

**CITY ENGINEERING DEPARTMENT  
CITY HALL  
FERGUS FALLS, MINNESOTA**

**2025 Mill and Bituminous Overlay**

**City Project No. 5381**

PROPOSAL  
FOR  
2025 MILL AND BITUMINOUS OVERLAY  
FERGUS FALLS, MINNESOTA  
City Project No. 5381

P.I. No. 5381    Westside Dr. – W Term to Alcott Ave.  
Meadow Hill Ln. – Westside Dr. to Alcott Ave.  
Westside Dr. – Meadow Hill Ln. to Alcott Ave.  
Alcott Ave.– Melody Ln. to E Term  
Park View – W Term to Melody Ln.

May 2025

CITY ENGINEERING DEPARTMENT  
City of Fergus Falls Minnesota

I hereby certify that this specification 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.

Tyson J Hajicek, P.E.



Date May 13, 2025 License. No. 43875

## TABLE OF CONTENTS

### 2025 MILL AND BITUMINOUS OVERLAY

Fergus Falls, Minnesota  
City Project No. 5381

Advertisement for Bids

Proposal

Bond Form to be supplied by Surety Company

Contract

Performance and Payment Bond to be supplied by Surety Company

Equal Employment Opportunity Policy Statement

Division S - Special Provisions

Appendix 1 – 2025 Mill and Bituminous Overlay Drawings

Appendix 2 – Responsible Contractor Certificate

## **EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

---

This is to affirm City of Fergus Falls policy of providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity / Affirmative Action laws, directives and regulations of Federal, State and Local Governing bodies or agencies thereof, specifically Minnesota Statute 363.

City of Fergus Falls will use its best efforts to afford minority and female business enterprises with the maximum practicable opportunity to participate in the performance of subcontractors for construction projects that this City engages in.

## **PERFORMANCE AND PAYMENT BOND**

---

The Contractor shall furnish a payment bond equal to the Contract amount and a Performance Bond equal to the Contract amount, with the aggregate liability of the bonds equal to twice the full amount of the Contract. The form of the bond and the sureties shall be subject to the approval of the City Attorney. The performance bond and the payment bond shall remain in effect until the expiration date of the Contract warranty period.

## **RESPONSIBLE CONTRACTOR**

---

Any prime contractor or subcontractor who does not meet the minimum criteria under Minnesota Statutes 16C.285, subdivision 3, who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or perform work on the project.

## DIVISION S

### SPECIAL PROVISIONS

#### INDEX TO SPECIAL PROVISIONS

<u>S.P. No.</u>	<u>Item</u>	<u>Page No.</u>
1.0	Specifications Which Apply	1
2.0	Examination of Plans and Specifications	1
3.0	Contract Bond	1
4.0	Responsibility of the Contractor	2
5.0	Physical Data	2
6.0	Insurance Requirements	2
7.0	Additional Requirements	3
8.0	Progress and Method of Procedure	4
9.0	Existing Signs and Mail Boxes	4
10.0	Work Accomplished By Others	5
11.0	Maintenance of Traffic	5
12.0	Utility Property and Service	7
13.0	Samples and Tests	8
14.0	Responsibility for Damage Claims & Guarantee	9
15.0	Contract Starting and Completion Date	9
16.0	Failure to Complete the Work on Time	10
17.0	Compensation for Increased / Decreased Quantities	10
18.0	Extra and Force Account Work	10
19.0	Partial Payments	10
20.0	Final Payments	10
21.0	Construction Layout Staking	11
22.0	Remove Pavement & Miscellaneous Structures	11
23.0	Roadway Excavation and Embankment	13
24.0	Subgrade Preparation	14
25.0	Aggregate Base	14
26.0	Mill Pavement Surface	15
27.0	Plant Mixed Bituminous Pavement	16
28.0	Bituminous Tack Coat	17
29.0	Manholes, Catch Basins & Control Structures	17
30.0	Walks and Drive Slab	18
31.0	Concrete Curb and Gutter	19
32.0	Temporary Erosion Control	19
33.0	Turf Establishment	21
34.0	Construction Schedule, Access & Misc. Notes	23

**NOTICE OF CALL FOR BIDS**  
**2025 BITUMINOUS MILL & OVERLAY IMPROVEMENT PROJECT**  
**CITY PROJECT NO. 5381**  
**FERGUS FALLS, MINNESOTA**

**NOTICE TO BIDDERS:**

Sealed proposals will be received by the City Council of the City of Fergus Falls, Minnesota at the City Administrator's Office until 2:00 P.M., local time, on the 20th Day of May, 2025, and will be opened and publicly read by representatives of the City in the Council Chambers of the City Hall at an open meeting on the above date at 2:00 P.M., local time.

The work shall be performed in accordance with the drawings and specifications and generally consists of the following major items (Base Bid):

1.5" Bituminous Milling	21,118 Sq. Yd.
Type SP 9.5 Wearing & 12.5 Non-Wearing Course Mixture	1,826 Ton

Each bid must be accompanied by a money order, cash deposit, cashiers check, or Bid Bond payable to the City of Fergus Falls, Minnesota in the amount of five percent (5%) of the total bid. This is to serve as a guarantee that the bidder will enter into a contract for the performance of such work if the Contract is awarded to them. Only bids which are accompanied by such bond in the envelope will be considered.

The bid guarantee of the two low bidders will be retained until the contract has been executed, but no longer than thirty (30) days, unless otherwise noted in the project specifications.

All bids must be submitted on the proposal blanks furnished by the City of Fergus Falls, Minnesota. Bids must be in the hands of the City Engineer no later than 2:00 P.M., local time, on the 20th Day of May, 2025 and must be in a sealed envelope plainly marked "Bid on City Project No. 5381". All receipt(s) of project addendum(s) if issued must also be accompanied and plainly marked on the sealed envelope.

Plans may be seen at the office of the Fergus Falls City Engineer (218) 332-5413, Fergus Falls City Hall, 112 West Washington Avenue, Fergus Falls, MN.

Plan and Specification documents may be obtained from the City of Fergus Falls Engineering Department, 112 Washington Avenue West, Fergus Falls, Minnesota 56537, upon receipt of a nonrefundable deposit in the amount of \$50.00 for each set of documents requested.

Digital Plan and Specification documents may also be available at [www.questcdn.com](http://www.questcdn.com). You may download the digital documents for \$22.00 by entering Quest project **#9675718** on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance in free membership registration, downloading, and working with this digital project information.

The City of Fergus Falls reserves the right to reject any or all bids, to waive irregularities and informalities therein, and further reserves the right to award the contract in the best interest of the City.

By order of the City Council this 5th Day of May, 2025.

Publication date: May 10, 2025

---

Andrew Bremseth  
City Administrator  
Fergus Falls, Minnesota

**City Project No. 5381  
2025 MILL AND BITUMINOUS OVERLAY IMP. PROJECT**

**CITY OF FERGUS FALLS  
OTTER TAIL COUNTY, MINNESOTA**

**PROPOSAL  
FOR MUNICIPAL CONSTRUCTION**

PROPOSAL OF \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

to furnish and deliver materials and to do and perform all work in accordance with the contract, plans and the approved specifications of the City of Fergus Falls, Minnesota, on file in the office of the City Engineer, City Hall, City of Fergus Falls, Minnesota, except as specifically stated otherwise in the "Special Provisions" contained herein for the improvement of the City Projects on which proposals will be received until 2:00 P.M. on the 20<sup>th</sup> day of May, 2025: This work being located as follows:

<u>P.I. NO.</u>	<u>TYPE OF WORK</u>	<u>LOCATION</u>	<u>TERMINI</u>
5381	Mill & Bituminous Overlay	Westside Dr. Meadow Hill Ln. Westside Dr. Alcott Ave. Melody Ln. Park View	W Term to Alcott Ave Westside Dr. to Alcott Ave Meadow Hill Ln. to Alcott Ave. Melody Ln. to E Term Alcott Ave. to Westside Dr. W Term to Melody Ln..



**To the Fergus Falls City Council Members:**

In accordance with the advertisement of the Fergus Falls City Council inviting proposals for the improvement of city projects hereinbefore named, and in conformity with the Contract, Plans, Specifications and Special Provisions pertaining thereto, on file in the office of the City Engineer, City Hall, 112 Washington Avenue West, Fergus Falls, MN 56537:

(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 whatsoever; that an examination has been made of the site of the work and the Contract form, together 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 noted in the specifications, are to be performed at the unit prices shown on the attached schedule; and that at the time of opening bids, totals only will be read, but that comparison bids will be based on the correct summation of item totals obtained from the unit prices bid, as provided in the specifications.

(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 in accordance with the terms of the Contract and the Plans, Specifications and Special Provisions forming a part thereof.

(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 prior to starting such work, or if such prices or sums cannot be agreed upon, to perform such work on a Force Account basis, all as provided in the Specifications or Special Provisions.

(I) (We) further propose to execute the form of Contract within ten (10) days after receiving written notice of award.

(I) (We) further propose to furnish a Payment Bond equal to the Contract amount and a Performance Bond equal to the Contract amount, with the aggregate liability of the Bonds equal to twice the full amount of the Contract, as security for the construction and completion of the improvement in accordance with the terms of Contract, Plans, Specifications and Special Provisions.

(I) (We) further propose to guarantee all work performed under this Contract to be done in accordance with the Plans, Specifications and Special Provisions and in a good and workmanlike manner; and to renew or repair any work which may be rejected due to defective materials or workmanship prior to final completion and acceptance of the project by the City Council of Fergus Falls, Minnesota.

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

**ENGINEERING DEPARTMENT, CITY of FERGUS FALLS**  
**BASE BID PROPOSAL FORM**

Project Title: 2025 Mill and Overlay

Pub. Imp. No.: 5381

Project Type: Mill and Overlay

Location: Westside Dr. - Cul-De-Sac to Alcott Ave., Park View - Cul-De-Sac to Melody Ln., Frontage Rd. - Melody Ln. to E Term.,  
 Melody Ln. - Alcott Ave. to Westside Dr., Westside Dr. - Meadow Hill Ln. to Alcott Ave., Meadow Hill Ln. - Westside Dr. to Alcott Ave.

ITEM NO.	ITEM	UNIT	P.I. No. 5381 ESTIMATED QUANTITY	UNIT COST	TOTAL COST
2021.501	MOBILIZATION	LS	1		
2104.505	REMOVE BITUMINOUS PAVEMENT 3"-5" TH.	S.Y.	956		
2232.501	MILL BITUMINOUS SURFACE (1.5")	S .Y.	21,118		
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1,057		
2360.501	TYPE SP 9.5 WEARING COURSE MIX (SPWEA240B)	TON	1,826		
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (SPNWB230B)	TON	165		
2504.602	ADJUST GATE VALVE & BOX	EACH	18		
2506.522	ADJUST FRAME & RING CASTING, (Manhole)	EACH	21		
2563.601	TRAFFIC CONTROL	LS	1		
2573.533	Inlet Protection, Type B (Rock Log) (6 LF MIN.)	EACH	17		

Base Bid Price PI 5381 \_\_\_\_\_

Total Base Bid Price PI No. 5381 \$ \_\_\_\_\_

**Receipt of Addenda:** The undersigned hereby acknowledges receipt of:

Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_ Dated \_\_\_\_\_ Addendum No. \_\_\_\_ Dated \_\_\_\_\_

Signed: \_\_\_\_\_

**Proposal Guaranty:** A (certified check) (cashier's check) (bid bond) payable to the City of Fergus Falls, in an amount equal to at least 5% of the total amount of the bid, is submitted herewith as a proposal guaranty, which it is agreed by the undersigned will be forfeited in the event the form of Contract and Bonds is not executed, if awarded to the undersigned.

**Execution of Proposal:**

This proposal dated the \_\_\_\_ day of \_\_\_\_\_, 2025

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual

Signed: \_\_\_\_\_, P.O. Address \_\_\_\_\_ as an individual

Doing business under the name and style of \_\_\_\_\_

Signed: \_\_\_\_\_, for \_\_\_\_\_ a partnership

Name

Business Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_, for \_\_\_\_\_ a corporation

Incorporated under the laws of the State of \_\_\_\_\_

Name of President \_\_\_\_\_

Business Address \_\_\_\_\_

Name of Vice-President \_\_\_\_\_

Business Address \_\_\_\_\_

Name of Secretary \_\_\_\_\_

Business Address \_\_\_\_\_

Name of Treasurer \_\_\_\_\_

Business Address \_\_\_\_\_

(Corporate Seal)

**City Project No. 5381**  
**Class of Work: Bituminous**  
**Street Surfacing,**  
**Mill & Overlay, Etc.**

**CITY OF FERGUS FALLS**  
**OTTER TAIL COUNTY, MINNESOTA**

**CONTRACT**  
**FOR MUNICIPAL CONSTRUCTION**

This agreement made this \_\_\_\_\_, between the City of Fergus Falls, Minnesota, acting by and through its Mayor, herein called the "Contracting Officer", and \_\_\_\_\_ herein called the "Contractor". Witnesseth that the Contractor, in consideration of the payment of the contract price therefore, amounting substantially to: \_\_\_\_\_ agrees to furnish all materials (except such as are specified to be furnished by the Contracting Officer, if any), all necessary tools and equipment, and do and perform all the necessary work and labor for the full completion of City Projects located as follows:

<u>P.I. NO.</u>	<u>TYPE OF WORK</u>	<u>LOCATION</u>	<u>TERMINI</u>
5381	Mill & Bituminous Overlay	Westside Dr.	W Term to Alcott Ave.
		Meadow Hill Ln.	Westside Dr. to Alcott Ave
		Westside Dr.	Meadow Hill Ln. to Alcott Ave.
		Alcott Ave.	Melody Ln. to E Term
		Melody Ln.	Alcott Ave. to Westside Dr.
		Park View	W Term to Melody Ln.

as shown in the approved plans, for the price and compensation set forth and specified in the proposal signed by the Contractor, which is hereto attached and hereby made a part of this agreement, all in accordance with the plans, specifications, and special provisions therefore on file in the office of the Contracting Officer and hereby made a part of this agreement.

The Contractor agrees that the work shall be done and performed in the best and most workmanlike manner; that all materials and labor shall be in strict conformity in every respect with the plans, specifications and special provisions for the improvement, shall be subject to inspection and approval of the Contracting Officer or a duly authorized engineer of the City, and in case any material or labor supplied shall be rejected by the Contracting Officer or engineer as defective or unsuitable, then such rejected material shall be removed, and replaced with

approved material and the rejected labor shall be done anew to the satisfaction and approval of the Contracting Officer or engineer and at the cost and expense of the Contractor.

The Contractor further agrees that he will commence work hereunder within ten (10) days of the notice to proceed and to prosecute said work and have the improvement fully completed to the satisfaction and approval of the City Council of Fergus Falls, Minnesota by August 29, 2025 as provided in the specifications.

Time is the essence of this contract for prompt completion, and if the Contractor shall fail to complete the work within the time herein specified, the City shall have the right to deduct from the unpaid part of the contract price, the amount, or amounts specified in the specifications, or, if no moneys shall be due the contractor, to recover damages in accordance with said specifications for each and every working day thereafter during which the contract shall remain unfinished and incomplete, such damages being hereby agreed upon as liquidated damages in lieu of actual damages occasioned by such delay, but special provisions, if any, contained in the proposal are also continued in effect and shall be read and construed as part of this provision as to the completion and liquidated damages for delay.

It is however, agreed that upon receipt of written notice from the Contractor of the existence of causes over which the Contractor has no control and which will delay the completion of the work, the Contracting Officer in his discretion, and in accordance with the specifications, may extend the date herein before specified for completion, and in such case the Contractor shall become liable for said liquidated damages only for failure to perform within the time so extended.

It is agreed, also, that delays caused by the elements or by strikes or other combined action of workmen employed in the construction or in the transportation of materials, but in no part caused or resulting from default or collusion on the part of the Contractor, shall be excused to the extent which the Contracting Officer may find and determine such conditions to have delayed completion within the time limit, but the judgment of the Contracting Officer in fixing such amount shall be final and conclusive upon the parties hereto.

It is distinctly understood and agreed that no claims for extra work done for materials furnished by the Contractor will be allowed by the Contracting Officer except as provided herein, nor shall the Contractor do any work or furnish any materials not covered by the plans, specifications, special provisions, and this contract, unless such work is first ordered in writing as provided in the specifications.

Any such work or materials which may be done or furnished by the Contractor without such written order first being given shall be at his or her own risk, cost and expense, and he hereby agrees that without such written order he will make no claim for compensation for work or materials so done or furnished.

It is further agreed, anything to the contrary herein notwithstanding, that the City of Fergus Falls, Minnesota, and its Contracting Officer shall not be personally liable or responsible in any manner to the Contractor, Subcontractors, Vendors, Laborers, or to any other person or persons whomsoever, for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reasons of the execution of this agreement or the performance and completion of the work and improvement provided herein.

Dated at \_\_\_\_\_, Minnesota, this \_\_\_\_\_ day of \_\_\_\_\_, 2025  
Signatures for the City of Fergus Falls, Minnesota

By \_\_\_\_\_ Mayor

Attest: \_\_\_\_\_ City Administrator

Signatures for: \_\_\_\_\_ Contractor  
\_\_\_\_\_ Title

**ACKNOWLEDGMENT  
OF AUTHORIZED CITY OFFICIAL'S SIGNATURES**

STATE OF MINNESOTA } ss :  
COUNTY OF OTTER TAIL

\_\_\_\_\_, being first duly sworn,  
deposes and says that he is the Mayor of the City of Fergus Falls, in the County of Otter  
Tail, and the State of Minnesota: he has read the foregoing contract and knows the  
contents thereof, and that the same is true of his own knowledge; and that this contract  
is made by the authority of the City Council of Fergus Falls, Minnesota.

\_\_\_\_\_  
Signature of Mayor

Subscribed and sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2025

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF MINNESOTA } ss :  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally appeared

---

---

---

---

to me personally known to be the person\_\_ described herein and also who executed the foregoing contract and acknowledged that \_he\_ executed the same as free act and deed.

(SEAL)

## CORPORATE ACKNOWLEDGMENT FOR CONTRACTOR

STATE OF MINNESOTA } ss :  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me appeared \_\_\_\_\_ and \_\_\_\_\_

to me personally known, who, being by me duly sworn, did say that they are respectively \_\_\_\_\_ and \_\_\_\_\_ of \_\_\_\_\_, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that said instrument was executed in behalf of the corporation by authority of its board of directors; and they acknowledge said instrument to be the free act and deed of the corporation.

(SEAL)

NOTE: If the contractor is a corporation, this should be signed by at least two executive officers, same being the president and secretary, or vice-president and secretary, and the corporate seal attached. If the contractor is a co-partnership, this should be signed by all members of the co-partnership.

## **DIVISION S SPECIAL PROVISIONS**

### **S.P. 1.0        SPECIFICATIONS AND LAWS WHICH APPLY:**

The "Minnesota Department of Transportation Standard Specifications for Construction", **2018 Edition** (including Supplemental Specifications) shall apply to this contract except as modified or altered in these Special Provisions.

"Standard Utilities Specifications for Water main and Service Line Installation and Sanitary Sewer and Storm Sewer Installation", **2018 Edition**, prepared by City Engineer's Association of Minnesota and published by the League of Minnesota Municipalities, which are on file at the Engineer's Office at City Hall, shall apply to the contract except as modified or altered in these Special Provisions.

Also all permits, rules, regulations, requirements and recommendations of the Minnesota Pollution Control Agency (MPCA), Minnesota Department of Natural Resources (DNR) and the Minnesota Department of Health (MDH) shall apply.

All Minnesota Statutes shall apply to the contract as applicable. Contractors should specifically note **Minnesota Statute 471.425 Prompt Payment of Local Government Bills, Subd. 4a. Prompt payment to subcontractors.**

### **S.P. 2.0        EXAMINATION OF PLANS AND SPECIFICATIONS:**

The Plans referred to in these Special Provisions consist of the drawings listed in the "Index" tabulated on Sheet 1 of the following project plans:

2025 Mill and Bituminous Overlay Project No. 5381

Site conditions indicated on the plans are based on site conditions prior to design. Bidders are encouraged to review the project site prior to bidding to note any possible changes that may have occurred in the interim period.

### **S.P. 3.0        CONTRACT BOND:**

The provisions of Section 1305 requiring the successful bidder to furnish a payment bond equal to the Contract amount and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract, shall apply. The form of the bond and sureties shall be subject to approval of the City Engineers office.



#### **S.P. 4.0            RESPONSIBILITY OF THE CONTRACTOR:**

The contractor shall be responsible for the condition of the project until its acceptance by the City Council. The Contractor shall also save the City harmless from all claims for damage resulting directly or indirectly from work done under the Contract. In case the Contractor fails to fully comply with the Contract requirements, the City Council may order the work suspended and either re-let the Contract or have the work completed by day labor under the direction of the Engineer.

#### **S.P. 5.0            PHYSICAL DATA**

From investigation, including surveys at the various locations of work, it is assumed that the physical conditions are approximately as indicated on the drawings. The City of Fergus Falls does not guarantee that changes will not be made before the completion of the contract; therefore, the municipality assumes no responsibility for conditions encountered.

#### **S.P. 6.0            INSURANCE REQUIREMENTS:**

The Contractor shall not commence work under this contract until he has obtained all insurance required herein and such insurance contracts shall be maintained throughout the life of this contract and shall be evidenced by carrier's certificates filed with the Engineer.

The City and Moore Engineering Inc. shall be named as an "Additional Insured" on the Contractor's insurance policy. The "Certificate of Insurance" that is to be supplied by the Contractor must reference this specific project as well as the City's additional insured status for same.

The Contractor shall not allow any subcontractor to commence work on his subcontract until such subcontractor has obtained satisfactory insurance coverage as to compensation, public liability, property damage, and automobile insurance.

The following insurance shall be required in connection with work accomplished under this Contract:

a. Compensation Insurance: The Contractor shall maintain such insurance as will protect him, the State of Minnesota, the City of Fergus Falls and the Engineer from claims under Workmen's Compensation Acts and any other claims for damages from personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

b. Public Liability and Property Damage Insurance: The Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage Insurance, including Contractor's Contingent or Protective Insurance, as shall protect him, any subcontractor performing work covered by this Contract, the State of Minnesota, the City of Fergus Falls and the Engineer from claims for damages for personal injury, including death, as well as for claims for property damages, which may arise from operations under this Contract whether such operations be by himself, by any subcontractor or by anyone directly or indirectly employed by either of them and the amount of such insurance be as follows:

Public Liability Insurance in an amount not less than \$1,500,000 for injuries, including accidental death, of any one person, and subject to the same limits for each person in an amount not less than \$3,000,000 on account of one accident and Property Damage Insurance in an amount not less than \$1,500,000 for each occurrence and \$1,500,000 aggregate amount.

c. Automobile Insurance: The Contractor shall take out and maintain during the life of this Contract, Automobile Public Liability Insurance as shall protect him, any subcontractor performing work covered by this Contract, the State of Minnesota, the City of Fergus Falls and the Engineer from claims which may arise from accidents in amounts of not less than \$1,500,000 for injuries, including accidental death, to any one person; and subject to the same limits for each person in an amount not less than \$3,000,000 on account of one accident. Property damage insurance shall be in an amount not less than \$1,500,000 for each and every vehicle engaged in operations within the terms of this Contract.

d. Railroad Protective: If applicable

#### **S.P. 7.0        ADDITIONAL REQUIREMENTS:**

Upon receipt of the Notice of Award, the successful low bidder shall submit the following additional information:

- a) List of Subcontractors: The Contractor shall include name and business address who will perform the work under this contract and the portion of the work which will be done by each subcontractor.
- b) Equipment/Material Source Information: The Contractor shall include name of the supplier and/or material proposed to be furnished under this contract.
- c) State of Minnesota – Responsible Contractor Certificate, enclosed herein.

#### **S.P. 8.0          PROGRESS AND METHOD OF PROCEDURE:**

All work shall be carried forward at a rate that will, in the opinion of the Engineer, insure the completion of the project in accordance with the terms of the Contract.

The Contractor shall, soon after the award of the Contract and before any work is accomplished on the project sites, submit a progress schedule to the Engineer. This schedule shall show the order in which the Contractor proposes to carry on the work, dates on which he proposes to start the various parts of the work and the estimated date of completion of each. The schedule shall also show for each subcontractor the date on which that subcontractor has agreed to commence work and the estimated date on which he will complete his work. The schedule shall be such as will indicate the contractor's intention and ability to complete the work within the time agreed upon.

In the event the work does not progress as rapidly as is required by the schedule and the Contractor fails to comply with the Engineer's directions to employ additional means to insure completion within the time agreed upon, then partial payments may be withheld by direction of the City Engineer at his own discretion until suitable progress in construction has been obtained.

#### **S.P. 9.0          EXISTING SIGNS AND MAIL BOXES:**

Any street signs that are within the construction limits shall be removed by the Contractor and stored within the limits of the right of way. Stop signs may be removed for short periods of time only if a flag person is present to caution and direct traffic. All stop signs temporarily removed shall be reinstalled properly prior to removal of flag person. All other signs, including street name signs, shall be permanently reinstalled by the Contractor upon completion of the Contract, at locations designated by the Engineer.

Mail boxes located within the construction limits that require moving shall be temporarily relocated by the Contractor in such a manner that mail deliveries will not be unduly hampered. The Contractor shall notify and coordinate with the postmaster prior to any mailbox removals and/or relocations. Upon completion of construction, the Contractor shall restore any relocated mailboxes to their original or designated new location so far as its practical and in accordance with Federal Postal Regulations. The Contractor shall be responsible for furnishing all necessary materials required to relocate the mailboxes.

Street signs and mail boxes removed or reinstalled and flag person furnished when Stop signs are temporarily removed shall be incidental to the Contract and no direct payment will be made for such work.

#### **S.P. 10.0      WORK ACCOMPLISHED BY OTHERS:**

Power poles, street lights, gas mains, telephone, and power lines, etc. will be removed and/or relocated by the affected utility owner as necessary. All necessary utility relocations or installations not shown on the plans to be done by the Contractor will be done by others. The Contractor shall coordinate with all service providers and work by owners and this coordination shall be considered incidental to the Contract. The contractor shall be solely responsible for any delays that may occur during the coordination of work.

#### **S.P. 11.0      MAINTENANCE OF TRAFFIC:**

Traffic control for this project shall be in accordance with Section 1404 and Section 1710 and with the provisions of "Minnesota Manual on Uniform Traffic Control Devices" including as a supplement Part 6, Temporary Traffic Control (TTC) 2018 standards for temporary street or highway work zones and the following, except as modified herein:

The Contractor shall be responsible for all traffic control within the construction limits and in the various locations of this project during the tenure of this contract. The Contractor shall also be responsible for all necessary dust control on streets under construction and any boulevards. The contractor shall be solely responsible to install "No Parking Signs" along the boulevard a minimum of 24 hours in advance of milling operations.

Traffic control devices include, but are not limited to, barricades, warning signs, directional signs, lane markings, flashers, cones, plastic drums, fencing, as required and sufficient barricade weights to maintain barricade stability.

Bidders are advised that the requirements for traffic control as shown on the plan sheets are minimum requirements and may be changed as directed by the Engineer to provide for traffic and pedestrian safety.

The Contractor shall provide one (1) person on the project who shall be responsible for Traffic Control. This person shall be responsible for the daily surveillance of all Traffic Control items. In addition, the contractor shall furnish the Engineer with the names, address and telephone numbers (not long distance) of at least two (2) local individuals who will be available during non-working hours to maintain or replace traffic control devices.

During the tenure of the Contract, the Engineer may require the Contractor to replace the reflectorization material (on both new and/or used devices) whose effectiveness, in the Engineer's opinion, has been substantially reduced by damage from traffic or other causes.

The Contractor shall be required to respond immediately to any call from the Engineer or his designated representative concerning any request for improving or correcting traffic control devices. If the Contractor is negligent in responding to this matter, the Owner may proceed to maintain the work and deduct the costs thereof from any monies due the Contractor.

All signs, barricades, drums and other traffic control devices shall be kept clean from dirt and grime and placed so they function as intended and installed. If, at any time, the Contractor fails to adequately maintain the traffic control devices, the Owner reserves the right to proceed to maintain the work and deduct the costs thereof from any monies due or coming due the Contractor.

The Contractor shall maintain access to all abutting properties, especially for emergency vehicles, and minimize inconvenience to abutting property owners. Should the work require closure of access to buildings or property the contractor shall be required to contact the property owner or tenant in advance of such closure.

All open excavations in excess of 1.5 inches in depth adjacent to a traffic lane shall be adequately signed, delineated, and maintained by the Contractor.

Parking lanes may be utilized for construction vehicles and equipment during working hours. Driving lanes may not be used except on a temporary basis at which time flag persons will be provided as required.

Qualified flag persons shall be provided by the Contractor in conformance with provisions set forth in Chapter 6E of the Minnesota Manual on Uniform Traffic Control Devices and as modified herein: Flag persons, while on duty shall wear a hard hat and fluorescent vest. The vest shall be reflectorized if worn at night. Flag persons shall be fully clothed when on duty (shirt or blouse, slacks or trousers and sturdy shoes). Flag persons shall use an approved "stop-slow" paddle or standard when directing traffic. The Contractor shall be responsible for the protection of pedestrian and bicycle traffic during construction on all sidewalks, bike paths and intersections. The contractor shall provide temporary sidewalks in any area where sidewalk replacement is not immediately completed. Temporary sidewalk materials shall include, but not limited to, graded gravel to existing grades and/or plywood sheeting due to inclement weather. All costs to install temporary sidewalk shall be considered incidental to traffic control.

No measurement will be made of the individual items required for traffic control, pedestrian, and bicycle traffic. All work required to furnish and maintain traffic control devices as set forth in the above, and as may be ordered by the Engineer to conduct traffic adequately and safely through the Project, shall be construed to be included in the single lump sum price bid for "Traffic Control" for which payment will be made.

Basis of Payment: Payment will be made under Item 2563.601 Traffic Control at the lump sum bid price, which shall be compensation in full for all costs of furnishing, placing and maintaining all traffic control devices, providing adequately equipped flag

persons, performing all traffic control functions, ramps and temporary entrance construction as may be required.

Partial payments for "Traffic Control" will be made as follows:

1. When 5 percent or more of the Contract amount for a section is earned, 50 percent of the amount bid for "Traffic Control" will be paid.
2. When 10 percent or more of the Contract amount for a section is earned, 75 percent of the amount bid for "Traffic Control" will be paid.
3. When 50 percent or more of the Contract amount for a section is earned, 95 percent of the amount bid for "Traffic Control" will be paid.
4. The remaining 5 percent bid for "Traffic Control" will be paid when all work has been completed and accepted.
5. In all items above, the original Contract amount will be the total value of all Contract Items including the traffic control item, but the percentage earned in each case shall be exclusive of the traffic control item.

Basis of Payment shall be made in accordance with the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2563.601	Traffic Control	Lump Sum

#### **S.P. 12.0      UTILITY PROPERTY AND SERVICE:**

The provisions of Section 1507 shall apply except as modified below:

Underground telephone cables, power cables, gas lines, cable TV, water mains and sewer mains have been shown on the plans in their approximate locations.

It will be the Contractor's responsibility to contact the owners of all utilities in an area prior to the construction in the area so that he can be informed of the exact locations of all the utilities in the area including any that are not shown in the Plans. This initial contact should be made by calling **"Gopher State One-Call 1-800-252-1166"** to request utility locations and onsite meetings. It will be the Contractor's responsibility to: (1) report any existing damage or faulty conditions (i.e. sand in manholes, damaged valve boxes, etc.) to the owners prior to construction, as once excavation has commenced, it will be assumed that all damage to underground installations has been caused by the Contractor's operations and will be his responsibility to make the necessary repairs; and (2) upon completion of the project, contact all utility owners and make arrangements for a inspection trip by his representative and representatives of the utility owners to confirm

that all damages caused by the Contractor's operations have been repaired to the satisfaction of the utility owners.

The utility companies are as follows:

Telephone No.	Utility Company	Address
(218) 739-8200	Otter Tail Power Company (Electric)	216 So. Cascade Fergus Falls, MN 56537
(218) 736-6935	Great Plains Natural Gas Company (Gas)	105 W. Lincoln Fergus Falls, MN 56537
(218) 847-9424	Qwest Communications (Telecom)	804 10th. Ave. SE Detroit Lakes, MN 56501
(320) 298-4968 (320) 815-1029	Spectrum (Telecom)	2801 Aga Dr. #110 Alexandria, MN 56308
(218) 998-2000	Otter Tail Telcom (Telecom)	224 W. Lincoln Fergus Falls, MN 56537
(218) 736-6073	Otter Tail Valley (Railroad)	200 N. Mill St. Fergus Falls, MN 56537

Unless otherwise shown in the plans or special provisions, the removal of the portions of abandoned utility lines and pipes when required for the new construction will be considered incidental work and no direct compensation will be made therefore.

Subsurface exploration may be necessary for the proper execution of this project. Such subsurface exploration shall be performed by the Contractor at no charge to the City.

Unless otherwise shown on the plans all existing utilities are to remain as they are unless the Contractor obtains permission for relocation from the utility company.

#### **S.P. 13.0      SAMPLES AND TESTS:**

The provisions of Section 1603 shall apply except as modified herein:

Tests on materials called for in the Specifications as well as trial and job mixes will be permitted to be made by an independent testing laboratory approved by the Engineer, except as otherwise specified. All such tests and mix designs shall be paid for by the Contractor. Signed copies of all reports shall be sent at once to the Engineer and the Contractor. Rejected materials shall be immediately removed from the site and shall not be used in the work. Inspection and testing shall in no way relieve the Contractor or

supplier from responsibility for furnishing materials and workmanship in accordance with the Plans and Specifications.

The above requirements will not apply to construction control tests to be made on the job by the Engineer, such as aggregate (density and gradations), concrete (air, slump, and cylinder) and bituminous (gradation and spot check) tests. Testing of this type will be done by the Engineer at no cost to the Contractor, unless otherwise stated in the Specifications.

#### **S.P. 14.0      RESPONSIBILITY FOR DAMAGE CLAIMS AND GUARANTEE:**

The provisions of Section 1714 shall apply except as modified herein:

The Contractor shall immediately repair or replace at his own expense any defective work caused by faulty workmanship or materials of which he is notified during the construction period, or within one year after the date of acceptance of the work, regardless of the previous approval and acceptance of work.

The Engineer shall withhold from the monies coming due the Contractor at the end of the construction, an amount not to exceed 1% of total contract price, to insure that proper maintenance is carried out during the one year period, if necessary. In the event that the Contractor does not perform the necessary maintenance within a reasonable period of time after the defect occurs, the City reserves the right to perform such work and deduct the cost from the retained monies.

Final payment of the retained percentage will be made at the end of the first year, less any City maintenance cost as described above. All costs related to maintenance of defective workmanship or materials during the one-year warrantee shall be borne by the Contractor and considered incidental to the contract. The provisions of Section 1714 entitled "Responsibility for Damage Claims" shall also apply during the warrantee period.

#### **S.P. 15.0      CONTRACT STARTING AND COMPLETION DATE:**

The starting date for the work to be accomplished under this project shall be within 8 calendar days after receiving Notice to Proceed, and **all work shall be substantially completed by August 15, 2025. Substantial completion shall be defined as all work except for the final project punchlist. Final completion shall be completed by August 29, 2025.**

**Interim project schedules for individual project sites will also apply to this contract, and as follows:**

- 1. Once the surface has been removed during the milling operation(s), the Contractor shall have (10) working days to construct the bituminous wearing surface on all milled street surfaces.**



**S.P. 16.0      FAILURE TO COMPLETE THE WORK ON TIME:**

The provisions of Section 1807 shall apply. Liquidated damages may be assessed for failure to meet the completion date specified in S.P. 15.0.

**S.P. 17.0      COMPENSATION FOR INCREASED OR DECREASED QUANTITIES:**

The provisions of Section 1903 shall not apply to any items of work provided for under this project.

**S.P. 18.0      EXTRA AND FORCE ACCOUNT WORK:**

The provisions of Section 1904 shall apply.

**S.P. 19.0      PARTIAL PAYMENTS:**

The provisions of Section 1906 shall apply except as modified herein:

From the total of the amounts ascertained as payable an amount equivalent to not less than five (5) percent of the whole will be deducted and retained by the City in protection of its interests until released. The balance, less all previous payments, will be certified for payment.

Contractors from states other than Minnesota shall be required to file form SD-E (Exemption from Surety Deposits for Out-of-State Contractors) with the Department of Revenue. If the Contractor is exempt, the Contractor will be responsible for providing a certified form to the City prior to processing requests for payment.

If no certified form SD-E is received or if a form showing the Contractor is not exempt is received, the City will withhold an 8 percent surety deposit from each payment made to the Contractor.

**S.P. 20.0      FINAL PAYMENTS:**

The provisions of Section 1908 shall apply except as modified herein:

Final payment, less one (1) percent warranty as set forth in S.P. 13.0 "Responsibility for Damage Claims and Guarantee", shall not be made until the Contractor has furnished the consent of Surety Company to final payment.

The Contractor and Subcontractors must submit to the City an approved Minnesota Department of Revenue Form IC-134 as part of the final payment request.

The City reserves the right to request lien waivers from all suppliers, subcontractors, etc. as may be required to protect its interests.

#### **S.P. 21.0      CONSTRUCTION LAYOUT STAKING:**

This work shall consist of the City furnishing all the necessary staking to insure that the project is constructed to the alignment and elevations as shown in the plans.

The City will furnish a set of finished street grades for the proposed curb and gutter for each segment to be constructed. The Contractor shall set control stakes for curb and gutter or bituminous edge on both sides of the street at the beginning and end of each radius point, at each station and at a minimum of 25-foot intervals between stations. The Contractor shall set blue top grade stakes for subgrade and/or aggregate base at minimum 50 foot intervals for centerline and crown points where required as per parabolic curve criteria and typical sections shown in the plans.

The City reserves the right to make any adjustments to grade and/or alignment as staked by the Contractor so as to obtain the most desirable finished project and to avoid any problems. Where appropriate the City will make the final adjustments to the string line for the curb and gutter machine.

Upon completion of the curb and gutter construction, the Contractor shall stake the final grade of the aggregate base by using the existing curb and gutter lip as the controlling reference for staking the parabolic curve as shown on "Estimate of Quantities, Typical Section and Miscellaneous Notes" of the Plans.

The Contractor shall provide a minimum of (2) two working days notice for any staking request to ensure orderly progress of the work.

The stakes are an integral part of the project provided by the City. The Contractor shall protect and preserve all such stakes, marks, hubs, and/or blue tops. The Contractor may be charged with the expense of re-establishing all such stakes, marks, hubs, and/or blue tops destroyed or disturbed due to the Contractor's carelessness or negligence.

#### **S.P. 22.0      REMOVE PAVEMENT AND MISCELLANEOUS STRUCTURES:**

The removal of pavement and miscellaneous structures shall be accomplished in accordance with the provisions of Section 2104 except as modified below:

Concrete Removal: Where concrete is designated for removal special care shall be taken to insure that the adjacent concrete sections which are to remain in place are not chipped, cracked or damaged in any way. It may be necessary to saw cut the concrete at the removal limits. Any sawing required to protect the in place concrete shall be incidental to the cost of the removal. In the case where the concrete to be left in place is damaged, then the Contractor will be required to remove the damaged section up to the next joint or saw line as designated by the Engineer.

Removal of concrete damaged by the Contractor that was not originally designated for removal shall be incidental to the Contract and no direct compensation will be made thereof.

Bituminous Surfacing (Street/Trail) Removal: Prior to the removal of the bituminous surface the perimeter or limits of the area to be removed, as marked by the Engineer, shall be sawed or cut to a depth sufficient so that the adjacent bituminous surface left in place is not cracked or disturbed. Any sawing required to protect the in place bituminous shall be incidental to the cost of the removal. The bituminous surface removed from the project shall be disposed of by the Contractor outside the Right of Way in accordance with Section 2104.3C3. All costs associated with the removal of bituminous surface that is less than 4.5" thick (Standard Street Pavement Depth) shall be considered incidental to the project unless the removal area is specifically designated on the plan sheets.

All removed items will be disposed of in compliance with all federal, state, and local regulations by the contractor. The cost of proper disposal shall be included in the associated bid item.

Salvaged Pipe, Castings, Water Main Fittings and Hydrant: Special care shall be taken when salvaging water main fittings and gate valves, hydrants, pipe and castings to insure that there is no damage to the salvaged units and that they are salvaged in a reusable condition.

Wherever the tee, gate valve or hydrant is removed the water main pipe, if abandoned in place, shall be plugged with concrete.

The salvaged items, not reused on the project, shall be delivered to the Public Works Department facility located on South Peck Street by the Contractor.

**Basis of Payment:**

The basis of payment shall be as specified in Section 2104.5 for the following items:

Item No.	Item	Unit
2104.501	Remove Curb & Gutter	Lineal Foot
2104.503	Remove Concrete Pavement 4" & 6"	Square Feet
2104.505	Remove Bituminous Pavement Patch (3"-5" Thick)	Square Yard
2104.509	Remove Casting and Assembly	Each

### **S.P. 23.0      ROADWAY EXCAVATION AND EMBANKMENT (2105):**

Roadway excavation and embankment shall be performed in accordance with the provisions of Mn/DOT 2105, except as modified below:

**Tree Roots:** Where excavation requires that tree roots be cut and removed within two feet of the tree trunk such cuts will be made by sawing and considered incidental to the contract.

**Compaction:** The compaction of the subgrade, all embankment construction and culvert and storm sewer pipe backfill, shall be obtained by the "Ordinary Compaction (Visual Inspection)" method described in Mn/DOT 2105.3F2.

**Disposal of Excess Materials:** Excess common excavation designated as (Scraper) shall be disposed of within the R/W and/or on property adjacent to the project in areas designated by the Engineer. This bid item includes stripping topsoil from the disposal area as well as re-spreading the topsoil after the disposal area has been graded. The excess common excavation designated as (Truck Haul) is for the removal of material excavated from the existing street and sub cut areas that cannot be reused on the project site. Off project disposal of excess material under this bid item is the responsibility of the Contractor. No direct compensation other than the "Common Excavation (Truck Haul)" unit price will be paid for the hauling and disposal of this material. The same disposal requirements apply for excess material from driveway excavations.

**Topsoil Salvage & Borrow:** All topsoil shall be salvaged from the areas to be disturbed and shall be stockpiled for future use. Topsoil borrow material shall conform to the requirements of Mn/DOT 3877 for Topsoil Borrow. Salvaged topsoil and topsoil borrow shall be placed at a minimum thickness of 4 inches.

**Method of Measurement:** Common excavation will be measured by volume as existing material. The final quantity for which payment will be made shall be Plan Quantity (P) if so designated on the bid proposal forms. The Plan Quantity (P) includes topsoil stripping. Subgrade excavation will be measured by Excavated Volume (EV) is paid based on actual field measurements of the material removed unless also designated (P). Salvaged topsoil and the placement thereof shall be included as part of the Common Excavation quantity.

#### **Basis of Payment:**

The basis of payment shall be the same as that specified in Section 2105.5 for the following items:

Item No.	Item	Unit
2105.507	Subgrade Excavation (EV)	Cubic Yard
2574.525	Topsoil Borrow (LV)	Cubic Yard

**S.P. 24.0 SUBGRADE PREPARATION (2112):**

Subgrade preparation shall be required on all roads, driveways and other areas that are to receive initial placement of aggregate base in accordance with Mn/DOT 2112. Subgrade preparation is also required where contaminated aggregate base is removed to the subgrade.

Compaction: The compaction of the subgrade materials shall be obtained by the Ordinary Compaction Method as set forth in Section 2105.3F2.

Measurement and Payment: No payment as such will be made for subgrade preparation. All costs associated with subgrade preparation shall be considered incidental to common excavation.

**S.P. 25.0 AGGREGATE BASE (2211):**

The aggregate base shall be constructed in accordance with the provisions of Section 2211, except as modified below:

Materials: The aggregate used for base construction shall conform to the requirements of Section 3138 for Class 5 aggregate.

Construction Requirements: On streets where a portion of the aggregate base is already in place, the Contractor shall remove all contaminated materials that have washed onto the street from the boulevards, prior to adding any additional aggregate base. The new aggregate base shall be mixed with the in place aggregated base and compacted. The removal of contaminated material and mixing of the aggregate shall be incidental to the cost of the Aggregate Base and no direct compensation will be made therefore.

Compaction: Density of the aggregate materials shall be obtained by the Ordinary Compaction Method as set forth in Section 2211.3C2.

Method of measurement: Aggregate base shall be measured by compacted inplace volume (CV) measured inplace on site in accordance with the project specifications.

**Basis of Payment:**

The basis of payment shall be as specified in Section 2211.5 for the following item(s).

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2211.501	Aggregate Base, Class 5 (CV)	Ton

**S.P. 26.0      MILL PAVEMENT SURFACE:**

The provisions of Mn/DOT 2232 shall apply unless modified below:

All additional pavement removal located adjacent to and/or within the milling limits (i.e. Above the existing curb gutter pan, manhole structures, gate valves, etc.) to establish the proposed elevations prior to paving shall be individually paid. All costs shall be included and considered incidental to mill bituminous surface.

The Contractor will be responsible to post all streets proposed to be milled **24 hours** in advance to the milling operations. Once the milling procedure has been completed, the Contractor shall allow adequate time for the Owner to assess and field mark any additional pavement patching limits. The Contractor shall then begin to remove and replace all bituminous and unsuitable subgrade material as directed by the Engineer prior to paving the final wearing surface. All said removals will be paid for accordingly to the respective bid items, other than above mentioned incidental items. Any subsequent street preparation/cleaning operations shall be considered incidental.

Operations: The Contractor will not be allowed to recycle the surfacing removed by the milling operations and introduce the material into any subsequent construction operations. All milled material will become the property of the City and shall be hauled and stockpiled at the City Public Works Facility located at 305 S. Peck Str. Fergus Falls, MN.

The Contractor shall limit the truck hauling to the fullest extent possible on the milled street surfaces. The contractor shall submit a haul route plan to the engineer for approval prior to commencing operations. The haul route plan shall indicate the route (streets) which the loaded and unloaded trucks will occupy from the project site to the City Public Works Facility, during the milling operations.

No warranty is expressed or implied that the newly milled street surface will facilitate truck traffic without resulting in damage to the underlying street material. Therefore, failure by the Contractor, due carelessness or negligence, to provide a haul route plan or to coordinate trucks hauling material, may result with the contractor correcting the damaged milled surface at the Contractors expense, as approved by the Engineer.

**Basis of Payment:**

The basis of payment shall be the same as that specified in Section 2232.4

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2232.501	Mill Bituminous Surface (1.5")	Square Yard

**S.P. 27.0 PLANT MIXED BITUMINOUS PAVEMENT:**

The provisions of Mn/DOT 2360 shall apply unless modified below:

Mix Designation: The mix designation numbers for the bituminous mixtures on this project are "Type 9.5 SPWEA240B" and "Type 12.5 SPNWB230B"

The Contractor will be permitted to use an Independent Testing Laboratory to establish the job mix formulas. The Contractor shall furnish a job mix formula for each type of pavement course.

The cost of the job mix formulas shall be incidental to the cost of the bituminous mixtures and no direct compensation will be made thereof.

Compaction Operation: Compaction shall be obtained by the (2360.3.D.2) Ordinary Compaction Method set forth in the Specifications except the requirements for a control strip will be waived. However, the Engineer may require the Contractor to furnish and operate a nuclear testing device to verify that the maximum density is attained. The furnishing of the nuclear testing device and the operator shall be considered incidental to the furnishing and placement of the bituminous mixture and shall not be compensated for separately. The device shall be calibrated according to procedures described in the Mn/DOT Bituminous Manual.

Pavement Smoothness: The pavement smoothness requirements of 2350.7C will not apply on this project.

Method of Measurement: Bituminous mixture shall be measured by mass of material furnished and used in all mixtures in accordance with 1901.

**Basis of Payment:**

The basis of payment shall be the same as that specified in Section 2350.9 except that payment for plant mixed bituminous surface will be made on the basis of the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2360.501	Type SP 9.5 Wearing Course Mixture (SPWEA240B)	Ton
2360.502	Type SP 12.5 Non Wear Course Mixture (SPNWB230B)	Ton

#### **S.P. 28.0      BITUMINOUS TACK COAT:**

Bituminous tack coat shall be constructed in accordance with the provisions of Section 2357 except as modified herein:

Bituminous Materials: The bituminous material used for the bituminous tack coat shall be an Emulsified Asphalt grade CSS-1 or CSS-1H as specified in Section 2357.2A and applied at a rate not to exceed 0.05 gallons per square yard. No field dilution will be allowed.

##### **Basis of Payment:**

The basis of payment shall be the same as that specified in Section 2357.5 except that payment for the bituminous tack coat will be made on the basis of the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2357.502	Bituminous Material for Tack Coat	Gallon

#### **S.P. 29.0      MANHOLES, CATCH BASINS & CONTROL STRUCTURES:**

Manholes, catch basins and control structures shall be constructed or reconstructed in accordance with the provisions of Section 2506 except as modified below:

Castings: Castings shall be of the type and design listed in the payment schedule.

Adjusting Frame and Ring Castings, Water Valve Boxes: All rings for adjustment of manhole and catch basin castings shall be cast –iron insert rings, where applicable to meet the specified tolerances below, and shall be installed in conformance with the manufacturer’s recommendations. Water Valve Boxes shall be adjusted in conformance with the manufacturer’s recommendations.

No warranty is expressed or implied that all existing casting will meet the specified proposed finished grade of the street tolerances with the installation of a cast iron insert adjustment ring. The Contractor shall adjust the existing casting by cutting and removing the pavement, adjusting the existing casting to the proposed finish grade with a full mortar bed, and patch the pavement.

After completion of the bituminous base course the Contractor shall uncover and raise all castings and valve boxes as specified. The castings shall be set within ½ to ¾ inch tolerance below the proposed finished grade of the street. Bituminous base shall be placed around the casting to match the adjacent section and shall be compacted to the required density. Final street surface course material shall then be placed and compacted flush with the adjacent wearing course.



The cost of the materials required for backfilling around the castings and/or water valve boxes shall be incidental to the contract and no direct compensation will be made therefore.

**Basis of Payment:**

Payment for constructing manholes, catch basins and control structures at the appropriate contract prices shall be construed to be compensation in full for all costs of the work (including excavation, bedding material, compaction, and backfilling including granular backfill).

Payment for manholes, catch basins, castings and adjustments will be made on the basis of the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2506.516	Casting Assembly, Curb Inlet (Mn/DOT 801, 810, 821B)	Each
2506.522	Adjust Frame & Ring Casting (Manhole)	Each
2506.522	Adjust Frame & Ring Casting (Catch Basin)	Each
2506.522	Adjust Gate Valve Box	Each

**S.P. 30.0 WALKS AND DRIVE SLAB:**

Concrete walks, drive slabs, and pedestrian curb ramps shall be constructed in accordance with the provisions of Section 2521 & 2531 except as modified below:

Pedestrian Curb Ramp Construction: Pedestrian Ramps shall be constructed in accordance with MnDOT requirements, Curb Ramp Standard Plan 5-297.250

Walk Construction: Concrete walks shall be constructed in accordance with Fergus Falls Standard Plate No. 5.

Drive Slab Construction: Concrete drive slabs shall be constructed in accordance with Fergus Falls Standard Plate No. 8 or 8-A.

**Basis of Payment:**

The basis of payment shall be the same as that specified in Section 2521.5 & 2531.5 except that the payment for concrete walks and drive slabs will be made on the basis of the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2531.532	Pedestrian Curb Ramp, Type C.I. (2'x4' Truncated Dome)	Each
2531.605	4" Concrete Driveway Pavement (Sidewalk/Apron)	Square Foot
2531.605	6" Concrete Driveway Pavement (Sidewalk/Apron)	Square Foot

### **S.P. 31.0      CONCRETE CURB & GUTTER:**

Concrete curb and gutter shall be constructed in accordance with the provisions of Section 2531 except as modified below:

Concrete curb and gutter shall be constructed as shown on the plans in accordance with Mn/DOT Standard Plates as indicated on the plans.

#### **Basis of Payment:**

The basis of payment shall be the same as that specified in Section 2351.5 except that the payment for concrete curb and gutter will be made on the basis of the following schedule:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2531.501	Concrete Curb and Gutter, Design B-618	Lineal Foot

### **S.P. 32.0      TEMPORARY EROSION CONTROL (2573):**

In addition to Section 2573, the following provisions shall apply:

**Summary of Work:** The work under this section of the Special Provisions shall include all temporary erosion control measures including, but not necessarily limited to, silt fence, bale checks and interim mulch as may be necessary to control soil erosion and sedimentation. The work shall include furnishing all materials, labor and equipment required for the construction and maintenance of erosion and sediment control devices as shown on the Plans or as directed by the Engineer. The work shall also include all inspections and reports as required by the storm water discharge permit for construction activities.

**Materials:** The silt fence shall be the pre-assembled type and in accordance with the provisions of Section 3886.2B.

#### **Construction Requirements:**

##### **A. General:**

i. Temporary erosion control measures such as silt fences shall be coordinated with the site work and turf establishment. No site work will be permitted until all necessary temporary erosion control measures are completed and in place in order to prevent excessive soil erosion and subsequent silt materials from entering wetlands, streams or storm sewers. The construction of erosion control measures shall not relieve the Contractor of the responsibility for preventing or minimizing the potential for erosion or silt. The Contractor shall be responsible for all damages and clean up and the costs therefore, resulting from erosion of the soils and any silt that may occur, regardless of the temporary erosion control measures taken.

ii. The alignment and location of erosion control measures shall be as shown on the Plans or as directed by the Engineer. No warranty is expressed or implied that all perimeter sediment and/or erosion control installations will be accessible for machine construction. It is the responsibility of the Contractor to access the field conditions to determine the actual construction limits relative to the locations of the existing environment such as the trees and the tree root systems. Minimum measures are shown on the Plans. The Contractor shall incorporate further measures into the work as the site conditions may indicate.

iii. Inspections of the temporary erosion control measures and reports thereof, shall be made in accordance with the storm water discharge permit for construction.

B. Removal of Temporary Erosion Control: Temporary erosion control devices shall remain in place until the permanent measures (turf establishment) have become established as determined by the Engineer. All areas disturbed by the removal of temporary erosion control measures shall receive the same turf establishment as the areas adjacent thereto.

C. Interim Mulch:

i. During the periods when seeding and/or sodding are not permitted, the Contractor shall shape the areas to their final configuration, loosen the soil as necessary, apply interim mulch and anchor the mulch as directed by the Engineer.

Where the Bidder's Proposal includes separate pay items for mulch and disk anchoring, the furnishing and anchoring of interim mulch shall be paid for at the unit price bid for the respective items. In the absence of separate pay items for mulch or disk anchoring, the furnishing and anchoring of interim mulch shall be considered incidental and no additional compensation shall be made therefore.

ii. Once seeding can proceed, the Contractor shall prepare the topsoil as specified herein.

D. Installation Requirements: Silt fence shall be constructed so that the geotextile fabric is on the upstream side of the supporting stakes. The geotextile fabric shall be embedded in an anchor trench along the upstream side of the silt fence. The anchor trench shall be 6 inches deep by 6 inches wide and shall extend the full length of the silt fence. The geotextile fabric shall line both sides and bottom of the anchor trench. The anchor trench shall be backfilled with the excavated material which shall be firmly compacted into place.

E. Maintenance: It shall be the Contractor's responsibility to maintain all erosion control measures and to inspect same after each rainfall event. All displaced silt fences shall be repaired where sagging or otherwise damaged. The Contractor shall review the temporary erosion control measures and make revisions as necessary in order to minimize damage due to future rainfalls. Temporary erosion control measures shall be fully

maintained until they are removed. The cost of maintenance of temporary erosion control shall be considered incidental.

Method of Measurement: The method of measurement shall be as specified in Section 2573.4.

**Basis of Payment:**

The basis of payment shall be as specified in Section 2573.5.

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2573.530	Inlet Protection, Type B (Rock Log) 6 L.F. Min.	Each

**S.P. 33.0 TURF ESTABLISHMENT:**

Turf establishment shall be done in accordance with the provisions of Section 2575 and the SWPPP requirements included herein, except as modified below:

Seed Rates: Where seeding is required, it shall be done in accordance with Section 3876. Seed Mixture No. 25-151 shall be applied at the minimum rate of 200 pounds per acre.

Commercial Fertilizer: The Commercial Fertilizer shall be analysis 25-5-10 in accordance with Mn/DOT 3881. The Commercial Fertilizer shall be applied at a rate of 300 pounds per acre on all seeded areas.

Areas prepared for seeding shall be free of all rocks, debris, and clumps of soil in excess of 1". The area shall be graded uniformly raked and transitioned into the existing area free of any ridges.

Final acceptance of seeding shall be based on an established growth of 6-inches with a uniform density to cover 80% of the designated area, free of weeds and bare spots. Any corrective/maintenance action required to meet the final acceptance requirements shall be at the Contractor's expense.

Bonded Fiber Matrix: This work shall consist of the application of a Bonded Fiber Matrix mulch to provide erosion control and to establish permanent ground covering vegetation. Seed and fertilizer, used in conjunction with the Bonded Fiber Matrix shall be as indicated in the Plan, and shall be paid for separately. The Bonded Fiber Matrix shall consist of long strand wood fibers held together by a bonding agent, which upon drying becomes insoluble and non-dispersible. The seed/fertilizer/bonded fiber matrix slurry shall dry to form a crust approximately 1/8 to 3/16 inches thick (after drying) adhering to the soil surface and shall provide 98-100% continuous coverage.

The Bonded Fiber Matrix shall meet the following physical requirements:

A. Fibers shall be composed of 100% wood or wood byproducts. A minimum of 25% of the fibers shall average 0.4 inches in length and 50% or more shall be of length to be retained on a Clark Fiber Classifier 24 mesh screen. Fibers shall be colored with a water soluble, nontoxic dye, to aid in uniform application over the site.

B. The binder shall be formulated from three elements: Polysaccharide guar, a standard agriculture fertilizer, and a slow release fertilizer.

C. The binder shall not dissolve or disperse upon re-wetting.

D. The matrix shall be comprised of materials 100% biodegradable and 100% beneficial to plant growth.

E. The matrix shall have no gaps between product and soil.

F. The matrix shall have no germination or growth inhibiting factors and shall not form a water insensitive crust.

G. the matrix shall have no holes > 3/8 inch (1 mm) in size.

Mixing: Mixing shall be 50 lb. (dry) of bonded fiber matrix to 125 gallons of water.

Application: Installation shall be performed by a Contractor certified to install Bonded Fiber Matrix soil stabilizers to ensure that the appropriate equipment and methods are used. Bonded Fiber Matrix shall be mixed in a hydroseeder and sprayed onto the soil surface. During application, the spray shall be directed to obtain a uniform material distribution as evidenced by a uniform coating of the soil surface.

On slopes 4 horizontal to 1 vertical ratio and steeper, the material shall be applied from both upslope and downslope directions to ensure coverage of all rough soil surface areas on the slope. Application shall be done at least 24 hours in advance of projected rainfall to allow the soil stabilizer adequate time to dry.

The target rate of application shall be 3400 lbs/acre or 700 lbs/1000 sq. yds. on small areas. The actual rate of application shall be as directed by the Engineer to match varying construction conditions so that there is 100% ground coverage.

Sodding: The type of sod furnished by the Contractor shall be Erosion Control Sod and shall meet the requirements set forth in Section 3878.2B of the Specifications.

Sod placement shall be in accordance with the provisions of Section 2575.3F on areas designated by the Engineer and as shown in the plans and as modified below:

After sodding is completed in each area the Contractor shall fill in all areas between the existing improvements and the newly placed sod with topsoil and seed said areas. These small areas shall be watered and maintained the same as the newly placed sod. Topsoil,

seed mixture and labor for this work shall be incidental to the Contract bid price for Sodding and no direct compensation will be made therefore.

Maintenance: All areas of turf restoration shall be maintained by the Contractor until the turf is established to the satisfaction of the Engineer. The Bonded Fiber Matrix shall be maintained in the same manner as sod in accordance with the provisions of Mn/DOT 2575.3L1

Maintenance: All areas of turf restoration shall be maintained by the Contractor until the turf is established to the satisfaction of the Engineer. The Bonded Fiber Matrix shall be maintained in the same manner as sod in accordance with the provisions of Mn/DOT 2575.3L1

Method of Measurement: Measurement and payment for seeding will be made in accordance with the schedule set forth below at the appropriate contract bid price or the specific unit of measure. Such payment shall be full compensation for furnishing, preparing the topsoil, and placing all seeding and fertilizing materials at the specified rates, labor, tools, equipment, maintenance, watering, and incidentals necessary to complete the work.

**Basis of Payment:**

The basis of payment shall be the same as that specified in Section 2575.5, except as modified below:

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>
2575.501	Seeding & Fertilizer	Square Yard
2575.560	Hydraulic Matrix, Type Mulch	Pound

**S.P. 34.0 CONSTRUCTION SCHEDULE, ACCESS & MISC. NOTES:**

In addition to the normal access requirements specified herein the Contractor shall schedule the work so as to minimize the inconvenience to the local residents and maximize their access to their homes.

**Standard project work hours are from 7:00 am to 7:00 pm on Monday thru Friday, excluding Holidays. Saturday work must be coordinated with and approved by the Engineer.**

## **APPENDIX NO. 1**

CITY OF FERGUS FALLS, MINNESOTA  
2025 MILL AND BITUMINOUS OVERLAY PROJECT

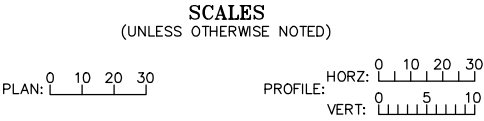
ENGINEERING DEPARTMENT  
CONSTRUCTION PLANS FOR  
MILL, BITUMINOUS

PUBLIC IMPROVEMENT NO. 5381

SPECIFICATIONS REFERENCE

THE 2018 EDITION OF THE MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
"STANDARD SPECIFICATIONS FOR  
CONSTRUCTION" SHALL GOVERN.

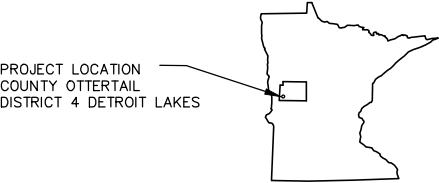
CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM)  
STANDARD SPECIFICATION 2018 EDITION, SHALL GOVERN  
THE CONTRACT.



INDEX OF SHEETS		
PI. NO.	DESCRIPTION	SHEET
5381	TITLE SHEET	1
5381	ESTIMATED QUANTITIES & STANDARD PLATES	2
5381	TYPICAL SECTION & TRAFFIC CONTROL SCHEDULE	3
5381	SWPPP NOTES & SHEETS	4
5381	MILL & OVERLAY PLAN SHEET	5

CONVENTIONAL SYMBOLS

RIGHT OF WAY LINE	=====
PROPERTY LINE	=====
VACATED PROPERTY	=====
RAILROAD	=====
R.R. RIGHT OF WAY	=====
POWER POLE	-----o-----
TELEPHONE POLE	-----o-----
WATER VALVE BOX	-----o-----
WIRE FENCE	=====
HEDGE	=====
WATER MAIN	=====
SANITARY SEWER IN PLACE	=====
STORM SEWER IN PLACE	=====
TREES	=====
MANHOLE	=====
FIRE HYDRANT	=====
STREET LIGHT	=====
GAS MAIN	=====
UNDERGROUND TELEPHONE	=====
UNDERGROUND POWER	=====
UNDERGROUND TELEVISION	=====



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR  
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICEN-  
SED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE  
OF MINNESOTA.

DATE May 13, 2025 TYSON J HAJICEK  
REG. NO. 43875



STATEMENT OF ESTIMATED QUANTITIES P.I. NO. 5381  
BASE BID

ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY
2021.501	MOBILIZATION	LS	1
2104.505	REMOVE BITUMINOUS PAVEMENT 3"-5" TH.	S.Y.	956
2232.501	MILL BITUMINOUS SURFACE (1.5")	S.Y.	21118
2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GAL	1057
2360.501	TYPE SP 9.5 WEARING COURSE MIX (SPWEA240B)	TON	1826
2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (SPNWB230B)	TON	165
2504.602	ADJUST GATE VALVE & BOX	EACH	18
2506.522	ADJUST FRAME & RING CASTING, (Manhole)	EACH	21
2563.601	TRAFFIC CONTROL	LS	1
2573.533	Inlet Protection, Type B (Rock Log) (6 LF MIN.)	EACH	17

MN/DOT PLATE NO.	MN/DOT STANDARD PLATES
3000 L	REINFORCED CONCRETE PIPE
3006 G	GASKET JOINT FOR R.C. PIPE
3040 F	CORRUGATED METAL PIPE CULVERT
3100 G	CONCRETE APRON FOR REINFORCED CONCRETET PIPE
3123 J	METAL APRON FOR C.S. PIPE
3124 B	METAL APRON CONNECTION
3133 D	RIPRAP AT R.C.P. OUTLETS
3134 D	RIPRAP AT C.M.P. OUTLETS
3139 A	RIPRAP AT PRECAST CONCRETE END SECTIONS
3145 E	CONCRETE PIPE TIES
4005 L	MANHOLE OR CATCH BASIN, (DESIGN "F")
4006 L	MANHOLE OR CATCH BASIN, (DESIGN "G")
4007 C	PRECAST MECHANICAL JOINT SEWER MANHOLE
4010 H	CONCRETE SHORT CONE AND ADJUSTING RING
4011 E	PRECAST CONCRETE BASE
4026 A	CONCRETE ENCASED CONCRETE ADJUSTMENT RINGS
4101 D	RING CASTING FOR MANHOLE OR CATCH BASIN, (NO. 700-7)
4108 F	ADJUSTING RINGS FOR CATCH BASIN AND MANHOLES
4110 F	COVER CASTING FOR MANHOLE, (NO. 715 AND 716)
4126 F	CATCH BASIN FRAME CASTING, (NO. 801)
4129 C	GRATE FOR CATCH BASIN, (NO. 810)
4129 G	GRATE FOR CATCH BASIN, (NO. 802A)
4131 C	CATCH BASIN FRAME AND GRATE CASTING (804 AND 813)
4140 D	SPECIAL GRATE CASTINGS FOR CATCH BASINS, (NO. 721)
4154 B	CATCH BASIN GRATE CASTING (816)
4160 D	CURB BOX CASTING FOR CATCH BASIN, (NO. 823A)
4161 F	CURB BOX CASTING FOR CATCH BASIN, (NO. 821B)
4180 J	MANHOLE OR CATCH BASIN STEP
7020 J	CONCRETE CURB
7035 L	CONCRETE WALK & CURB RETURNS AT ENTRANCES
7036 E	PEDESTRIAN CURB RAMP
7065C	BITUMINOUS CURB
7100 G	CONCRETE CURB & GUTTER, (DESIGN B-618)
7102 I	CONCRETE CURB & GUTTER - (D-418)
7111 J	INSTALLATION OF CATCH BASIN CASTINGS
7112 C	INSTALLATION & REINFORCEMENT OF CATCH BASIN & MANHOLE CASTINGS
8000 I	STANDARD BARRICADES

BASIS OF PLANNED QUANTITIES

SAND-GRAVEL SUB-BASE (6")

.304 TON PER SQ. YD.  
.167 CU. YD. C.V. PER SQ. YD.  
.217 CU. YD. L.V. PER SQ. YD.

PLATE NO.	FERGUS FALLS STANDARD PLATES
W-1	TRENCH STABILIZATION
W-3	REACTION BACKING
W-4	REACTION BACKING
W-5	GRANULAR BEDDING
W-6	TYPICAL HYDRANT
W-7	AIR RELEASE ASSEMBLY
W-8	TRACER WIRE DETAIL
W-9	PVC PIPE CASING SKIDS
W-10	1" WATER SERVICE DETAIL
NO.5	CONCRETE WALK
NO.8	CONCRETE DRIVEWAY
NO.14	CLASS "B" BEDDING
NO.20	STANDARD SEWER LEAD-IN
NO.22	STANDARD SEWER LEAD-IN WITH RISER

CITY OF FERGUS FALLS, MINNESOTA  
ENGINEERING DEPARTMENT

ESTIMATED QUANTITY,  
STANDARD PLATES,  
WESTSIDE DR., MEADOW HILL LN.  
ALCOTT AVE., MELODY LN.  
PARK VIEW

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR  
UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICEN-  
SED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE  
OF MINNESOTA.  
DATE May 13, 2025 REG. NO. 43875  
TYSON J HAJICEK

CHECKED BY TJH DRAWN BY TH

APPROVED BY CITY COUNCIL  
DATE 2025 MAYOR

CITY PROJ. NO. 5381 PUBL. IMP. NO. DISK NO.

NOTES:

1. IN GENERAL THE CONTRACTOR SHALL INSTALL THE INDICATED CONSTRUCTION BARRICADES ONLY IN THE AREAS ACTUALLY UNDER CONSTRUCTION. AREAS NOT AFFECTED BY CONSTRUCTION SHALL REMAIN OPEN TO TRAFFIC.
2. MORE THAN ONE BARRICADE WILL BE REQUIRED TO CLOSE A STREET. THE NUMBER OF BARRICADES REQUIRED AT EACH LOCATION WILL BE DESIGNATED BY THE ENGINEER. (MIN. VARIES WITH ROAD WIDTH).
3. TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST VERSION OF THE MNUMTDC INCLUDING APPENDICES.
4. CONSTRUCTION ZONE SIGNING SHALL ALSO BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL INCLUDE BUT NOT BE LIMITED TO SIGNS FOR LANE CLOSURES, BUMP, DIP, MACHINERY AHEAD, LOOSE GRAVEL, ETC. THE NUMBER AND LOCATIONS OF THESE SIGNS WILL DEPEND ON THE CONTRACTORS OPERATIONS AND IN ACCORDANCE WITH THE TEMPORARY TRAFFIC CONTROL ZONE LAYOUT - FIELD MANUAL.
5. ADDITIONAL SIGNAGE WILL BE REQUIRED AT DRIVEWAY AND ALLEY LOCATIONS. INSTALL SIGNS IN THESE LOCATIONS AS DIRECTED BY THE ENGINEER.
6. AS SECTIONS OF THE STREET ARE OPENED TO TRAFFIC THE CONTRACTOR SHALL ADJUST TRAFFIC CONTROL SIGNAGE AS NEEDED AND DIRECTED BY THE ENGINEER.
7. ALL DETOUR M4-# PLAQUE SIGNS AND THE "DETOUR/ARROWS" (M4-#) SIGNS SHALL BE RETOUR-REFLECTIVE FLUORESCENT DIAMOND GRADE (3924 SERIES) SHEETING. ALL OTHER CONSTRUCTION WARNING SIGNS AND DEVICES SHALL BE RETRO-REFLECTIVE DIAMOND GRADE (3984 SERIES) SHEETING. ALL REGULATORY SIGNS SHALL BE RETRO-REFLECTIVE VIP DIAMOND GRADE (3990 SERIES) SHEETING. ALL ROUTE MARKER GUIDE SIGNS AND DIRECTIONAL ARROWS SHALL BE AS LISTED. ALL SIGNS SHALL BE LIKE NEW. THE MINIMUM CONDITION OF THE SIGNS SHALL BE NO LESS THAN THE ACCEPTABLE CONDITION AS INDICATED IN THE EVALUATION GUIDE OF THE TEMPORARY TRAFFIC CONTROL ZONE LAYOUT - FIELD MANUAL.
8. ALL SIGNS SHALL BE GROUND MOUNTED INSTALLED (EXCEPT THOSE LOCATIONS INDICATING THE USE OF TYPE III BARRICADES) UNLESS OTHERWISE NOTED. GROUND MOUNTED SIGN INSTALLATIONS SHALL CONFORM TO THE SPECIFICATIONS IN THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES INCLUDING APPENDICES AND THE MINNESOTA DEPARTMENT OF TRANSPORTATION TRAFFIC ENGINEERING MANUAL. NO OTHER INSTALL TYPES WILL BE ALLOWED WITHOUT APPROVAL BY THE ENGINEER OR HIS DESIGN.
9. THE SIZE OF THE SPECIAL SIGNS SHALL BE DETERMINED BY THE CONTRACTOR USING 6" LETTERING.
10. J-BARRIERS MAY BE REMOVED UPON UTILITY COMPLETION.
11. ALL ITEMS NOT INDIVIDUALLY SPECIFIED IN THE BIDDING SCHEDULE SHALL BE INCLUDED IN THE LUMP SUM BID FOR TRAFFIC CONTROL.
12. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND EMERGENCY VEHICLES AT ALL TIME.
13. BURIED UTILITIES ARE SHOWN ON PLANS IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL CALL A GOPHER STATE ONE CALL PRIOR TO CONSTRUCTION TO VERIFY EXACT LOCATION. (INCIDENTAL)
14. ALL TURF TO BE RESTORED WILL BE DEFINED, BY THE ENGINEER, IN THE FIELD. AFTER PLACEMENT OF TOPSOIL NEED TO BE RESTORED WITH IN 7 DAYS.
15. FOR CITY OF FERGUS FALLS STANDARD PLATES SEE SPECIAL PROVISIONS.
16. SALVAGE EXISTING TOPSOIL FROM ALL AREAS DISTURBED BY CONSTRUCTION. SALVAGED TOPSOIL SHALL BE DISTRIBUTED ON AREAS REQUIRING TURF RESTORATION.
17. THE EXACT REMOVAL LIMITS OF SIDEWALKS, CURB AND GUTTER AND BITUMINOUS PAVEMENT PATCHES SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER. BITUMINOUS AND CONCRETE SURFACES DESIGNATED FOR REMOVAL SHALL BE SAW CUT TO FULL DEPTH OF SURFACE PRIOR TO REMOVAL.
18. INLET PROTECTION FOR ALL EXISTING STORM SEWER INLETS AND MANHOLES SHALL BE IN PLACE PRIOR TO BEGINNING ANY MILLING.
19. PLACE "WORK AHEAD SIGNS", AT MINIMUM, AT BEGINNING AND END OF THE STREETS WHERE THE MILL AND OVERLAY PROJECT. ALL CONSTRUCTION RELATED TRAFFIC CONTROL SHALL BE IN PLACE PRIOR OF MILLING THE SURFACE.
20. CONTRACTOR SHALL PROTECT ALL ITEMS NOT DESIGNATED FOR REMOVAL THAT ARE DAMAGED OR REMOVED WITHOUT PRIOR CONSENT OF THE ENGINEER SHALL BE REPAIRED OR REPLACED TO NEW OR LIKE NEW CONDITION AT NO COST TO THE OWNER.
21. THE EXACT LIMITS OF REMOVALS FOR PED RAMPS WITH TRUNCATED DOMES WILL BE DETERMINED IN THE FIELD.
22. ALL MANHOLES AND WATER VALVES SHALL BE ADJUSTED TO 1/4" TO 3/8" BELOW FINISH GRADE ELEVATION.

VAR. ROADWAY

C

VAR.

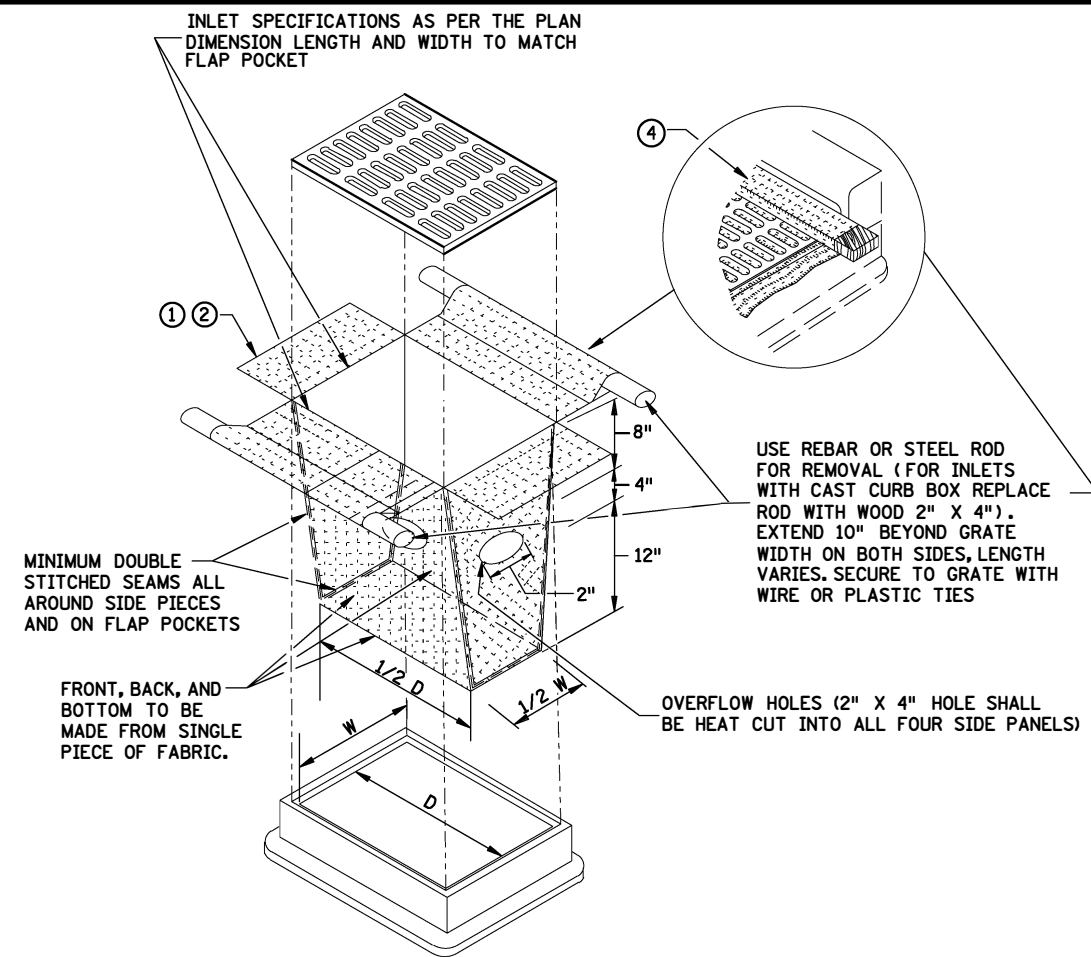
VAR.

EXISTING CURB & GUTTER (BOTH SIDES)

1.5" MILL & TYPE SP 9.5 WEARING COURSE (SPWEA240B)  
2357 BIT. TACK COAT

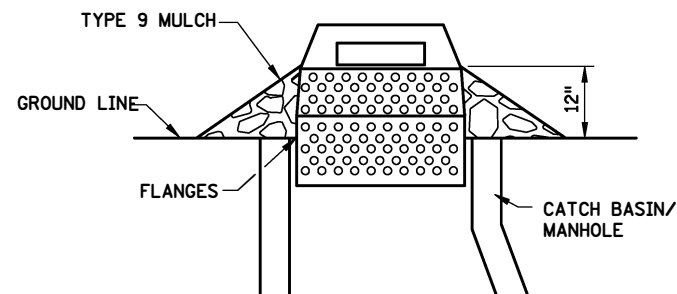
NO SCALE

State Proj. No.



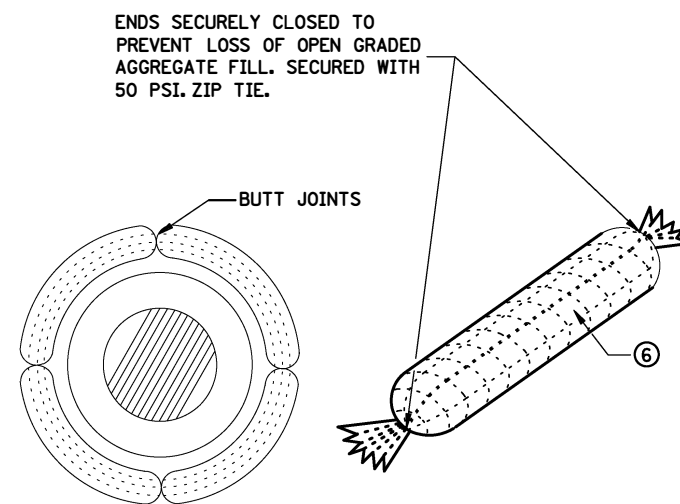
### FILTER BAG INSERT ③

(CAN BE INSTALLED IN ANY INLET TYPE  
WITH OR WITHOUT A CURB BOX)

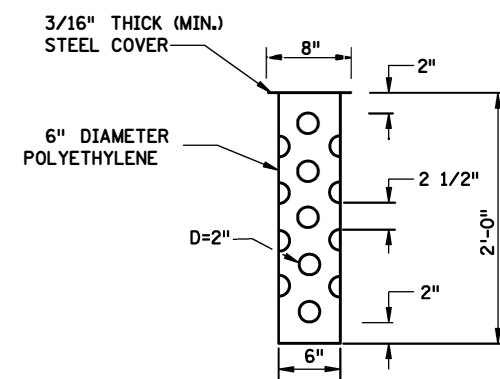


SEDIMENT CONTROL INLET HAT

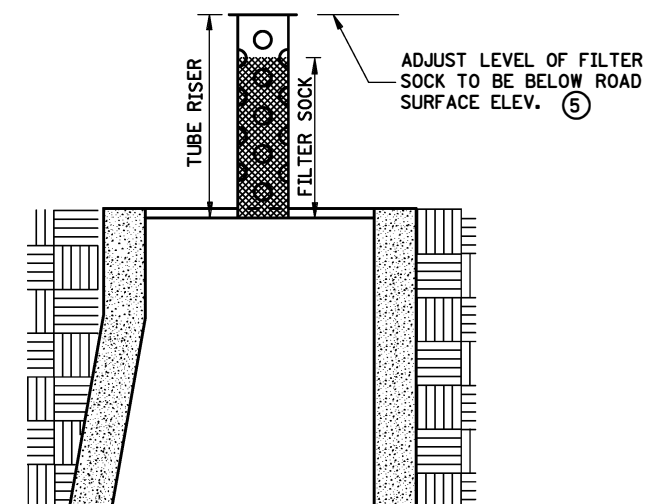
NOTE:  
THE SEDIMENT CONTROL BARRIER SHALL BE A METAL  
OR PLASTIC/POLYETHYLENE RISER SIZED TO FIT INSIDE  
THE CATCH BASIN/MANHOLE; HAVE PERFORATIONS TO ALLOW  
FOR WATER INFILTRATION; HAVE AN OVERFLOW OPENING,  
FLANGES AND A LID/COVER.



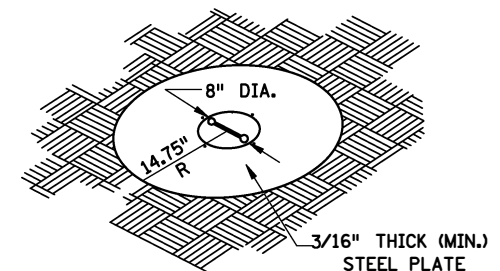
ROCK LOG/COMPOST LOG



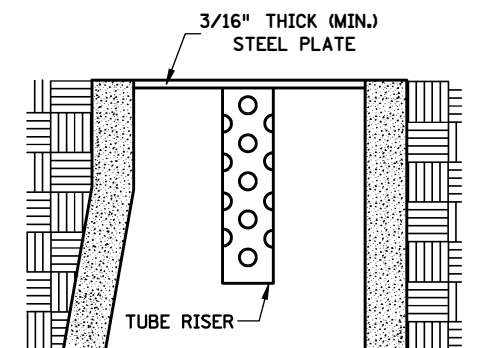
**TUBE RISER**



SECTION  
(UP POSITION)

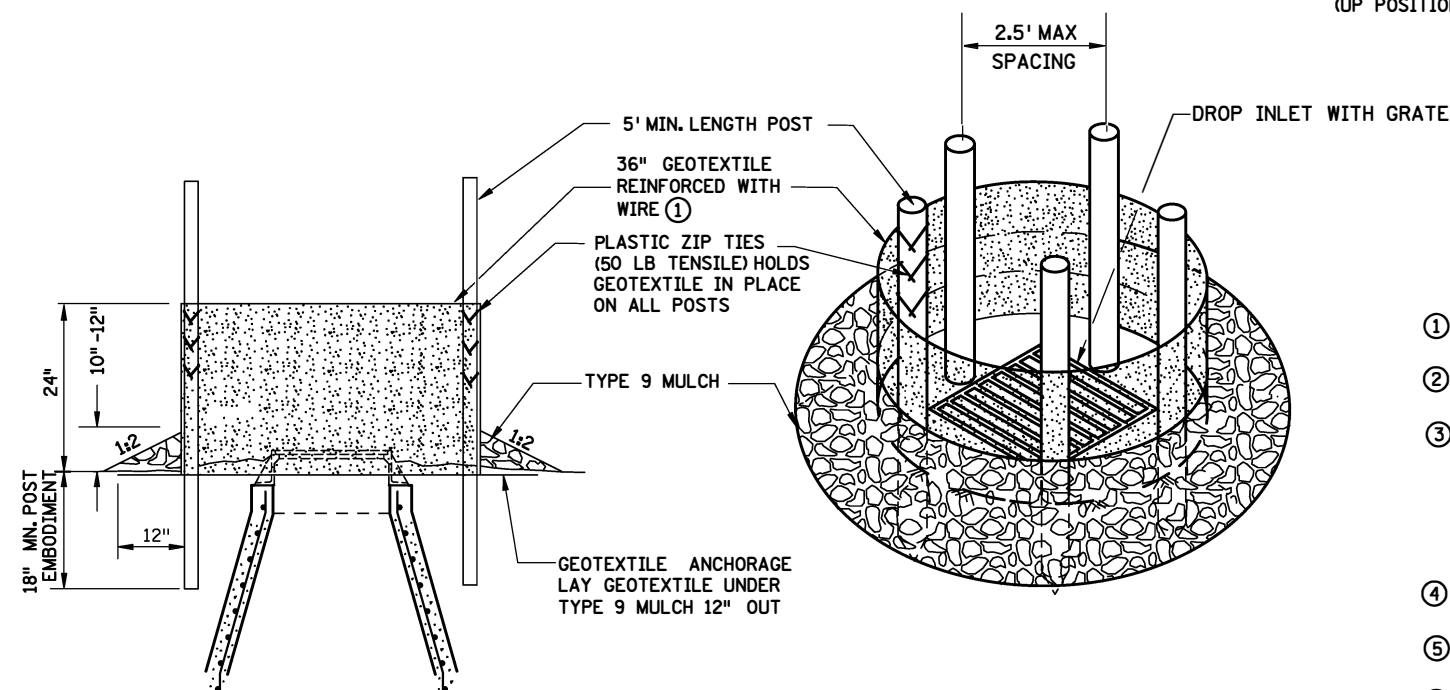


**PERSPECTIVE VIEW**



**SECTION**  
**(DOWN POSITION)**

## POP-UP HEAD



## SILT FENCE RING AND ROCK FILTER BERM

USE WHERE INLET DRAINS IN AN AREA WITH SLOPES AT 1:3 or LESS

**NOTES:**


SEE SPECS. 2573, 3137, & 3886.



DEVICES MUST BE ADJUSTED ACCORDINGLY AS TO NOT CAUSE FLOODING ON ROADWAY THAT WOULD IMPEED TRAFFIC FLOW.

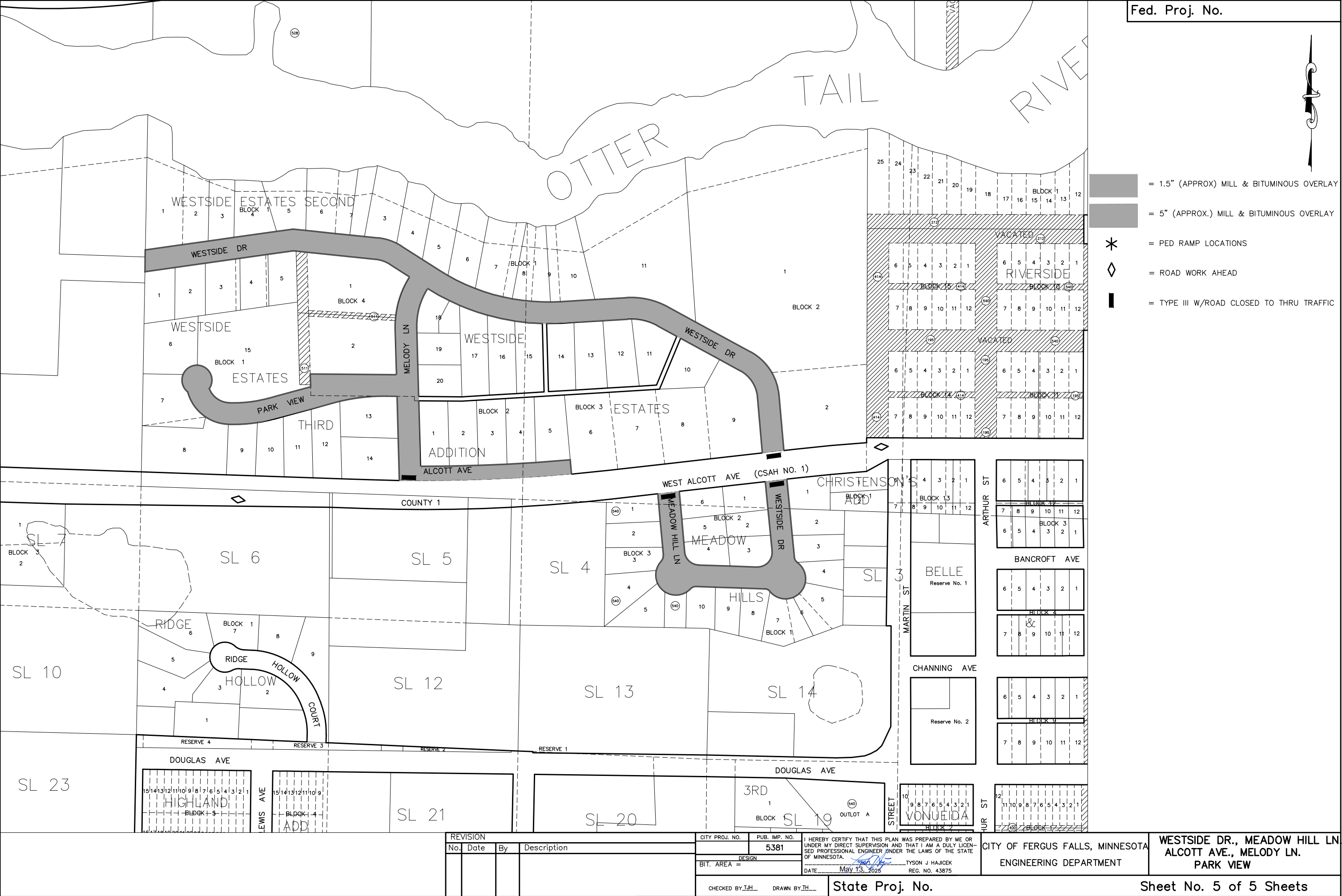
- ① ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS, MEETING SPEC. 3886.
- ② FINISHED SIZE, INCLUDING POCKETS WHERE REQUIRED SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
- ③ INSTALLATION NOTES:  
DO NOT PLACE FILTER BAG INSERT IN INLETS SHALLOWER THAN 30 INCHES, MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE. THE PLACED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE OF 3 INCHES BETWEEN THE INLET WALLS AND THE BAG, MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES. WHERE NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3 INCH SIDE CLEARANCE.
- ④ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2 INCH X 4 INCH OR USE A ROCK SOCK OR SAND BAGS IN PLACE OF THE FLAP POCKETS.
- ⑤ SOCK HEIGHT MUST NOT BE SO HIGH AS TO SLOW DOWN WATER FILTRATION TO CAUSE FLOODING OF THE ROADWAY.
- ⑥ GEOTEXTILE SOCK BETWEEN 4-10 FEET LONG AND 4-6 INCH DIAMETER. SEAM TO BE JOINTED BY TWO ROWS OF STITCHING WITH A PLASTIC MESH BACKING OR PROVIDE A HEAT BONDED SEAM (OR APPROVED EQUIVALENT). FILL ROCK LOG WITH OPEN GRADED AGGREGATE CONSISTING OF SOUND DURABLE PARTICLES OF COARSE AGGREGATE CONFORMING TO SPEC. 3137 TABLE 3137-1; CA-3 GRADATION.

REVISION:

APPROVED: 2-28-2017

  
CHIEF ENVIRONMENTAL OFFICER

 MINNESOTA DEPARTMENT OF TRANSPORTATION	STANDARD PLAN 5-297.405	4 OF 8	TEMPORARY SEDIMENT CONTROL STORM DRAIN INLET PROTECTION
	 APPROVED: 2-28-2017 REVISED:		
	STATE DESIGN ENGINEER	STATE PROJ. NO.	(T.H. ) SHEET NO. 4 OF 5 SHEETS



Fed. Proj. No.



- = 1.5" (APPROX) MILL & BITUMINOUS OVERLAY
- = 5" (APPROX.) MILL & BITUMINOUS OVERLAY
- = PED RAMP LOCATIONS
- = ROAD WORK AHEAD
- = TYPE III W/ROAD CLOSED TO THRU TRAFFIC

REVISION			
No.	Date	By	Description

CITY PROJ. NO.	PUB. IMP. NO.
	5381
DESIGN	
BIT. AREA =	
CHECKED BY <u>IJH</u>	DRAWN BY <u>IH</u>

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.  
DATE May 13, 2025 TYSON J HAJICEK  
REG. NO. 43875

CITY OF FERGUS FALLS, MINNESOTA  
ENGINEERING DEPARTMENT  
WESTSIDE DR., MEADOW HILL LN  
ALCOTT AVE., MELODY LN.  
PARK VIEW  
Sheet No. 5 of 5 Sheets

State Proj. No.

## RESPONSIBLE CONTRACTOR VERIFICATION OF COMPLIANCE

Minnesota Statutes, Section [16C.285](#), subdivision 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 minimum criteria set forth below. 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.

1. The Contractor:
  - i. is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. is in compliance with the Department of Revenue and the 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.
2. The contractor or related entity is in compliance with and, during the three-year period before submitting verification, has not violated section [177.24](#), [177.25](#), [177.41](#) to [177.44](#), [181.13](#), [181.14](#), or [181.722](#), and has not violated United States Code, [title 29, sections 201 to 219](#), or United States Code, [title 40, section 3141 to 3148](#). For purposes of this clause, a violation occurs when a contractor or related entity:
  - 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; and\*
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.

\*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.

### **Certification**

**By signing this document, I am certifying that I am an owner or officer of the contractor and am verifying under oath that:**

- 1. Contractor is in compliance with Minnesota Statutes, Section [16C.285](#),**
- 2. I have included Attachment A-1, and**

---

Contractor Company Name

---

Date

---

Authorized Signature of Owner or Officer

---

Printed Name

---

Title

**ATTACHMENT A-1:FIRST-TIER SUBCONTRACTOR LIST**  
**(Initial List)**

**SUBMIT WITH CONTRACTOR SOLICITATION RESPONSE**

Minnesota Statutes, Section [16C.285](#), subdivision 5. A prime contractor or subcontractor 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.

<b>NAMES OF FIRST TIER SUBCONTRACTORS (Legal name of company as registered with the Secretary of State)</b>	<b>Company Address</b>	<b>Work To Be Performed</b>