE PATH TO PROVIDE VISUAL CONTRAST.
- ⑦ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHEREVER THERE IS ZERO-INCH HIGH CURB. CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE DETECTABLE WARNINGS, AND UNIFORMLY RISES TO A 3-INCH MINIMUM CURB HEIGHT. ANY CURB NOT PART OF A CURB TAPER AND LESS THAN 3 INCHES IN HEIGHT IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.
- ⑧ DRILL AND GROUT 1 - NO. 4 12" LONG REINFORCEMENT BAR (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE V CURB.
- ⑨ DRILL AND GROUT 2 - NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) WITH 3" MIN. COVER. REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.
- ⑩ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E. 6" LONG RAMP FOR 6" HIGH CURB). WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE BOULEVARD DRAINAGE. CONSTRUCT THESE TAPERS AT 0"-3" AT 8-10%, THEN LESS THAN 5% FROM 3" CURB TO FULL CURB HEIGHT.
- ⑪ NEAREST EDGE OF DETECTABLE WARNING SURFACES SHALL BE PLACED 12' MINIMUM TO 15' MAXIMUM FROM THE NEAREST RAIL. FOR SKEWED RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12' MEASURED PERPENDICULAR TO THE NEAREST RAIL.
- ⑫ WHEN PEDESTRIAN GATES ARE PROVIDED, DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL, 2' FROM THE APPROACHING SIDE OF THE GATE ARM. THIS CRITERIA GOVERNS OVER NOTE ⑪.
- ⑬ CROSSING SURFACE SHALL EXTEND 2' MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED-USE PATH.
- ⑭ 3' FOR MEDIANS AND SPLITTER ISLANDS. NOSE CAN BE REDUCED TO 2' ON FREE RIGHT ISLANDS.
- ⑮ SIDEWALK TO BE PLACED 8.75' MIN. FROM THE FACE OF CURB/PROJECTED FACE OF CURB. THIS ENSURES MIN. CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM COUNTERWEIGHT SUPPORTS.
- ⑯ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.

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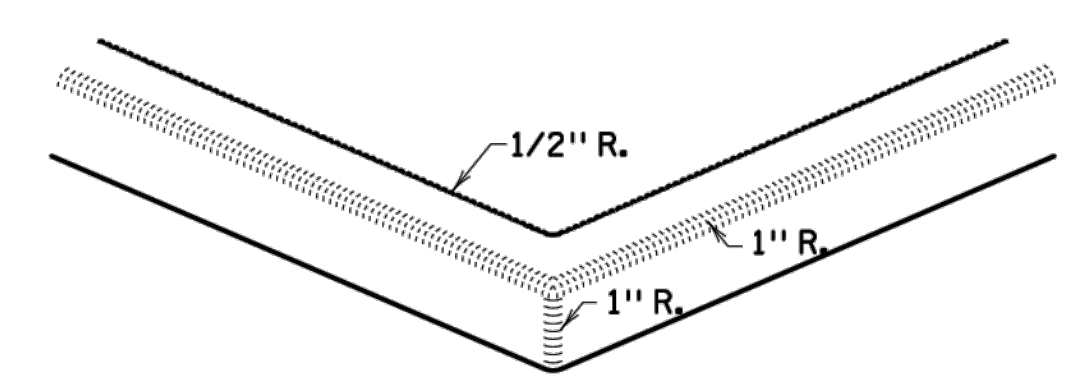
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DEPARTMENT OF TRANSPORTATION		STANDARD PLAN	STATE PROJ. NO.	SHEET NO.		
			TRUNK HWY.	TOTAL SHEETS		

MNDOT PEDESTRIAN CURB RAMP DETAIL

COBBLESTONE LAKE TRAIL IMPROVEMENTS
APPLE VALLEY, MN

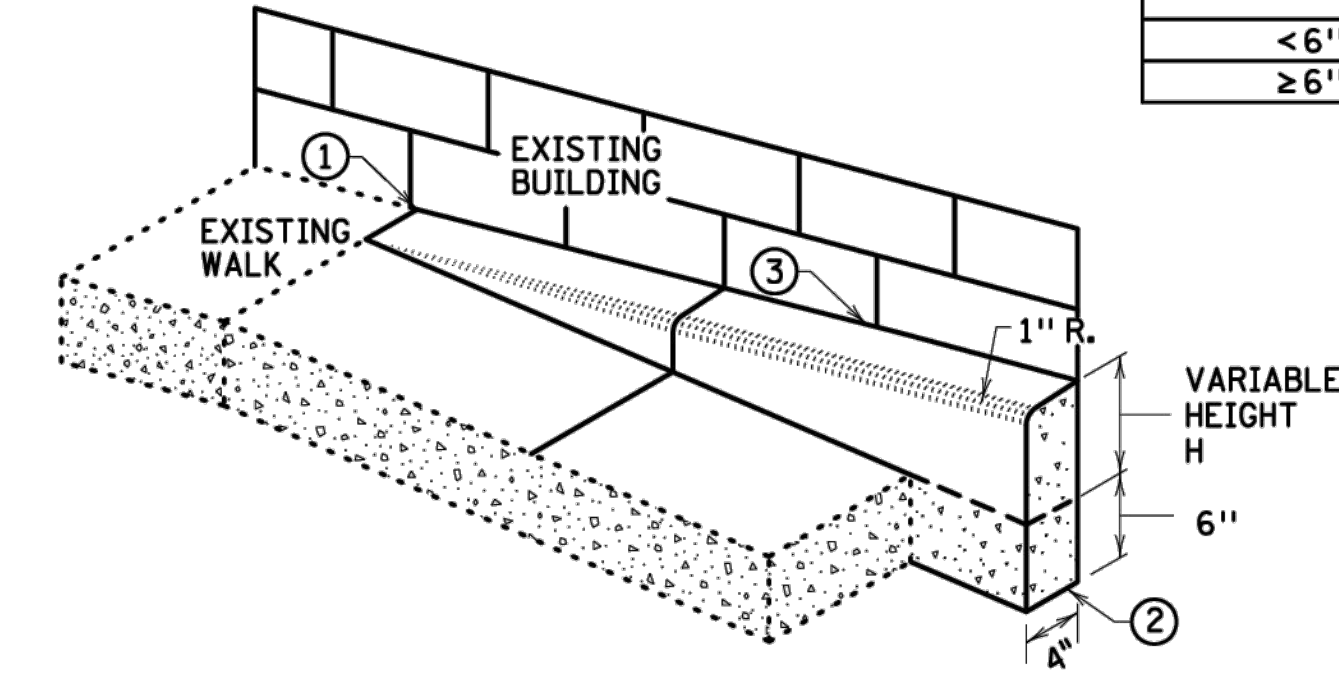


V CURB ADJACENT TO LANDSCAPE
 CURB WITHIN SIDEWALK LIMITS

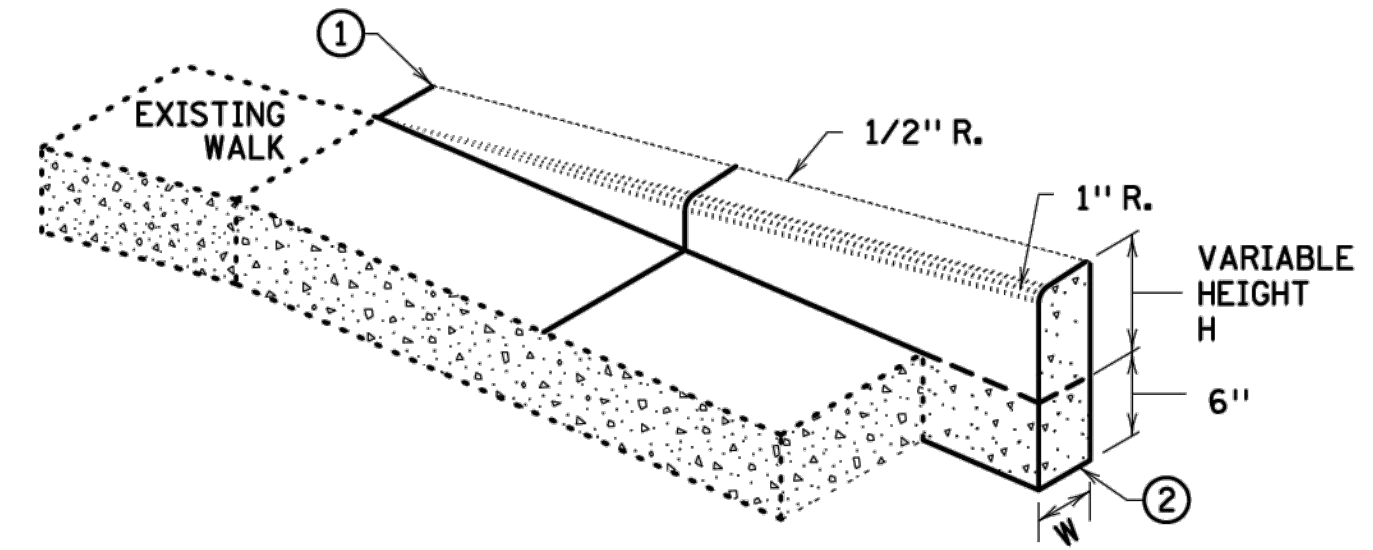


V CURB INTERSECTION

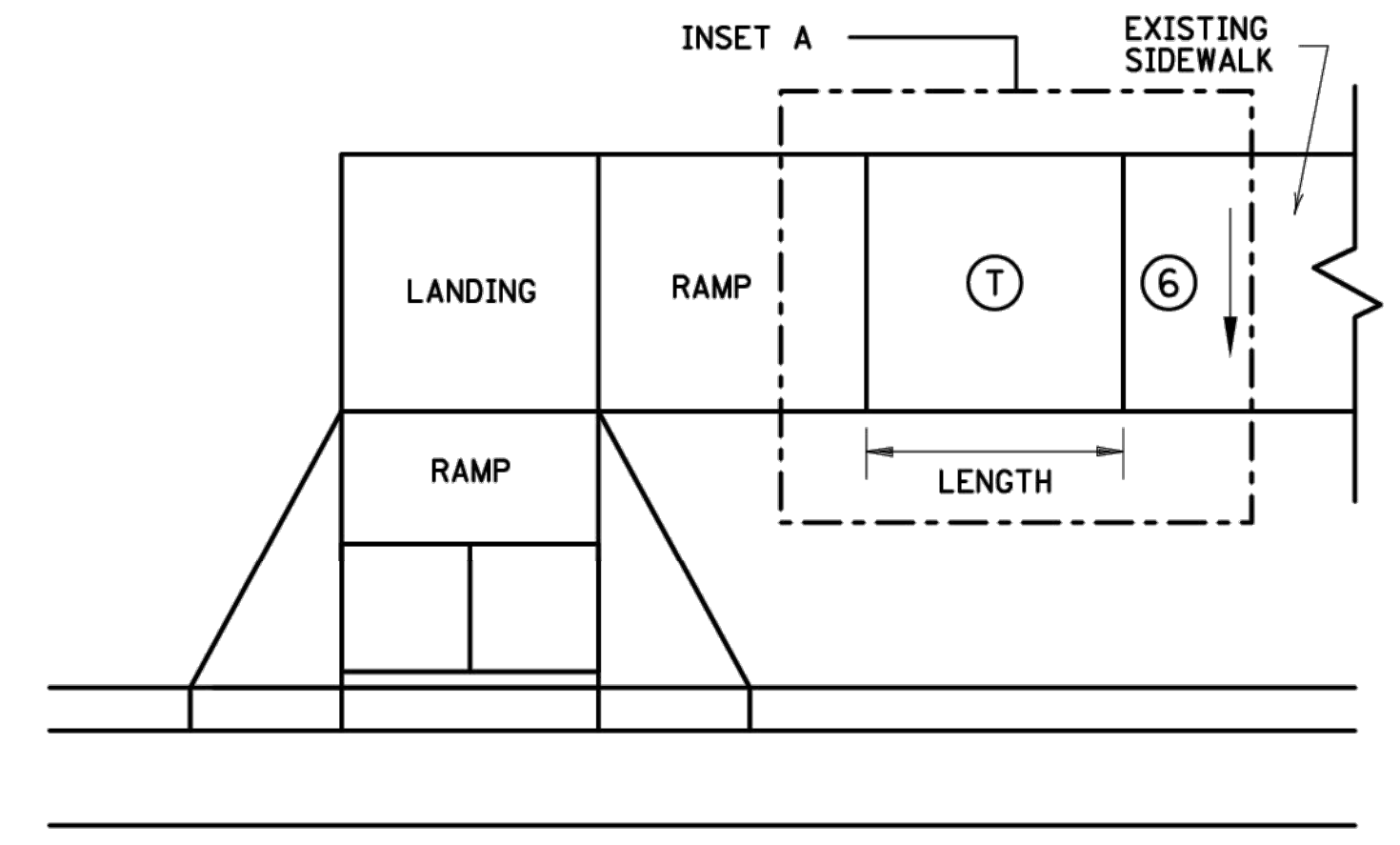
CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
< 6"	4"
≥ 6"	6"



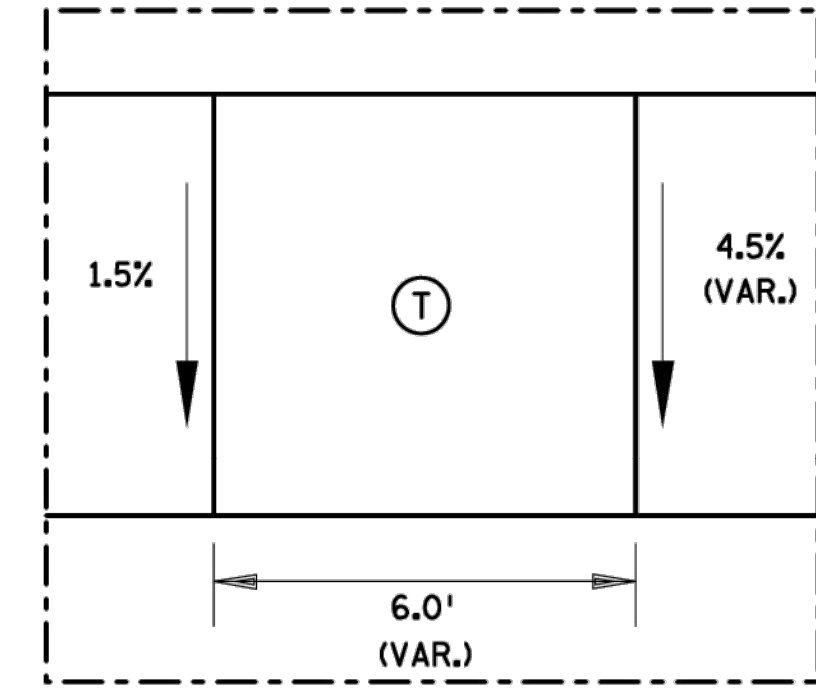
V CURB ADJACENT TO BUILDING OR BARRIER



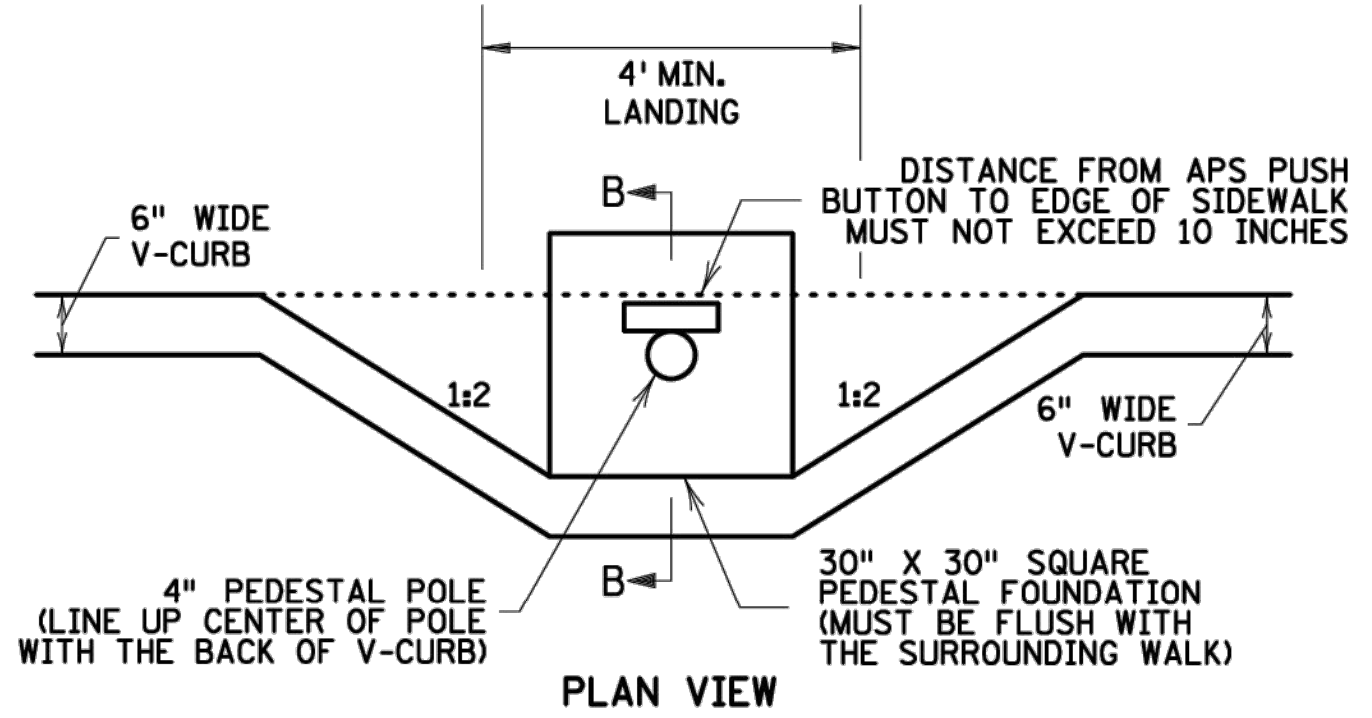
V CURB ADJACENT TO LANDSCAPE
 CURB OUTSIDE SIDEWALK LIMITS



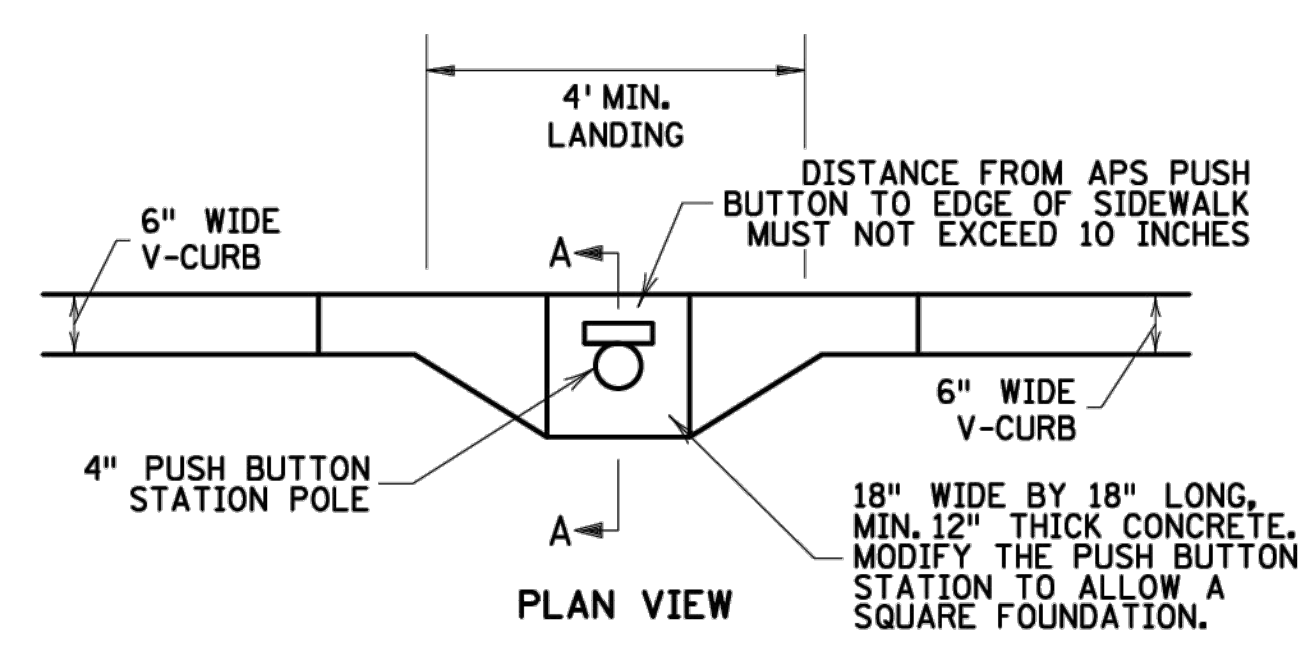
TRANSITION PANEL ④ ⑤



INSET A

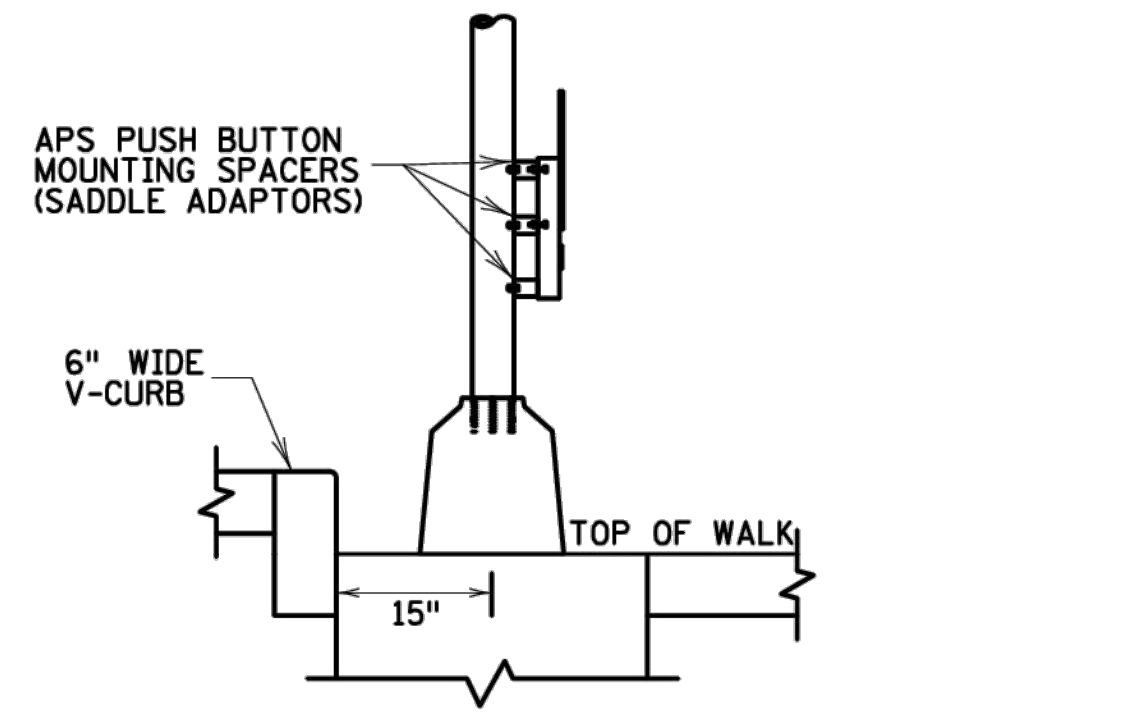


PLAN VIEW



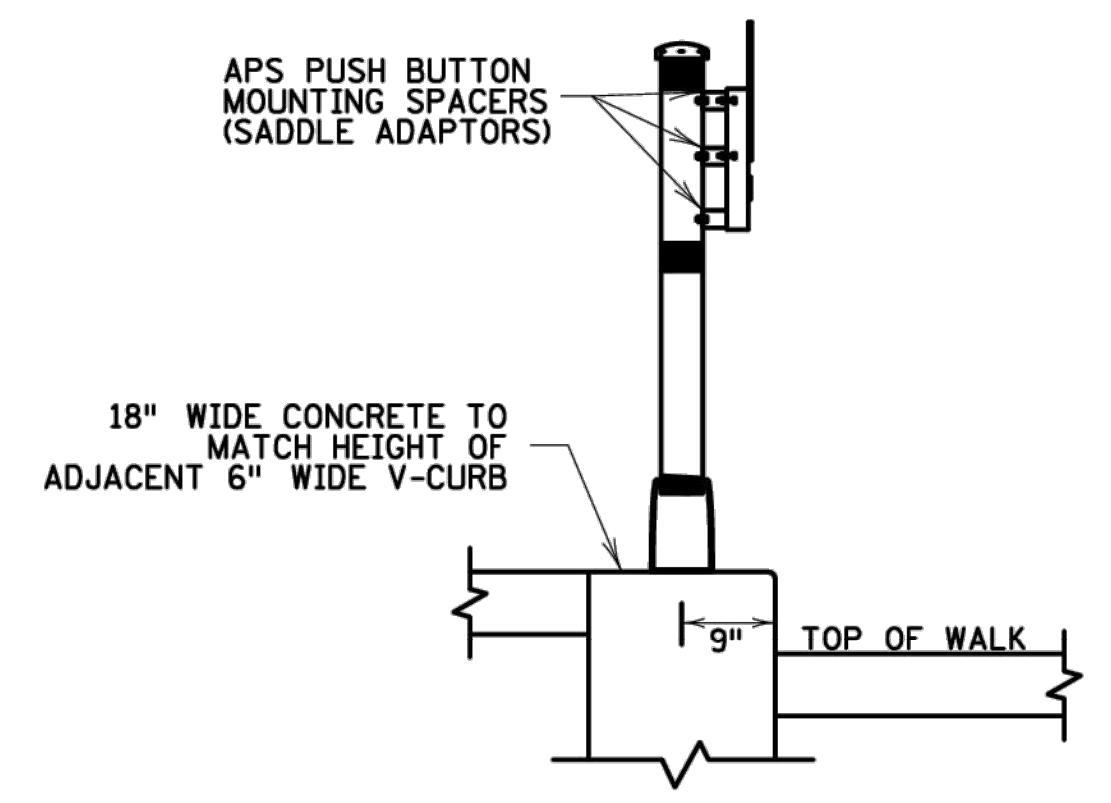
PLAN VIEW

- NOTES:**
- A WALKABLE FLARE IS AN 8-10% CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS ADJACENT TO A WALKABLE SURFACE, OR WHEN THE PEDESTRIAN PATH OF TRAVEL OF A PUSH BUTTON TRAVERSES THE FLARE.
 - ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.
 - WHERE RIGHT-OF-WAY ALLOWS, USE OF V CURB SHOULD BE MINIMIZED. GRADING ADJACENT TURF OR SLOPING ADJACENT PAVEMENT IS PREFERRED.
 - V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.
 - V CURB NEXT TO BUILDING SHALL BE A 4" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.
 - ① END TAPERS AT TRANSITION SECTION SHALL MATCH INPLACE SIDEWALK GRADES.
 - ② ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.
 - ③ CONSTRUCT USING APPROVED EXPANSION MATERIAL PER MNDOT TYPE A-E EXPANSION. LEAVE A MINIMUM 1/2" TOP GAP AND SEAL WITH MNDOT APPROVED SILICONE PER MNDOT SPEC 3722.
 - ④ THE MAX. RATE OF CROSS SLOPE TRANSITIONING IS 1' LINEAR FOOT OF SIDEWALK PER HALF PERCENT CROSS SLOPE. WHEN PAR WIDTH IS GREATER THAN 6' OR THE RUNNING SLOPE IS GREATER THAN 5%, DOUBLE THE CALCULATED TRANSITION LENGTH.
 - ⑤ TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP, OR IF NEEDED, LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION).
 - ⑥ EXISTING CROSS SLOPE GREATER THAN 2.0%.



SECTION B-B

SIGNAL PEDESTAL & PUSH BUTTON (V-CURB)



SECTION A-A

PUSH BUTTON STATION (V-CURB)

LEGEND	
THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT. IF SITE CONDITIONS WARRANT, LONGITUDINAL SLOPES UP TO 8.3% OR FLATTER ARE ALLOWED.	
⑤	INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.3% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%.
↑	LANDING AREA - 4' X 4' MIN. (5' X 5' MIN. PREFERRED) DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS. LANDING SHALL BE FULL WIDTH OF INCOMING PARS.
①	TRANSITION PANEL(S) - TO BE USED FOR TRANSITIONING THE CROSS-SLOPE OF A RAMP TO THE EXISTING WALK CROSS-SLOPE. RATE OF TRANSITION SHOULD BE 0.5% PER 1 LINEAR FOOT OF WALK. SEE THIS SHEET FOR ADDITIONAL INFORMATION.

LEAD EXPERT OFFICE	JEFFREY PERKINS OPERATIONS DIVISION	PEDESTRIAN CURB RAMP DETAILS	APPROVED: 11-04-2021 REVISED:	THOMAS STYRBICKI STATE DESIGN ENGINEER	STANDARD PLAN 5-297.250	5 OF 6
		STANDARD PLAN	STATE PROJ. NO.	SHEET NO.		
			TRUNK HWY.	TOTAL SHEETS		

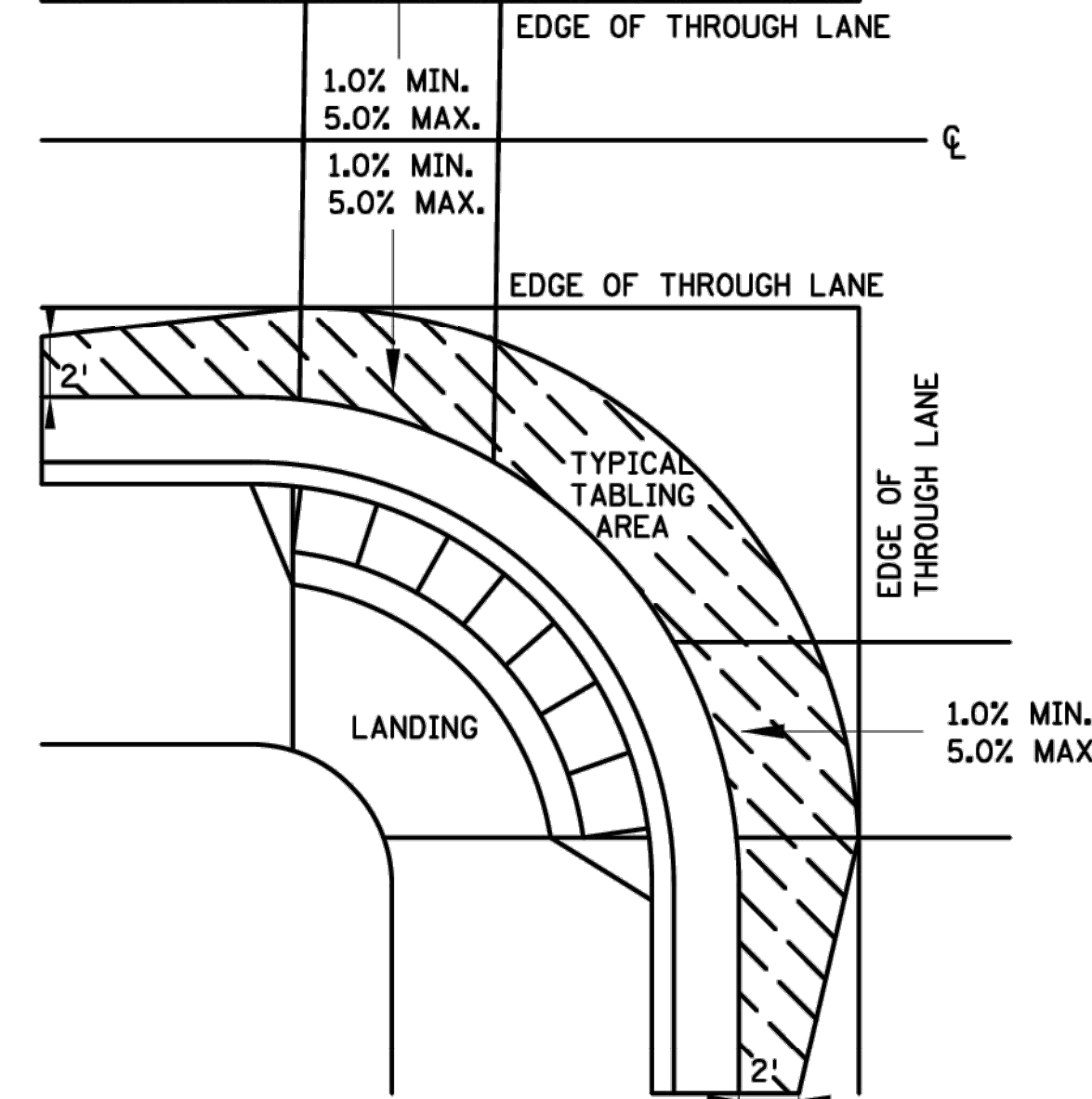
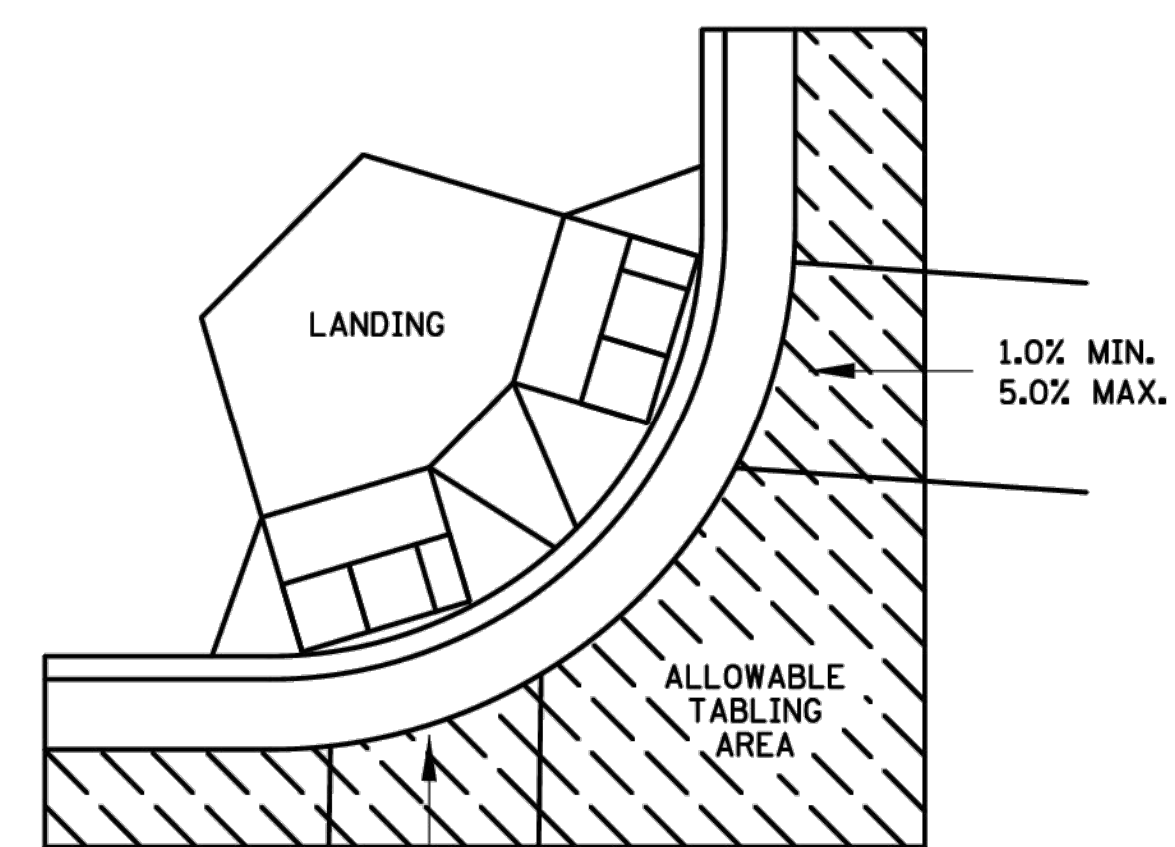
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MNDOT PEDESTRIAN CURB RAMP DETAIL

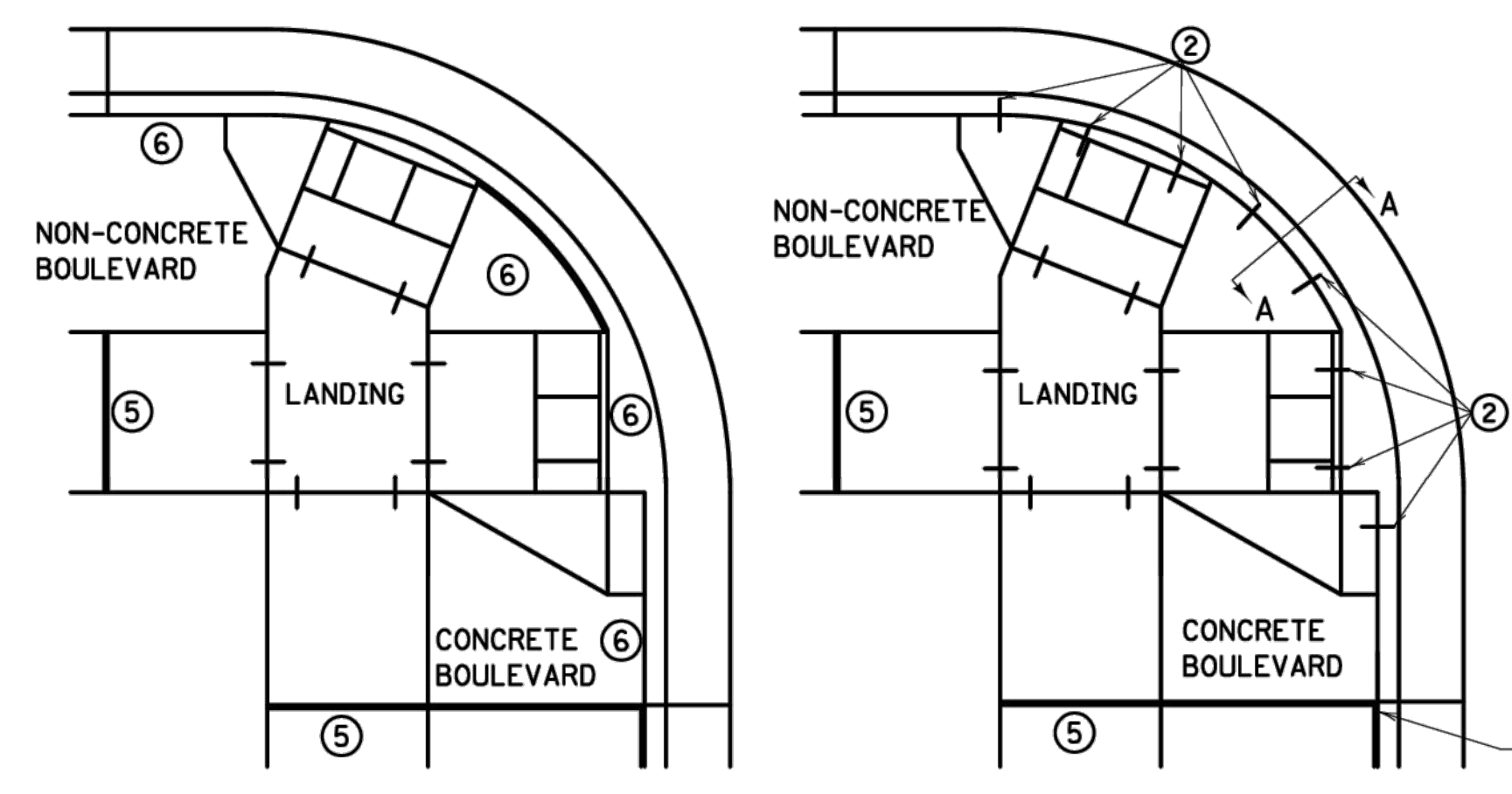
COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

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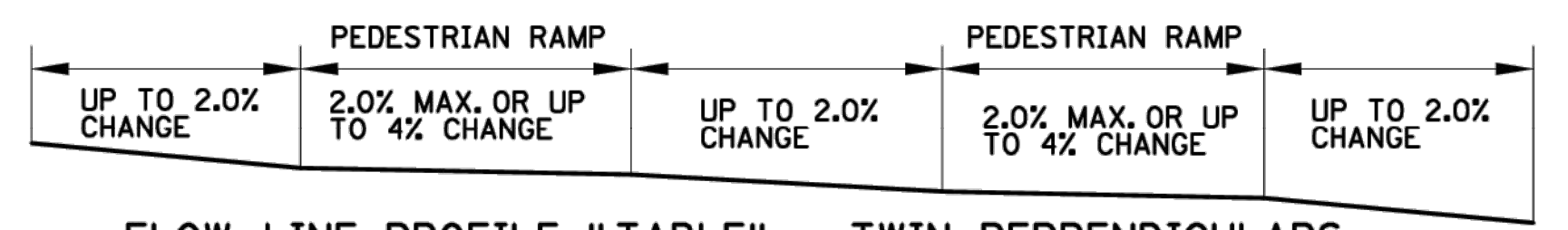
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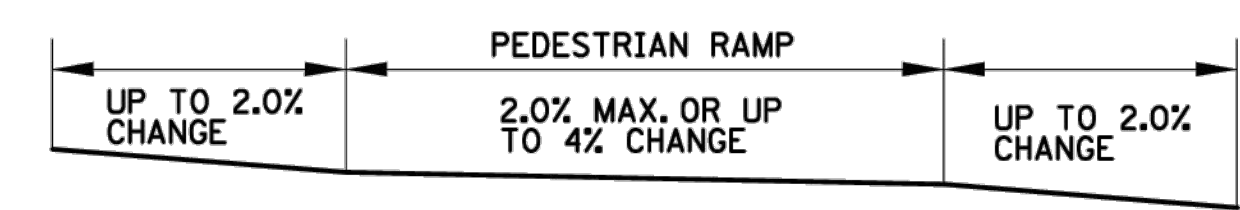
CURB LINE AND ROAD CROSSING ADJUSTMENTS



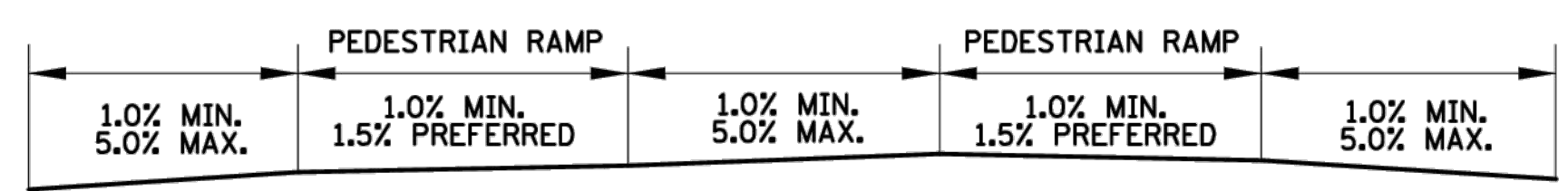
EXPANSION MATERIAL PLACEMENT FOR CONCRETE ROADWAYS
 CURB LINE REINFORCEMENT ④ PLACEMENT ON BITUMINOUS ROADWAYS



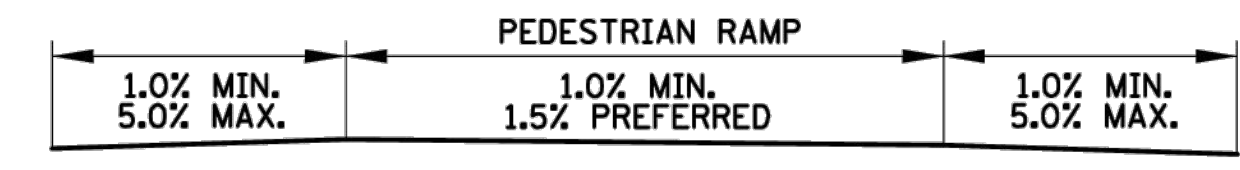
FLOW LINE PROFILE "TABLE" - TWIN PERPENDICULARS



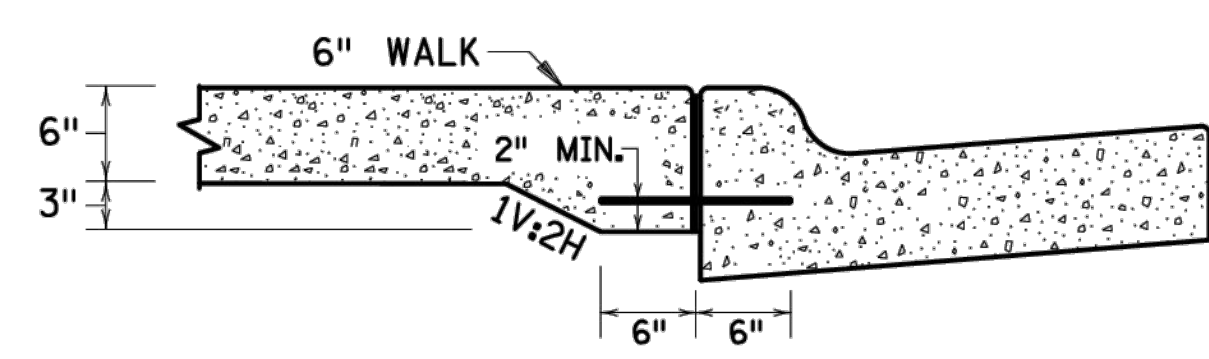
FLOW LINE PROFILE "TABLE" - FAN



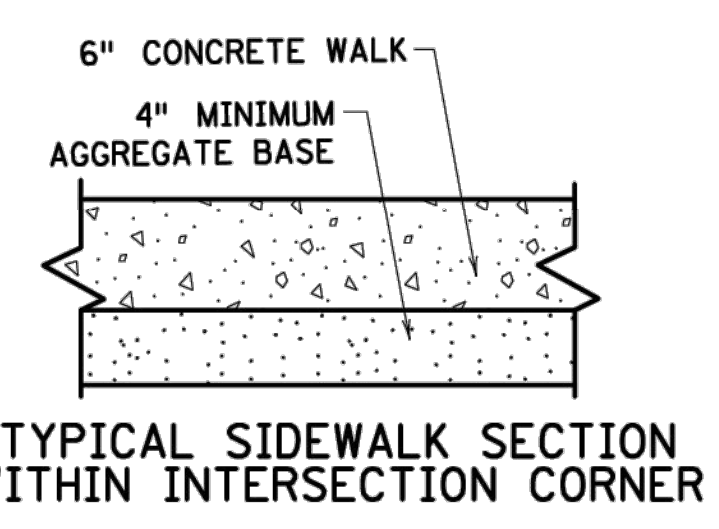
FLOW LINE PROFILE RAISE - TWIN PERPENDICULARS



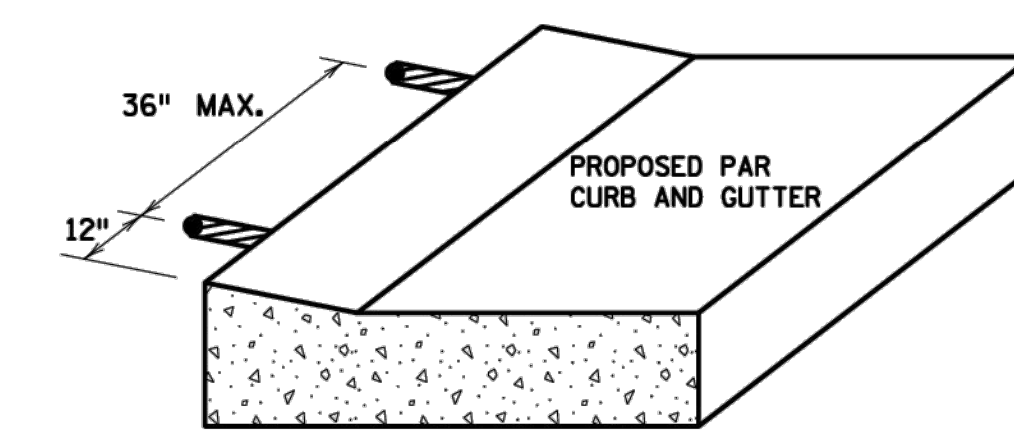
FLOW LINE PROFILE RAISE - FAN



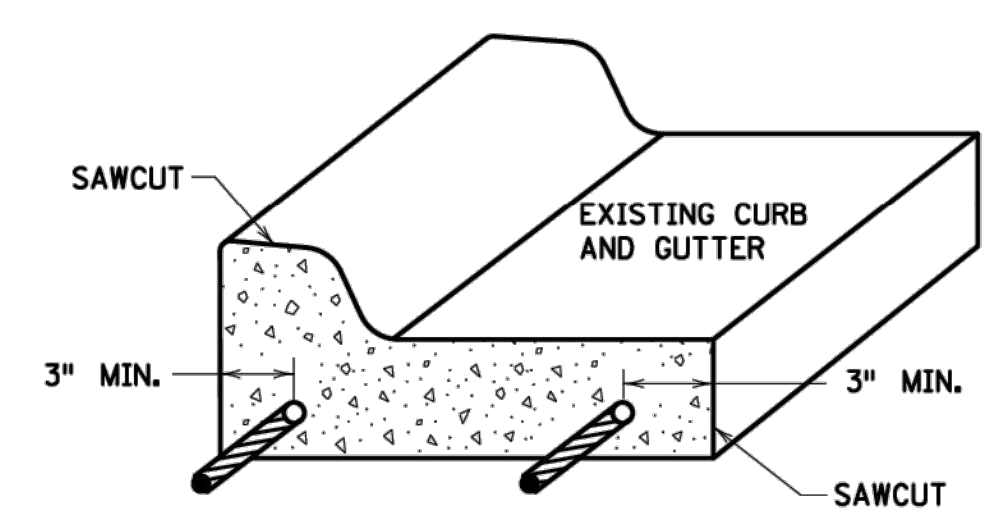
SECTION VIEW A-A THICKENED SECTION THROUGH CURB RAMP FLARES



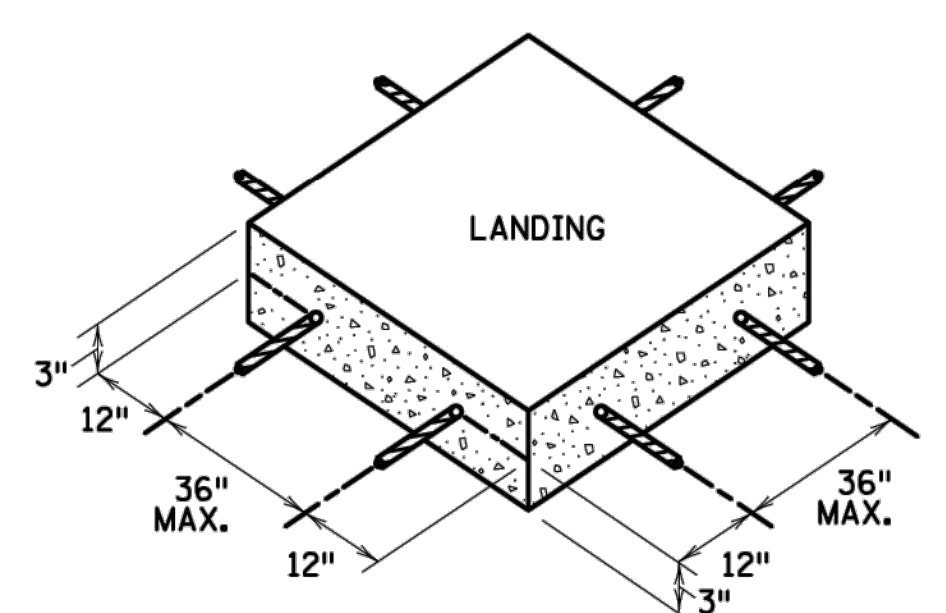
TYPICAL SIDEWALK SECTION WITHIN INTERSECTION CORNER



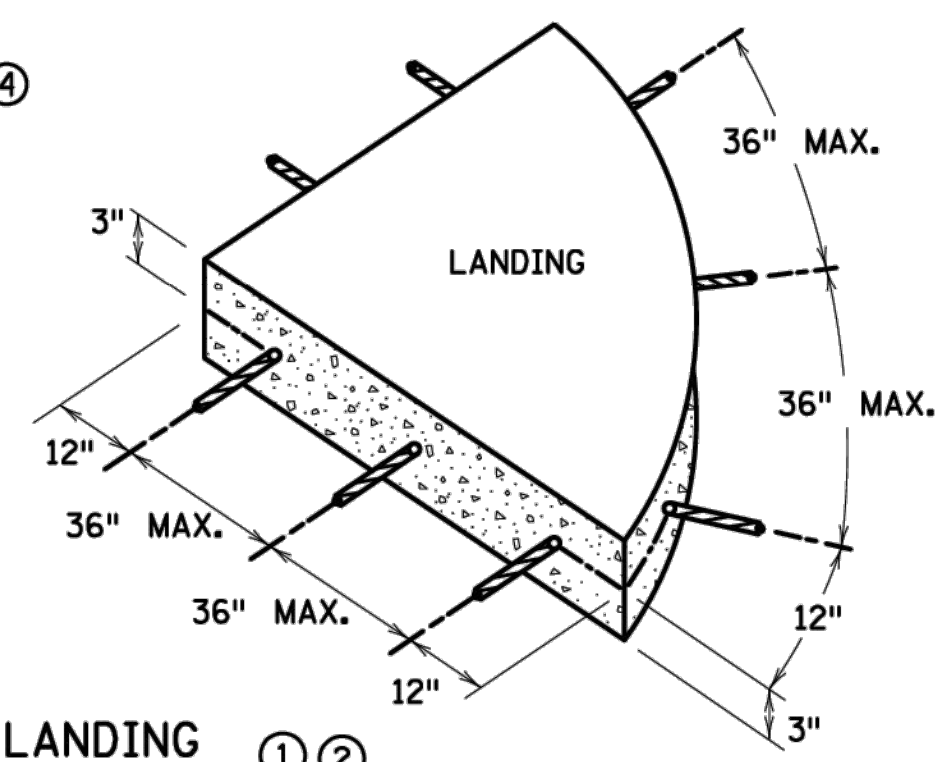
CURB RAMP REINFORCEMENT DETAILS ② ④



CURB AND GUTTER REINFORCEMENT ③



SEPARATE LANDING POUR REINFORCEMENT ① ②



GENERAL NOTES:

- "TABLING" OF CROSSWALKS MEANS MAINTAINING LESS THAN 2% CROSS SLOPE WITHIN A CROSSWALK, IS REQUIRED WHEN A ROADWAY IS IN A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS.
- RECONSTRUCTION PROJECTS: ON FULL PAVEMENT REPLACEMENT PROJECTS "TABLING" OF ENTIRE CROSSWALK SHALL OCCUR WHEN FEASIBLE.
- MILL & OVERLAY PROJECTS: "TABLING" OF FLOW LINES, IN FRONT OF THE PEDESTRIAN RAMP, IS REQUIRED WHEN THE EXISTING FLOW LINE IS GREATER THAN 2%. WARPING OF THE BITUMINOUS PAVEMENT CAN NOT EXTEND INTO THE THROUGH LANE. TABLE THE FLOW LINE TO 2% OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:
 - 1.0% MIN. CROSS-SLOPE OF THE ROAD
 - 5.0% MAX. CROSS-SLOPE OF THE ROAD
 - "TABLE" FLOW LINE UP TO 4% CHANGE FROM EXISTING SLOPE IN FRONT OF PEDESTRIAN RAMP
 - UP TO 2% CHANGE IN FLOW LINE FROM EXISTING SLOPE BEYOND THE PEDESTRIAN CURB RAMP
- STAND-ALONE ADA RETROFITS: FOLLOW MILL & OVERLAY CRITERIA ABOVE HOWEVER ALL PAVEMENT WARPING IS DONE WITH BITUMINOUS PATCHING ON BITUMINOUS ROADWAYS AND FULL-DEPTH APRON REPLACEMENT ON CONCRETE ROADWAYS.
- RAISING OF CURB LINES SHOULD OCCUR IN VERTICALLY CONSTRAINED AREAS. RAISE THE CURB LINES ENOUGH TO ALLOW COMPLIANT RAMPS OR AS MUCH AS POSSIBLE WHILE ADHERING TO THE FOLLOWING CRITERIA:
 - 1.0% MIN. AND 5.0% MAXIMUM CROSS-SLOPE OF THE ROAD
 - 1.0% MIN. FLOW LINE (ON EITHER SIDE OF PEDESTRIAN RAMP) TO MAINTAIN POSITIVE DRAINAGE
 - 5.0% RECOMMENDED MAX. FLOW LINE
 - LONGITUDINAL THROUGH LANE ROADWAY TAPERS SHOULD BE 1" VERTICAL PER 15' HORIZONTAL

NOTES:

- ① TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED, ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE (RUNNING SLOPE GREATER THAN 2%) SHALL BE FORMED AND PLACED SEPARATELY IN AN INDEPENDENT CONCRETE POUR. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL SEPARATELY POURED INITIAL LANDINGS.
- ② DRILL AND GROUT NO. 4 12" LONG REINFORCEMENT BARS (EPOXY COATED) AT 36" MAXIMUM CENTER TO CENTER MINIMUM 12" SPACING FROM CONSTRUCTION JOINTS. BARS TO BE ADJUSTED TO MATCH RAMP GRADE. BARS TO BE PAID BY EACH.
- ③ DRILL AND GROUT 2 - NO. 4 X 12" LONG (6" EMBEDDED) REINFORCEMENT BARS (EPOXY COATED). REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS. BARS TO BE PAID BY EACH.
- ④ THIS CURB LINE REINFORCEMENT DETAIL SHALL BE USED ON BITUMINOUS ROADWAYS. FOR CONCRETE ROADWAYS, SEE NOTE 6.
- ⑤ CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPECIFICATION 3702 TYPES A-E. EXPANSION MATERIAL SHALL MATCH FULL HEIGHT OF ADJACENT CONCRETE.
- ⑥ USE AN APPROVED TYPE F (1/4 INCH THICK) SEPARATION MATERIAL. SEPARATION MATERIAL SHALL MATCH FULL HEIGHT DIMENSION OF ADJACENT CONCRETE.

LEAD EXPERT OFFICE	JEFFREY PERKINS OPERATIONS DIVISION	PEDESTRIAN CURB RAMP DETAILS	APPROVED: 11-04-2021 REVISED:	THOMAS STYRBICKI STATE DESIGN ENGINEER	STANDARD PLAN 5-297.250	6 OF 6
		STANDARD PLAN	STATE PROJ. NO.	SHEET NO.		
			TRUNK HWY.	TOTAL SHEETS		

MNDOT PEDESTRIAN CURB RAMP DETAIL

COBBLESTONE LAKE TRAIL IMPROVEMENTS
 APPLE VALLEY, MN

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