

DRAFT Contract Documents

Sweeney Lake Alum Treatment Phase I

Bassett Creek Watershed Management Commission

September 2020



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Division 0 – Bidding and Contract Documents

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Division 0 Bidding and Contract Documents

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I hereby certify that these specifications were 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.

Gregory J. Wilson, P.E.

Reg. No. 25782 Date 9/4/2020

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SECTION 00010
ADVERTISEMENT FOR BIDS

September 3, 2020

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission
Class of Work: Chemical Treatment
Project Location: Hennepin County, Minnesota
Pre-Bid Meeting: N/A
Bids Close At: 10:00 AM, Monday, October 5th, 2020

1.1 NOTICE TO CONTRACTORS

Bid Proposals for the furnishing of all labor, materials and all other items necessary to complete the work described herewith, will be received by the Bassett Creek Watershed Management Commission ENGINEER until 10:00 AM, October 5, 2020. In response to Governor Tim Walz' Emergency Executive Order 20-20 directing Minnesotans to stay at home, as well as CDC best practices related to COVID-19, ENGINEER's offices will not be open on the day of bid opening. As a result, all bids should be emailed to the ENGINEER, Attn: *Greg Wilson*, gwilson@barr.com.

Bids will be opened and read aloud from an online platform at 10:00 AM, October 5, 2020. Bidders or their authorized agents are invited to participate through ENGINEER's online WebEx platform. Instructions for accessing WebEx will automatically be sent to email account(s) of all bidders. Please send email to ENGINEER requesting WebEx instructions, along with email addresses of others that would like to participate in the bid opening.

The work, in accordance with drawings and specifications prepared by Barr Engineering Company consists of the following major items of work:

Chemical Treatment

Complete digital project documents are available at www.questcdn.com. You may download the digital plan documents for twenty dollars (\$20.00) by inputting Quest Project # [REDACTED] on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of project documents may also be examined and/or obtained at the office of the Engineer. Potential bidders may obtain the documents for a nonrefundable price of one hundred dollars (\$100.00) per set. Please make your check payable to Barr Engineering Co. and send it to 4300 MarketPointe Drive, Suite 200, Bloomington, Minnesota 55435. Please contact us at Phone: 952-832-2600; or Fax: 952-832-2601 if you have any questions. Partial sets of documents will not be issued. All communications relative to this project should be addressed to the ENGINEER Attn: *Greg Wilson*, gwilson@barr.com; 952-832-2672 prior to opening of the Bid.

Bid Proposals shall be submitted on forms furnished for that purpose.

Each bid proposal shall be accompanied by a "Bid Security" in the form of a certified or cashier's check made payable to Bassett Creek Watershed Management Commission ("OWNER") in an amount not less than five percent (5%) of the total bid, or a surety bond in the same amount, running to the OWNER, with a surety company duly authorized to do business in the state of Minnesota, such Bid Security to be a guarantee that the bidder, if awarded a contract, will enter into a contract with Bassett Creek Watershed Management Commission; and the amount of the certified check will be retained or the bond enforced by the OWNER in case the bidder fails to do so. The OWNER will retain the deposits for the three lowest bidders until the contract has been awarded and executed but not longer than sixty (60) days. No bid may be withdrawn for a period of thirty (30) days following the bid opening.

No PRE-BID meeting will be held for this project.

The bid of the lowest responsible bidder is intended to be accepted on or before the expiration of sixty (60) days after the date of the opening of bids. The OWNER, however, reserves the right to reject any or all bids and to wave any minor irregularities, informalities or discrepancies, and further reserves the right to award the contract in the best interest of Bassett Creek Watershed Management Commission.

****END OF SECTION****

DRAFT

SECTION 00020

INSTRUCTIONS TO BIDDERS

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission
Class of Work: Chemical Treatment
Project Location: Hennepin County, Minnesota
Pre-Bid Meeting: N/A
Bids Close At: 10:00 AM, Monday, October 5th, 2020

The attached Specifications, including drawings incorporated by reference and a complete set of forms of Bid Proposal, Bid Bond, Agreement, and other Contract Documents, are furnished for convenience of the Bidders and are not to be detached, filled out or executed. Separate copies of Bid Proposal forms will be furnished for the purpose of submission of bids. In submitted Bid Proposals, bidders shall comply with the following instructions that shall control as to the submission of bids.

Bidders are responsible to review insurance requirements and ensure that conforming certificates and endorsements can be provided as required.

1. DEFINED TERMS

- A. The term "Mn/DOT" in reference to a specification shall mean the latest published edition of the Minnesota Department of Transportation's Standard Specifications for Highway Construction, as modified by any Mn/DOT Supplemental Specification edition published prior to the date of the Advertisement.
- B. The term "Bidder" means one that submits a Bid directly to ENGINEER, as distinct from a sub-bidder, who submits a bid to the Bidder
- C. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of ENGINEER'S evaluation as hereinafter provided) makes an award. The Successful Bidder becomes the CONTRACTOR upon execution of the Agreement.
- D. The term "Bidding Documents" includes these Instructions to Bidders, the Bid Proposal, and the other Contract Documents (including all addenda issued prior to receipt of Bids).
- E. The term "Bidding Requirements" means those set forth in this Information Available to Bidders and on the Bid Form and otherwise in the Contract Documents.
- F. The term "Mn/DOT" means Minnesota Department of Transportation.
- G. The term "ENGINEER" means Barr Engineering Company.

2. CONTRACT DOCUMENTS

The Contract Documents shall consist of the following:

- Modifications (Change Orders, Work Change Directives and Field Orders)
- Notice to Proceed
- Addenda
- Notice of Award
- Agreement

Instruction to Bidders
Contract Drawings
Technical Specifications
Payment Bond
Performance Bond
Insurance
Supplementary Conditions
General Conditions
Completed Bid Form
Advertisement for Bids

In the case of a discrepancy between or among any of the technical terms and conditions set forth in any of the Contract Documents, the condition or term discrepancy shall be resolved by applying the Contract Documents in the order of priority listed above.

Technical terms used in a Contract Document shall have the meaning given by a specific definition of the term in that document, or if there is not such a definition, the term shall be governed by common understanding within engineering practice.

3. COPIES OF PROPOSED CONTRACT DOCUMENTS

- A. Complete sets of the proposed Contract Documents may be obtained following the instructions stated in the Advertisement for Bids. Plans and specifications shall only be available on a non-refundable, per set basis, with all contractors and vendors being charged the same. Plan holders may obtain more than one set of plans and specifications for the stipulated amount; however, all are non-refundable.
- B. Complete sets of the proposed Contract Documents must be used in preparing Bids. The OWNER and ENGINEER do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Contract Documents.
- C. OWNER and ENGINEER in making copies of the Contract Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use.

4. QUALIFICATIONS OF BIDDERS

- A. If requested, the low Bidder shall submit to ENGINEER written documentation which demonstrates the Bidder's ability to complete the Work as specified and to demonstrate qualifications to perform the Work. Written documentation shall be received by the ENGINEER within seven (7) calendar days following the request by the ENGINEER. This documentation may include, but shall not be limited to a description of present commitments; description of the Bidder's project experience in the past five years including nature of project, owner's name, dollar value and name of bonding company; a description of the Bidder's equipment, key personnel and resources which demonstrate the Bidder's ability to successfully complete the Work; a list of subcontractors Bidder proposes to use; and such other information the ENGINEER believes is necessary to judge Bidder's ability and qualifications.
- B. This project is funded in part by Section 319 of the Federal Clean Water Act. The local prevailing wage rates published by the Minnesota Department of Labor and Industry under

Minnesota Statutes 2017. Section 177.41 to 177.44 or any succeeding statutes shall be the minimum rate paid to workers, laborers, and mechanics on the project. The wage rate requirements are included in the Contract Documents.

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents and become thoroughly familiar with all terms, conditions, and requirements; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state and local Laws, Codes, Ordinances, and Regulations that may affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract Documents.
- B. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain such reasonable additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, underground facilities and utilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of the Work, and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. Bidder's failure to conduct or perform such reasonable examinations, investigations, explorations, tests, and studies or obtain additional information, shall represent that Bidder's Bid has included adequate cost contingencies as Bidder deems necessary for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- C. It is the Bidder's responsibility to obtain access to the site to conduct such explorations and testing as Bidder deems necessary for submission of a Bid. Bidder shall be responsible for restoration of all such lands to a condition equal to or better than the existing condition of such lands.
- D. The approximate boundaries of lands upon which the Work is to be performed, rights-of-way, and easements for access thereto, other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Drawings.
- E. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and by such means, methods, techniques, sequences or procedures of construction as may be specifically indicated in or required by the Contract Documents, if any, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. Except where means, methods, techniques, sequences or procedures of construction are specifically stated herein, the CONTRACTOR shall choose same in order to achieve the specified results.
- F. Permits and approvals will be acquired by the ENGINEER, listed below. The CONTRACTOR shall be responsible for acquiring all other permits and approvals, prior to Notice to Proceed, and required to pay any associated fees.

The ENGINEER is responsible to acquire the following permits or approvals:

- *Minnesota Pollution Control Agency notification*
- *Approval from the City of Golden Valley for public access to Sweeney Lake.*

- G. Prior to the submittal of Bids, if any potential Bidder is in doubt as to the true meaning of the Contract Documents or requires clarifications, that potential Bidder shall submit to the ENGINEER a written request for an interpretation or clarification thereof. The Bidder submitting the request shall be responsible for prompt delivery. Interpretations and clarifications considered necessary by the ENGINEER in response to such requests will be issued by Addenda mailed or delivered to all parties recorded by the OWNER as having received the Contract Documents. Requests received less than five (5) calendar days prior to the date for opening of Bids may not be answered by Addenda. Only interpretations and clarifications issued by Addenda will be binding. Oral interpretations and clarifications will be without legal effect.
- H. The estimate of quantities as shown in Section 00030, Bid Form, shall be used as the basis for calculation upon which the award of Contract will be made and for calculation of the initial Contract Price, but these quantities are not guaranteed to be accurate and are furnished without liability on the part of OWNER and ENGINEER. The actual quantities of the various items of work performed can be expected to differ from the estimates indicated on the Bid Form and will affect the final Contract Price. The CONTRACTOR shall cooperate with and assist the ENGINEER as necessary to obtain the actual measurements required for the ENGINEER's determination of the actual quantities. The CONTRACTOR may also be required to furnish to the ENGINEER, on a daily basis, daily reports stating information such as quantities of work performed, labor force used, hours worked, equipment used, and the amount of time the equipment was operated.
- I. **It is the intent of the Contract Documents to cover all aspects of the Work. Should there be some item or items shown on the Drawings or described in the Specifications, required to complete the Work, but not specifically included in any of the unit prices on the bid form or as amended by modifications to the Contract, these items and the furnishing of all necessary labor, materials and equipment shall be considered incidental to the Work and no additional compensation will be provided.**
- J. Any Addenda issued during the time of the bidding or forming a part of the Contract Documents acquired by the Bidder for the preparation of a Bid shall be included in the Bid and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Bid Form. **Failure on the part of the Bidder to so acknowledge receipt of Addenda may be cause for a bid to be deemed non-responsive.**

6. PRE-BID MEETING

There will be no pre-bid meeting.

7. BID SECURITY

- A. Each Bid must be accompanied by Bid Security made payable to the OWNER in an amount of five (5) percent of the Bidder's total base Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements outlined in the General Conditions.
- B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Performance and Payment Bonds and Certificates of Insurance, and Endorsements whereupon the Bid Security will be returned to CONTRACTOR. If the Successful Bidder fails to execute and deliver the Agreement, Bonds and Insurance documents within ten (10) calendar days after Notice of Award, OWNER may annul the Notice of Award and the Bid Security will be forfeited.
- C. The Bid Security of the second and third low Bidders may be retained for 60 calendar days after the closure of Bids, or if earlier, until a contract is awarded. Bid Securities will be returned at that time. Bid Security of all other Bidders will be returned within ten (10) days after the closure of Bids.

8. CONTRACT TIME

- A. The CONTRACTOR shall be prepared to commence the Work within five (5) calendar days of the date of the Notice to Proceed. The Notice to Proceed will be accompanied by ENGINEER'S statement that conditions are suitable for alum application.
- B. Aluminum sulfate treatment of Sweeney Lake shall be substantially complete within 10 Working Days after commencement of Work. A Working Day is defined as a day, or at least 10 hours thereof, when conditions are suitable for alum application.
- C. ENGINEER has the sole authority to determine whether conditions are suitable or unsuitable for alum application on the basis of the criteria in Section 02400 and by exercise of its judgment. ENGINEER will advise CONTRACTOR of its determinations by the following means:

FIELD MEMORANDUM

and will document its determinations in writing.

- D. On ENGINEER'S advice that conditions are unsuitable for alum application, CONTRACTOR will cease application immediately. When ENGINEER thereafter advises CONTRACTOR that conditions are again suitable, CONTRACTOR shall recommence alum application no later than the [second] calendar day after receipt of the ENGINEER'S advice.

9. LIQUIDATED DAMAGES

All time limits stated in Section 8, above, are of the essence in and to the Agreement. OWNER and CONTRACTOR recognize that time is of the essence with regard to completion of the Work, and that any delay in performance of the Work will jeopardize completion of the Work this calendar year and may require that the Work be delayed for at least six months, and that OWNER will suffer administrative costs and financial loss, water management opportunity loss and other loss if the Work is not performed in accordance with the time constraints stated in Section 8, plus any extensions thereof allowed in accordance with the General Conditions. Accordingly, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty), CONTRACTOR shall pay OWNER \$500 for

each calendar day during which CONTRACTOR is not in compliance with a time limit in Subsection 8.A, 8.B or 8.D, above. Liquidated damages will be cumulative to the end of the calendar year or until application is no longer possible as a result of the temperature criterion of Section 02400, paragraph 3.05.F, whichever occurs first. Both parties agree that costs and loss specified hereunder are difficult to accurately quantify and that the specified amount is a reasonable approximation of the damages that would be suffered by the OWNER.

10. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Agreement, if a contract is awarded, will be on the basis of materials and equipment described in the Drawings or stated in the Specifications without consideration of possible substitute or "Or-Equal" items. The procedure for submission of any application and consideration of application for Substitute or "Or-Equal" materials is set forth in the Specifications. All substitution submittals will be provided by the CONTRACTOR to the ENGINEER.

11. BID FORM

- A. The Bid Form is included with the Specifications/Bid Package and Contract Documents; additional copies may be obtained from the ENGINEER.
- B. The blanks on the Bid Form must be completed in ink or typed.
- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- G. The address, telephone number and fax number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

Bids shall be submitted as set forth in the Agreement as follows:

- A. Oral or FAX proposals or modifications will not be accepted.
- B. It is the sole responsibility of the Bidder to see that the submitted Bid is received in proper time. Any Bid received after the scheduled closing time for receipt of the proposals will not be considered and will be returned to Bidder unopened.

- C. **Discrepancies in the multiplication of units of Work shown on the Bid Form with unit prices Bid by Bidder will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures on the Bid Form and the correct sum thereof will be resolved in favor of the correct sum.**
- D. All bid proposals shall be submitted on the unaltered forms included with these Contract Documents in Section 00030. The blank spaces on the proposals shall be filled in correctly in ink or typewritten where indicated for each and every item for which a quantity is given, and the Bidder shall clearly indicate the prices for which he/she proposes to do each item of work contemplated. Additional copies of the Bid Form and other forms may be obtained from the ENGINEER.
- E. The Bid Form including required attachments shall be emailed to the Bassett Creek Watershed Management Commission ENGINEER, Attn: Greg Wilson, gwilson@barr.com.
- F. Bids must be received by ENGINEER no later than the date and time stated in the Advertisement for Bids, unless modified by Addendum. All other Bids will be left unopened.

13. WITHDRAWAL OF BIDS

No Bid Proposal shall be withdrawn except with the consent of the OWNER for a period of thirty (30) days after the date set for the opening of bids, or until the Bid Proposal is returned by OWNER, or the Agreement is executed by the Successful Bidder.

14. OPENING OF BIDS

Bids will be opened publicly and read aloud in such place as designated at the time and the date set in the Advertisement for Bids. Bidders or their authorized agents are invited to be present.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for thirty (30) calendar days after the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

16. REJECTION OF BIDS AND AWARD OF CONTRACT

- A. OWNER reserves the right to reject any and all Bids, to waive any and all irregularities, informalities, or discrepancies that do not confer competitive advantage on Bidder and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion of responsibility established by OWNER.
- B. If the Contract is to be awarded, it will be awarded to the lowest responsible and responsive Bidder whose evaluation by OWNER indicates to OWNER that the Award will be in the best interest of the Project.

- C. If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within thirty (30) calendar days after the day of the Bid opening.

17. CONTRACT SECURITY

Performance and payment bonds will be submitted and maintained by CONTRACTOR in accordance with Sections 00070 and 00080 and the remaining Contract Documents. When the Successful Bidder delivers the executed Agreement to OWNER, the required Performance and Payment Bonds must accompany it.

18. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) calendar days thereafter Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to ENGINEER along with the required Bonds, certificates of insurance, additional insured endorsements and any other required submittals. OWNER or ENGINEER will review required submittals and may require Successful Bidder to make revisions. Successful Bidder shall make required revisions and resubmit to OWNER within five (5) calendar days of OWNER'S request for such revision. Within thirty (30) days upon final receipt of all acceptable materials, OWNER will deliver one (1) fully signed counterpart of the Contract Documents to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Contract Documents with appropriate identification. Failure to deliver a complete set of Contract Documents does not have the effect of modifying the definition of the Contract Documents.

19. PAYMENT AND RETAINAGE

- A. Provisions concerning progress payments and final payment are set forth in the General Conditions and the other Contract Documents.
- B. No payment amounts on account of materials and equipment delivered to the site prior to application will be made. Progress payments will only be made when materials are completely installed in accordance with the Contract Documents.
- C. Retainage shall be 5 percent (5%) of the value of the Work completed to date.
- D. Payment requests are due from CONTRACTOR no later than 13 calendar days prior to the third Thursday of each month.

20. TREATMENT PLANNING CONFERENCE

Prior to the beginning of treatment operations, a treatment planning conference will be held at which time the CONTRACTOR will supply for the ENGINEER's approval a copy of the CONTRACTOR proposed project schedule as provided for in the General Conditions.

****END OF SECTION****

DRAFT

SECTION 00025

ADDENDA FORM

Addendum No. <#>

to the Specifications/Bid Package for

Sweeney Lake Alum Treatment Phase I

For: **Bassett Creek Watershed Management Commission**

Prepared By: <name>
<registration>
<company>
<email>
<phone>

Any revisions to any of the Contract Documents made by this Addendum shall be considered as the same revision to any and all related areas of the Contract Documents not specifically called out in the Addendum.

The Bidder shall acknowledge receipt of this Addendum by signing behind the addendum number in the space provided on the BID FORM.

Date: <insert date>

The following clarifications and are hereby made to the Specifications/Bid Package for <Project Name>, _____ County, Minnesota.

<name> MN Registration No. _____
<date>

Addendum No. <#>
To the Contract Documents for
Sweeney Lake Alum Treatment Phase I
File #0185-<0000>

Date: <insert date>

Bids Close: <insert date> at _:00 P.M./A.M. CST

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

All bidders submitting a bid on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their bid. The following are clarifying statements and modifications to the Contract documents.

<Insert clarifying statements and modifications to the contract documents. Send to each Plan Holder whether or not they are considered to be a potential bidder. Certified mail is best to avoid potential problems with Contract Award>

**** END OF SECTION****

SECTION 00030

BID FORM

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission
Class of Work: Chemical Treatment
Project Location: Hennepin County, Minnesota
Pre-Bid Meeting: N/A
Bids Close At: 10:00 AM, Monday, October 5th, 2020

To: Bassett Creek Watershed Management Commission Date _____, 20__

Proposal of _____
Bidder

Address

Pursuant to the Advertisement for Bids for the Sweeney Lake Alum Treatment Phase I to furnish all necessary machinery, equipment, tools, labor, materials and all necessary means of construction and deliver materials and to do and perform all work set forth below (the "Work") at rates and at a total price or prices as hereinafter set forth, in accordance with the Contract Documents, the Drawings and Specifications, and addenda thereto on file in the office of the OWNER and ENGINEER.

First: In submitting this Bid Proposal, the undersigned bidder understands and agrees that the Instructions to Bidders and other Contract Documents referred to therein control and, without limiting the foregoing, that this Bid Proposal is based upon the following undertakings:

1. That Bidder to the extent it deems necessary, has inspected the site of the work and existing construction in the areas of the proposed work, and is informed as to the condition thereof as the same bears on the work to be performed.
2. That Bidder has received and examined the Drawings and Specifications, and is informed of all addenda thereto, and of the forms of the Contract Documents, including but not limited to the Agreement, Insurance documentation and Performance and Payment Bonds to be furnished in the event a contract is awarded.
3. Certain types of equipment and kinds of material are described in the specifications by means of trade names and catalog numbers and/or manufacturer's names. The Agreement, if awarded, will be on the basis of materials and equipment described in the Drawings or stated in the Specifications without consideration of possible substitute or "or-equal" items. In some cases, it is indicated in the Drawings or stated in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by CONTRACTOR. If approved, application

for such approval will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application and consideration of application is set forth in the General Conditions. Bidder acknowledges that this proposal is submitted in strict accord with specified requirements, and other requirements of these documents.

4. That Bid Proposals will be opened and read aloud at the aforesaid online WebEx platform at 10:00 AM, Monday, October 5th, 2020 and only Bid Proposals received at or prior to 10:00 AM, Monday, October 5th, 2020 will be accepted.
5. The OWNER intends to award a contract to the lowest responsive responsible bidder. The OWNER, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies.
6. That the Bid proposal and the Bid Security submitted herewith may not, except with the consent of the aforesaid OWNER, be withdrawn for a period of thirty (30) days after the day set for the Opening of Bids.

Second: The undersigned Bidder agrees, if it is the successful Bidder, to execute the Agreement in the form as set forth in the Specifications/Bid Package, and to furnish the required Performance and/or Payment Bond in form as set forth in the Instructions to Bidders and other Contract Documents and furnish insurance certificates and endorsements, all within ten (10) days of receiving the Notice of Award of contract from the ENGINEER.

Third: The undersigned Bidder further agrees to commence the Work within five (5) days of receipt of the Notice to Proceed and to prosecute said work so as to complete the same as specified in the Instructions to Bidders, subject to Liquidated Damages and other remedies. Bidder agrees that the entire Work will be substantially complete and completed and ready for final payment in accordance with Article 14 of the General Conditions and within the number of calendar days, or by the date, provided in Article 8 of the Instructions to Bidders.

Fourth: The undersigned Bidder further agrees to guarantee performance of all work in accordance with Drawings and Specifications and in a good and workmanlike manner, and to renew or repair any work that may be rejected due to defective materials or workmanship prior to final completion and acceptance of the material and installation by the ENGINEER.

Fifth: The undersigned Bidder has the necessary equipment utilizing a barge or similar vessel with an Engineer approved microprocessor injection system that allows for uniform application of liquid aluminum sulfate and sodium aluminate at variable boat speeds, as provided in Section 02400 of the Specifications, and treatment capacity to successfully apply a minimum of 35,800 gallons of liquid aluminum sulfate and 17,900 gallons of liquid sodium aluminate to the lake treatment area at the specified dose per day during the hours of operation provided in Section 01000 of the Specifications. The undersigned Bidder further agrees prior to letting of the contract and signing of the Agreement, to provide the following upon ENGINEER'S request:

1. Such catalogs, photographs, drawings, specifications, descriptive information and other details as to special equipment or materials bidder proposes to furnish for the work, to permit a valuation of the merits thereof and determination whether such special equipment or materials comply with the specifications.

2. A properly executed affidavit of non-collusion.
3. A statement of Bidder's qualifications.
4. A statement setting forth all items of work that the Bidder proposes to sublet, and names of the subcontractors to whom such items shall be sublet.

Sixth: Following is a tabulation of the undersigned Bidder's Bid for all work to be performed to carry out the aforementioned construction, including, where required, alternate bids, it being understood that this bid contemplates all machinery, equipment, tools, labor, materials and other means of construction and all materials and times specified in accordance with the Contract Documents, drawings and specifications and all Addenda thereto. At the opening of Bids, the total bid price will be publicly read out loud. The undersigned Bidder proposes to do all unclassified work required to complete the contemplated Work, at a unit price contract as provided by the specifications and other Contract Documents.

Seventh: This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder agrees to complete the Work for the unit prices and/or lump sums as listed and set forth on the Bid Form that follows.

Item	Description	Unit	Estimated Quantity	Unit Price	Extension
1.1	Mobilization/Demobilization	L.S.	1		
2.1	Liquid Aluminum Sulfate Application to Sweeney Lake	Gallons	35,800		
2.2	Liquid Sodium Aluminate Application to Sweeney Lake	Gallons	17,900		

GRAND TOTAL OF EXTENSIONS _____

Dollars (\$ _____ **)**

Quantities are not guaranteed. Final payment will be based on actual quantities of work performed as determined by the ENGINEER in accordance with Article 9 of the General Conditions.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Bidding Contractor: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

DRAFT

CERTIFICATE OF EXECUTION

Enclosed herewith is a proposal guarantee in the form of a certified or bank check or Bid Bond in the amount of \$ _____ payable to Bassett Creek Watershed Management Commission.

The amount of the proposal guarantee is at least 5% of the total bid as required by the Advertisement for Bids and by the Instructions to Bidders.

Witness this _____ day of _____, 20__

Name: _____

Title: _____

Company: _____

Signature: _____

DRAFT

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a Subcontractor who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The Bidder shall also list below the portion of the WORK, which will be performed by each Subcontractor under its contract. The prime contractor shall list only one Subcontractor for each portion as is defined by the prime contractor in its bid. The Bidder's attention is directed to the General Conditions. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection. Use of a subcontractor not listed below or previously approved, is subject to approval by the OWNER in its absolute discretion.

Work to be Performed	Subcontract. License No.	Percent of Total Bid	Subcontract. Name & Address
1.			
2.			
3.			
4.			
5.			

Note: Attach additional sheets if required.

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, and 3, will cause the Bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information is delivered to the OWNER.

- (1) CONTRACTOR's name and address:

- (2) CONTRACTOR's telephone number: _____

CONTRACTOR's fax number: _____

- (3) CONTRACTOR's license: Primary classification _____

State License No. and Expiration Date: _____

Specialty classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed: _____

Subscribed and sworn to before me

This _____ day of _____, 20____

Notary Public in and for the

County of _____

State of _____

(SEAL)

BID BOND

KNOW ALL MEN BY THESE PRESENT,

That _____ as Principal,
and

_____ as Surety, are
held and firmly bound unto **Bassett Creek Watershed Management Commission,**
hereinafter called "OWNER," in the sum of _____
dollars,

for the payment of which sum, well and truly to be made, we jointly and severally bind
ourselves, our heirs, executors, administrators, successors, and assigns firmly by these
presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK
required under the bidding schedule(s) of the OWNER's Contract Documents entitled
Sweeney Lake Alum Treatment Phase I

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within
the time and in the manner required in the "Advertisement for Bids" and the "Instructions
to Bidders" enters into a written Agreement on the form of agreement bound with said
Contract Documents, furnishes the required certificates of insurance and endorsements,
and furnishes the required Performance Bond and Payment Bond, and performs in all other
respects the agreement created by this bid, then this obligation shall be null and void,
otherwise it shall remain in full force and effect. The Surety stipulates and agrees that the
obligation of said Surety shall in no way be impaired or affected by an extension of the
time within which the OWNER may accept such bid and Surety further waives notice of
any such extension. In the event suit is brought upon this bond by said OWNER and
OWNER prevails, said Principal and Surety shall jointly and severably be responsible for
and shall pay all costs incurred by said OWNER in such suit, including reasonable
attorney's fees and costs to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20_____

(Principal) (SEAL) _____ (SEAL)
(Surety)

By: _____
(Signature)

By: _____
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

SECTION 00040

FORM OF AGREEMENT

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission
Class of Work: Chemical Treatment
Project Location: Hennepin County, Minnesota

THIS AGREEMENT (the "Agreement") made this day of _____, 20___, between Bassett Creek Watershed Management Commission, a body politic and corporate under and pursuant to the laws of the State of Minnesota, herein called "OWNER" and _____, a _____ under the laws of the State of _____, herein called "CONTRACTOR".

WITNESSETH:

That the CONTRACTOR in consideration of the payment of the contract price as set forth in the CONTRACTOR'S bid proposal agrees to furnish all materials (except such as are specified to be furnished by the OWNER, if any), all necessary machinery, equipment, tools, labor and other means of construction, and do and perform all other and necessary work and labor for or in connection with the full completion of the work.

Under Contract for the Sweeney Lake Alum Treatment Phase I, Hennepin County, Minnesota (the "Project"), under the operation, direction, and control of the OWNER and/or its ENGINEER, the work to be performed in accordance with the terms and conditions of the Contract Documents, the approved Drawings and Specifications and for the price and compensation set forth above and as specified in the Contract Documents and the Bid Proposal of the CONTRACTOR which is attached hereto, all of which are incorporated herein and hereby made a part of this Agreement. All of said work and payments therefore will be pursuant to and in accordance with the Contract Documents.

If the contractor, during the performance of the work, observes any error in the design or unanticipated circumstance materially affecting the feasibility of the design or the cost or time to complete the work, it immediately shall notify ENGINEER in writing.

CONTRACTOR agrees that the work shall be done and performed in a good quality manner, that all materials and labor shall be in strict conformity in every respect with the Drawings and Specifications for the improvement and shall be subject to inspection and approval of the OWNER through its duly authorized ENGINEER, and, in case of any material or labor supplied shall be rejected by the OWNER as defective or unusable, then such rejected material shall be done anew to the satisfaction and approval of the OWNER through its ENGINEER, at no additional cost or expense to the OWNER.

The Contract Documents shall consist of the following:

- Modifications (Change Orders, Work Change Directives and Field Orders)
- Notice to Proceed
- Addenda
- Notice of Award
- Agreement
- Instruction to Bidders
- Contract Drawings
- Technical Specifications
- Payment Bond
- Performance Bond
- Insurance
- Supplementary Conditions
- General Conditions
- Prevailing Wages
- Completed Bid Form
- Advertisement for Bids

CONTRACTOR further agrees that the work will commence hereunder and completed to the satisfaction and approval of the OWNER, as specified in Section 00020, subsection 8, and otherwise as set forth in the Contract Documents. CONTRACTOR agrees that all work will be done in compliance with the standards of OWNER'S erosion control and other applicable rules, local ordinances, and state and federal laws.

It is further agreed that unforeseeable delay caused by the elements or other causes over which CONTRACTOR has no control or by strikes or other combined action of workers employed in no part caused or resulting from default or collusion on the part of the CONTRACTOR, shall be excused and the time for completion extended to the extent that the OWNER may find and determine such condition to have delayed completion within the time limit through no fault of the CONTRACTOR, but the judgment of the OWNER in respect thereto shall be final and conclusive upon the parties. It shall be understood by the CONTRACTOR that the work is subject to weather and related conditions that determine when and how the work may be conducted and therefore that CONTRACTOR will have to maintain responsive communication with the ENGINEER and remain prepared to perform the work in accordance with the times and other terms of Section 00020, subsection 8. Regarding unforeseeable delay, CONTRACTOR shall have a right to a time adjustment but in no event shall a CONTRACTOR have an action against the OWNER for damages or any other relief not specifically stipulated in this paragraph.

It is further understood and agreed that no claim for extra work done or materials furnished by the CONTRACTOR will be allowed except as provided by the Contract Documents nor shall the CONTRACTOR do any work or furnish any materials not covered by the Drawings and Specifications and by this Agreement unless such work is first ordered in writing as provided in the Contract Documents. Any extra work or materials done or furnished by the CONTRACTOR without written order first being

given therefore as in the Contact Documents provided shall be at the CONTRACTOR'S risk, cost and expense, and CONTRACTOR agrees in such event that no claim for compensation for such extra work or materials will be made.

To the extent the "Prevailing Wage Act" is mandated to this Agreement under Minn. Stat. § 177.41, et. seq., the CONTRACTOR shall compensate employees at the prevailing wage rate for similarly situated employees. The CONTRACTOR shall also compensate Jobs Training Program participants at the federal, state, or local minimum wage or the prevailing wage rate of similarly situated employees, whichever is highest.

It is further agreed that in no event shall the contracting officer or any Manager, officer, employee or representative of the OWNER be personally liable or responsible in any manner to the CONTRACTOR or any other person for any claim, costs, demand, damages or causes of action of any kind arising by reason of the execution of the agreement or the performance and completion of the work provided herein.

THEREFORE, intending to be legally bound, the OWNER and CONTRACTOR have executed this Agreement as of the date first written above.

CONTRACTOR

Firm _____

Address _____

by _____

Title _____

STATE OF MINNESOTA)

)SS

COUNTY OF)

This instrument was acknowledged before me on _____ by

_____ as _____ of

_____.

(Stamp)

Notary Signature

BASSETT CREEK WATERSHED MANAGEMENT COMMISSION

by _____
(TITLE)

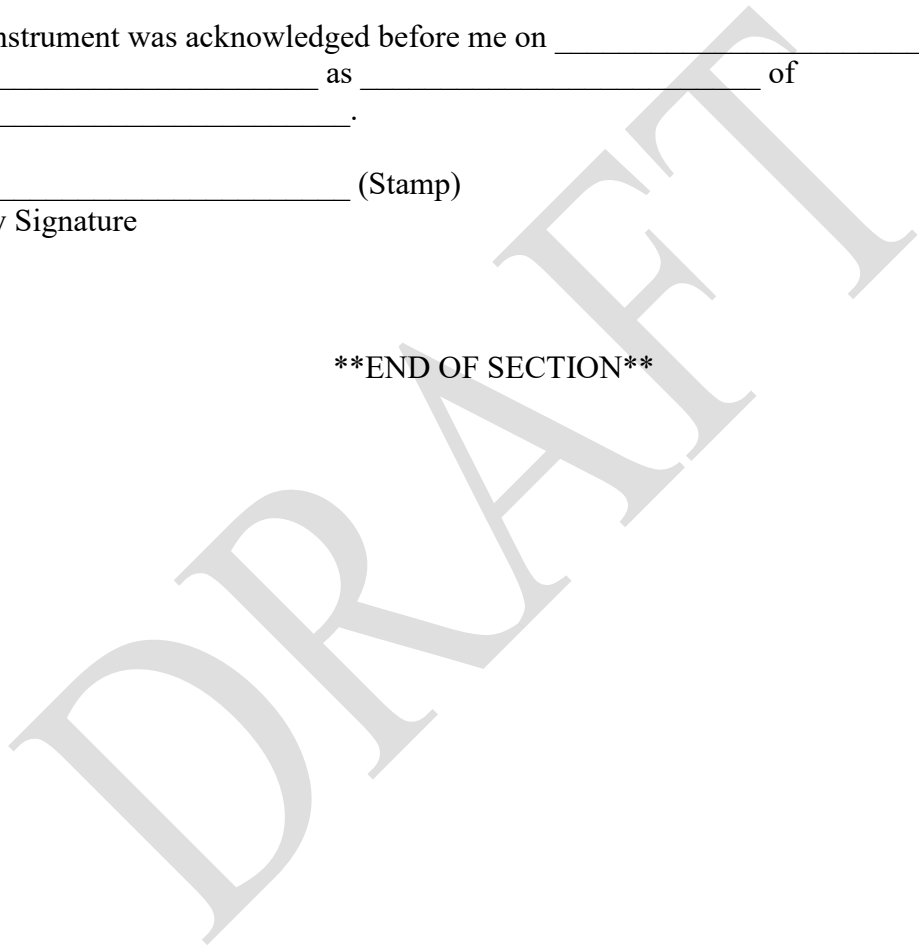
STATE OF MINNESOTA)
) SS
COUNTY OF)

This instrument was acknowledged before me on _____ by
_____ as _____ of
_____.

(Stamp)

Notary Signature

****END OF SECTION****



SECTION 00050
NOTICE OF AWARD

To: *<Successful Bidder>*

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission
Class of Work: Chemical Treatment
Project Location: Hennepin County, Minnesota

The OWNER has considered the Bid submitted by you for the above-described work in response to its Advertisement of Bids and the Information to Bidders.

You are hereby notified that your Bid has been accepted in the Amount of \$ _____. You are required to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificate(s) of Insurance and endorsement(s) within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds, certificate(s) and endorsement(s) within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights and remedies as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ____ day of _____, 20__

(OWNER)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby verified by CONTRACTOR this the ____ day of _____, 20__.

By: _____

Title: _____

****END OF SECTION****

DRAFT

SECTION 00060

NOTICE TO PROCEED

To: *<Contractor>*

<Date>

Project:

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission

Class of Work: Chemical Treatment

Project Location: Hennepin County, Minnesota

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__, on or before _____, 20__, and you are to complete the WORK by no later than the scheduled completion dates as set forth in the Contract Documents.

(ENGINEER)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of this above Notice to Proceed is hereby acknowledged by _____
this the _____ day of _____, 20__.

By: _____

Title: _____

****END OF SECTION****

SECTION 00070

PERFORMANCE BOND

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission
Class of Work: Chemical Treatment
Project Location: Hennepin County, Minnesota

NOTE TO BIDDERS: SECTION 00070 PERFORMANCE BOND CONTAINS LANGUAGE CHANGES FROM EJCDC BOND LANGUAGE AS INDICATED IN ITALICS AND STRIKETHROUGH BELOW.

Any singular reference to CONTRACTOR, SURETY, OWNER, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business)

OWNER (Name and Address)

CONSTRUCTION CONTRACT

DATE: _____, 20 _____

AMOUNT: _____

(Written Amount) _____

Description (Project Name and Location):

Bond

DATE: _____, 20__

AMOUNT: _____

(Written Amount)

Contractor (Corporate Seal)

Surety (Corporate Seal)

Company Name: _____

Company Name: _____

By: _____

By: _____

(Signature)

(Signature)

Name:(Typewritten)

Name:(Typewritten)

Its: _____

Its: _____

(Title)

(Title)

On this ____ day of _____, 20 __, before me personally appeared _____ and

_____, on behalf of the CONTRACTOR and SURETY named in this Performance Bond above, respectively, and each of them, as their free act and deed, caused this Performance Bond to be executed as of this date.

Notary Public

ATTACH POWER OF ATTORNEY FROM SURETY TO THIS BOND

For Information Only (Name, Address and Telephone)

Agent or Broker:

ENGINEER

_____	_____
_____	_____
_____	_____

1. Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no Owner Default, *Unless lawfully excused*, the Surety's obligation under this Bond shall arise after:
 - 3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1: and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly *within 15 calendar days* and at the Surety's expense take one of the following actions:

- 4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
- 4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or
- 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or
- 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or
 2. Deny liability in whole or in part and notify the Owner citing reasons therefore.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy *and all remedies* available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the contractor for correction of defective work and completion of the Construction Contract;
 - 6.2. Additional *costs incurred by the OWNER, including without limitation* legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default *is declared by the OWNER or within two years after Surety provides OWNER written notice of its refusal or failure* or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified in the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

12.5. *CONTRACTOR: CONTRACTOR is defined to include any subcontractor or sub-subcontractor.*

****END OF SECTION****

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SECTION 00080

PAYMENT BOND

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission
Class of Work: Chemical Treatment
Project Location: Hennepin County, Minnesota

NOTE TO BIDDERS: SECTION 00080 PAYMENT BOND CONTAINS LANGUAGE CHANGES FROM EJCDC BOND LANGUAGE AS INDICATED IN ITALICS AND STRIKETHROUGH BELOW.

Any singular reference to CONTRACTOR, SURETY, OWNER, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)
Business)

SURETY (Name and Principal Place of
Business)

_____	_____
_____	_____
_____	_____
_____	_____

OWNER (Name and Address)

CONSTRUCTION CONTRACT

DATE: _____, 20 ____

AMOUNT: _____

(Written

Amount) _____

Description (Project Name and Location):

BOND

DATE: _____, 20__

AMOUNT: _____

(Written

Amount)

Contractor (Corporate Seal)

Surety (Corporate Seal)

Company Name: _____

Company Name: _____

By: _____

By: _____

(Signature)

(Signature)

Name:(Typewritten)

Name:(Typewritten)

ITS: _____

ITS: _____

(Title)

(Title)

On this ____ day of _____, 20__, before me personally
appeared _____ and
_____, on behalf of the CONTRACTOR and SURETY named in
this Payment Bond above, respectively, and each of them, as their free act and deed, caused
this Payment Bond to be executed as of this date.

Notary Public

ATTACH POWER OF ATTORNEY FROM SURETY TO THIS BOND

For Information Only (Name, Address and Telephone)

Agent or Broker:

ENGINEER

DRAFT

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and ~~provided there is no~~ *unless CONTRACTOR is lawfully excused due to Owner Default.*
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and send a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have send a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used *by the Contractor* for the performance of the construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work *and the Owner's right to retain said funds as provided by the Construction Contract.*
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located ~~or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable in accordance with the applicable period specified by Minnesota Law.~~
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be

deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3. Owner Defaults: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

****END OF SECTION****

DRAFT

SECTION 00090

PAYMENT REQUEST FORM

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission
Class of Work: Chemical Treatment
Project Location: Hennepin County, Minnesota

PAY ESTIMATE NO. ____

Original Contract Amount..... \$ _____
Contract Changes approved to Date (List Change Order Numbers)..... \$ _____
Revised Contract Price \$ _____
Work Completed to Date (see attached) *..... \$ _____
Retainage to Date, 5%..... \$ _____
Work Completed to Date Less Retainage to Date \$ _____
Total Amount Previously Certified \$ _____
Payment Request This Estimate \$ _____

*** All payment requests must include an attached summarization of work completed to-date that separates the work and associated costs.**

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the attached Request for Payment, represents the actual value of accomplishment under the terms of the contract dated _____, 20__ between _____ (OWNER) and _____ (CONTRACTOR) and all authorized changes thereto.

By _____
Title _____

Approval:

(CONTRACTOR)

_____ Date _____

(ENGINEER)

_____ Date _____

(BASSETT CREEK WATERSHED MANAGEMENT COMMISSION)

_____ Date _____

****END OF SECTION****

SECTION 00100

CONTRACTORS' AND SUBCONTRACTORS' INSURANCE

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission
Class of Work: Chemical Treatment
Project Location: Hennepin County, Minnesota

GENERAL

The CONTRACTOR shall not commence work under the Agreement or otherwise under the Contract Documents, nor shall it allow any subcontractor to commence work until all insurance hereinafter required has been procured, a Certificate and endorsement(s) evidencing its existence and compliance with the terms hereof and as otherwise set forth in the Contract Documents has been provided to the OWNER, and such insurance has been approved by the OWNER.

The CONTRACTOR shall furnish four copies of an insurance certificate(s) to the OWNER using the standard Acord form (current Date), modified as set forth herein, as evidence of the required insurance. **The certificate(s) shall indicate unconditionally that the insurance company will provide to OWNER, in the same manner and to the same degree as to CONTRACTOR, notice in the event of cancellation, non-renewal or any change in a policy limit and/or coverage thereunder.** The certificate shall state, and CONTRACTOR shall furnish endorsements demonstrating that OWNER and ENGINEER are additional insureds under the General and Automobile Liability policies. The insurance certificate must be signed and dated by an authorized representative of the insurance company.

WORKERS' COMPENSATION INSURANCE

The CONTRACTOR shall procure and shall maintain during the life of this contract workers' compensation insurance for all its employees engaged in work on this project as required by statute and shall also require that all subcontractors and sub-subcontractors similarly provide workers' compensation insurance for their employees. Workers' compensation insurance policies shall also provide employer's liability insurance with a limit of at least \$100,000/500,000/100,000.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY INSURANCE

The CONTRACTOR shall procure and maintain throughout the term of the Agreement commercial general liability insurance covering personal injury including bodily injury and property damages liability with a combined single limit of \$1,500,000 for each occurrence and aggregate. **The commercial general liability insurance certificate shall name the CONTRACTOR as insured and shall also name the ENGINEER and the OWNER as additional insureds, and endorsement(s) shall be submitted demonstrating same and that this additional insured coverage is primary and non-contributory.** The insurance shall be occurrence basis, and shall cover completed operations and products liability as well as broad form contractual liability including but not limited to liability pursuant to contractual defense and indemnification. The certificate shall state that commercial general liability coverage includes standard marine services liability.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The CONTRACTOR shall provide and maintain for the term of the contract comprehensive automobile liability insurance covering bodily injury and property damage with a combined single limit of \$1,500,000 for each occurrence. Comprehensive automobile liability insurance shall be on an occurrence basis and shall provide coverage for all automobiles owned by the CONTRACTOR and all hired and non-owned vehicles.

MODIFICATION OF GENERAL CONDITIONS

The following parts of Section 00110, General Conditions, do not apply: 5.04.A; paragraphs 1, 2, 4 and 5 of 5.04.B; 5.06. The first sentence of 5.04.B is revised to read: "The policy of general liability insurance to be purchased and maintained shall." Neither OWNER nor CONTRACTOR is responsible to provide work-in-progress insurance. The absence of insurance shall not alter the responsibilities of the parties for damage to work-in-progress as otherwise established by the Contract Documents.

****END OF SECTION****

SECTION 00111

SUPPLEMENTARY GENERAL CONDITIONS

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission
Class of Work: Chemical Treatment
Project Location: Hennepin County, Minnesota

These Supplementary General Conditions make additions, deletions or revisions to the General Conditions as indicated herein. All provisions that are not so added, deleted or revised remain in full force and effect. Terms used in these Supplementary General Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1. Copies of Contract Documents

The OWNER shall furnish to the CONTRACTOR 3 copies of the Contract Documents. Additional copies beyond the 3 furnished sets will be provided at reproduction cost.

2. Permits

The ENGINEER is responsible to acquire the following permits or approvals:

- *Minnesota Pollution Control Agency notification*
- *Approval from the City of Golden Valley for public access to Sweeney Lake.*

3. Prompt Payment

OWNER will pay CONTRACTOR obligations within 45 days of the date of receipt of invoice from CONTRACTOR, unless OWNER in good faith disputes the obligation.

4. Civil Rights

CONTRACTOR agrees as follows:

- (1) In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, CONTRACTOR will not, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

- (2) CONTRACTOR will not, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) A violation of this section is a misdemeanor; and
- (4) The contract may be canceled or terminated, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of these terms.

5. Final Documentation

Contractor must submit Form IC-134, record drawings, warranties, lien waivers and all other documents specified in the Contract Documents before final payment. OWNER will not make final payment until CONTRACTOR has given proof of compliance with state income tax withholding requirements pursuant to Minnesota Statutes section 270C.66

CONTRACTOR will maintain all records pertaining to fees or costs incurred in connection with the contract for six years from the date of completion of the work. CONTRACTOR agrees that any authorized representative of OWNER or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

- SC-1.01.A.12 Delete the definition of *Contract Documents* in Paragraph 1.01.A.12 of the General Conditions in its entirety and insert the following in its place:
Contract Documents - The items which comprise the Contract Documents are set forth in the Instructions to Bidders. Only printed or hard copies of the items listed are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner or Engineer to Contractor are not Contract Documents. Approved maps or other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
- SC-1.01.A.19 Delete the definition of *Engineer* in Paragraph 1.01A.19 of the General Conditions in its entirety and insert the following in its place:
Engineer - Barr Engineering Co., 4700 West 77th Street, Minneapolis, Minnesota, 55435 (Phone: 952-832-2600; Fax: 952-832-2601). Engineer may designate an employee to serve as Project Engineer. This designation can be changed upon written notification to Contractor. All correspondence to or through Engineer shall be directed to the attention of the designated Project Engineer.

- SC-1.01.A.53 Add the following defined terms to Paragraph 1.01.A of the General Conditions:
53. *Bid Proposal; Bid Form; Bid Proposal Form* - The prescribed form on which bidder submits bidder's offer or proposal setting forth the bidder's prices for the Work to be performed.
54. *Field Memorandum* - A written statement issued by Engineer which clarifies or interprets the Contract Documents in accordance with Paragraph 9.04 of the General Conditions.
55. *General Conditions* - Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Any reference to the General Conditions shall also be a reference to the Supplementary Conditions.
56. *Contract Modification* - a) a Change Order or b) a Work Change Directive or (c) a Field Order. A modification may only be issued after execution of the Agreement.
57. *As Specified, as specified* - In accordance with the requirements of the Contract Documents.
58. *Technical Specifications* – The Specifications. and as so amended, Paragraph 1.01 remains in effect.
- SC-2.03.A Delete Paragraph 2.03.A of the General Conditions in its entirety and insert the following in its place:
The Contract Time will commence to run on the day indicated in the Notice to Proceed. Contractor's failure to proceed immediately with the performance of the Work shall not be justification for Contractor to make a claim for an adjustment of the Contract Time or a change in the Contract Price and shall be deemed to be a delay within Contractor's control under Paragraph 12.03.E of the General Conditions.
- SC-2.06.A. Delete Paragraph 2.06 of the General Conditions in its entirety and insert the following in its place:
Treatment Planning Conference
Before any Work at the Site is started, a conference attended by Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.05A, procedures for handling other submittals, processing Applications for Payment, and maintaining required records.
- SC-2.08 Add the following Paragraph after Paragraph 2.07.A.3:
2.08 *Progress Meetings*
A. Contractor shall attend progress meetings as required by the Technical Specifications.
- SC-3.01.A Delete Paragraph 3.01.A of the General Conditions in its entirety and insert the following in its place:
The Contract Documents are intended to be complementary; what is called for by one is as binding as if called for by all. However, in the case of a discrepancy in the documents, the order of precedence for the documents shall be as stated in Section 00020.

- SC-3.01.B Add the following language immediately after the second sentence of Paragraph 3.01.B of the General Conditions:
Any item or items shown on Figure 1 or described in the Specifications, but not specifically included in any of the unit prices, shall be considered incidental to the other work.
and as so amended, Paragraph 3.01.B remains in effect.
- SC-3.02.A.1 Add the following language following the last sentence of Paragraph 3.02.A.1 of the General Conditions:
If there is any conflict between the provisions of the Contract Documents and any such referenced provisions, such discrepancy shall be resolved by in accordance with Paragraph 3.03.B of the General Conditions.
and as so amended, Paragraph 3.02.A.1 remains in effect.
- SC-3.04.B.1 Delete the phrase "A Field Order;" from Paragraph 3.04.B.1 and insert the following in its place:
A Field Order or Field Memorandum (pursuant to Paragraphs 9.04);
and as so amended, Paragraph 3.04.B.1 remains in effect.
- SC-3.05.A.1 Delete the phrase "bearing the seal of Engineer" from Paragraph 3.05.A.1 of the General Conditions and insert the following phrase in its place:
bearing the certification or seal of Engineer
and as so amended, Paragraph 3.05.A.1 remains in effect.
- SC-3.06.B Delete the last sentence in Paragraph 3.06.B and insert the following in its place:
Any errors detected within the 60 day acceptance period will be corrected by the transferring party except for those errors resulting from the use of software application package, operating systems, or computer hardware differing from those used by the data's creator.
and as so amended, Paragraph 3.06.B remains in effect.
- SC-4.01.A Add the following after the first sentence of Paragraph 4.01.A
The construction limits as provided by Owner are shown on the Drawings except as may be otherwise described in the Specifications.
and as so amended, Paragraph 4.01.A remains in effect.
- SC-4.01.C Delete Paragraph 4.01.C of the General Conditions in its entirety.
- SC-4.02. Delete Paragraph 4.02. of the General Conditions in its entirety and insert the following in its place:
Refer to the Instructions for Bidders for the provisions relating to Subsurface and Physical Conditions.
- SC-4.03 Delete Paragraph 4.03 in its entirety and insert the following in its place:
Refer to the Instructions for Bidders for the provisions relating to Subsurface and Physical Conditions.
- SC-4.04 Delete Paragraph 4.04 in its entirety

- SC-4.05 Delete Paragraph 4.05 in its entirety.
- SC-4.06.A Delete Paragraph 4.06.A in its entirety.
- SC-4.06.B Delete Paragraph 4.06.B in its entirety.
- SC-4.06.I Delete Paragraph 4.06.I in its entirety.
- SC-6.01.B Delete Paragraph 6.01.B in its entirety.
- SC-6.02.A. Delete Paragraph 6.02.A in its entirety and insert the following in its place:
Contractor shall provide competent, suitably qualified personnel to complete the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- SC-6.02.B Delete Paragraph 6.02.B of the General Conditions in its entirety.
- SC-6.13.D Add the following Paragraphs 6.13.E through 6.13.J after the end of Paragraph 6.13.D of the General Conditions:
- E. The Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during the performance of the Work. This requirement shall apply continuously and not be limited to normal work hours.
- F. Observation of the Contractor's performance by Engineer is not intended to include review of the adequacy of the Contractor's safety measures on or near the Site.
- G. The Contractor shall be responsible for furnishing the Contractor's and any Subcontractor's employees with all safety equipment, including but not limited to, hard hats, eye protection, respiratory protection equipment and all other protection devices needed to comply with Laws and Regulations or with accepted safety practices. The Contractor shall be responsible for any safety violation and/or fine that may occur because of any neglect by the Contractor, the Contractor's employees or any third party.
and as so amended, Paragraph 6.13 remains in effect.
- SC-6.17 Delete Paragraph 6.17 in its entirety.
- SC-6.19.C.Modify Paragraph SC-6.19.C as follows:
Delete 4. in its entirety and delete 5. in its entirety and insert in its place issuance of a notice of acceptability by Engineer.
and as so amended, Paragraph 6.19.C. remains in effect.
- SC-7.01B. Delete Paragraph 7.01.B. in its entirety.
- SC-7.01.C.Delete Paragraph 7.01.C in its entirety.
- SC-7.03 Delete Paragraph 7.03 in its entirety.
- SC-8.05 Delete Paragraph 8.05 in its entirety.
- SC-9.02.A. Modify the first sentence of Paragraph SC-9.02.A. as follows:
Engineer will make visits to the Site at intervals appropriate to the various stages of the Work as Engineer deems necessary in order that an experienced and qualified design professional can observe the progress that has been made and the quality of the various aspects of Contractor's executed Work.
and as amended, Paragraph 9.02.A. remains in effect.

SC-9.02.B. Modify the second sentence of Paragraph 9.02.B. as follows:

Delete “of construction”

and as amended, Paragraph 9.02.B. remains in effect.

SC-9.03.A Add the following Paragraphs after Paragraph 9.03.A of the General Conditions:

B. The Resident Project Representative shall act as directed by and under the supervision of Engineer. The Resident Project Representative shall confer with the Engineer regarding the Resident Project Representative's actions. The Resident Project Representative's dealings in matters pertaining to the on-site work will, in general, be only with Engineer and Contractor. The Resident Project Representative's dealings with Subcontractors will only be through or with the full knowledge of Contractor or the Contractor's superintendent.

C. Limitations of Authority for the Resident Project Representative are as follows:

1. Cannot authorize deviation from the Contract Documents or approve any substitute material or equipment;
2. Cannot issue written clarification or interpretation of the requirements of the Contract Documents;
3. Cannot undertake or assume to fulfill any of the responsibilities of Engineer under the Contract Documents unless such is specifically called for in the Contract Documents;
4. Cannot undertake any of the responsibilities of Contractor;
5. Cannot expedite work for Contractor;
6. Cannot advise on or issue directions relative to any aspects of the means, methods, techniques, sequences or procedures of construction unless specifically called for in the Contract Documents;
7. Cannot advise on or issue directions as to health and safety precautions and programs in connection with the Work; and
8. Is not a representative of the Owner.

SC-9.05.A Delete Paragraph 9.05.A of the General Conditions in its entirety and insert the following in its place:

A. Owner will disapprove or reject Work, based on Engineer's written recommendations indicating the Work the Engineer believes to be defective and outlining the reasons Engineer believes cause the Work to be defective. Engineer will have the authority to require special inspection or testing of the Work Engineer believes to be defective, in accordance with the provisions of Paragraph 13.04 of the General Conditions, whether or not the Work in question is completed.

SC-9.06.A. Delete Paragraph 9.06.A. in its entirety.

SC-10.05.B. Delete the last sentence of Paragraph 10.05.B. of the General Conditions and insert the following Paragraphs after Paragraph 10.05.B. of the General Conditions:

1. Engineer shall evaluate claim and prepare a formal written opinion regarding the claim.

a. This opinion shall be rendered within 30 days after claimant's last submittal except that Engineer may notify Owner and Contractor that reasonable additional time, up to 30 days, will be required to evaluate the claim.

b. This opinion shall be provided to Owner and Contractor.

c. If Engineer does not render the formal written opinion within the time stated in Paragraph a. above, a decision denying the Claim in its entirety shall be deemed to have been issued the day after the time stated expires.

2. Claimant shall allow opposing party a period of 30 days, after date of Engineer's written opinion is issued to accept or reject Engineer's opinions, or to request additional data from or further clarification of the issue by claimant, unless Engineer reasonably extends such period up to 30 additional days to conform to regularly scheduled meetings of public Owner's Board, Council, or Committee.

a. If opposing party accepts or rejects Engineer's opinion, Engineer will issue formal decision regarding Claim in writing within 15 days after opposing parties' determination.

b. If opposing party requests additional data from or further clarification of the issue by claimant, opposing party shall establish reasonable tentative date, within not less than 15 days nor more than 67 days, at which time Engineer's opinions and the additional data or further clarification requested will be reconsidered. Engineer will issue formal decision regarding Claim in writing within 15 days after the date of opposing parties reconsideration or if not reconsidered by the opposing party on the 68th after prior consideration by the opposing party.

c. If Engineer does not render the formal written opinion within the time stated in Paragraphs a. or b. above, a decision denying the Claim in its entirety shall be deemed to have been issued the day after the time stated expires.

SC-10.05.C. Delete Paragraph 10.05.C. of the General Conditions in its entirety.

SC-10.05.D. Delete Paragraph 10.05D. of the General Conditions in its entirety.

SC-10.05.E Delete Paragraph 10.05.E of the General Conditions in its entirety and insert the following in its place:

E. Engineer's written action under Paragraph 10.05.B will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such final action or final denial in accordance with Paragraphs 10.05.B.1 and 10.05.B.2.

and as so amended, Paragraph 10.05.E remains in effect.

SC-11.01.A Delete Paragraphs 11.01.A through 11.01.A.5.i of the General Conditions in their entirety and insert the following in their place:

A. The term Cost of the Work means the sum of all actual costs necessarily incurred and paid by the Contractor in the proper performance of the Work plus 15 percent (15%) for overhead and profit.

1. The term "actual cost" shall cover the payroll expenses for the workers employed and supervision required to perform the work including salary, worker's compensation, social security, pension and retirement allowances and other regular payroll charges. Also included in the actual cost will be the cost of additional insurance needs for this Work, the cost of all materials and supplies required of either temporary or permanent character including fuel and lubricants.

2. In addition to the Cost of the Work as outlined above, the Contractor will be paid for all power-driven equipment at a rate equal to 85 percent of the rate listed in the most recent edition of the "Rental Rate Bluebook" published by Neilson/Dataquest, Inc., to which there will be no percentage added for overhead or profit. The rates used for each piece of equipment used in the performance of the work will be based on the applicable monthly, weekly, daily or hourly rate which reflects the status of the particular piece of equipment on the project. All rates shall be subject to approval by the Engineer.

3. The cost of all such work done each day shall be submitted to the Engineer in satisfactory form on succeeding day and shall be approved by the Engineer or adjusted at once.

SC-11.01.B. Delete Paragraph 11.01.B. of the General Conditions in its entirety.

SC-11.01.C Delete Paragraph 11.01.C of the General Conditions in its entirety.

SC-11.03.D Delete Paragraph 11.03.D of the General Conditions in its entirety.

SC-13.02 Add the following Paragraph 13.02.B to the end of Paragraph 13.02 of the General Conditions:

- B. Said access shall conform to all requirements of the regulatory agency or agencies who claim jurisdiction over the safety of the project site. Failure by the Contractor to provide safe access for the above parties will be a violation in a substantial way of the provisions of the Contract Documents as provided for in Paragraph 15.02.A.4 of the General Conditions.

SC-13.04 Delete Paragraph 13.04 in its entirety.

SC-13.06.A Delete the phrase "rejected by Engineer" in Paragraph 13.06.A of the General Conditions and insert the following in its place:

rejected by Owner

and as so amended, Paragraph 13.06.A remains in effect.

SC-13.09.A Delete Paragraph 13.09.A of the General Conditions in its entirety and insert the following sentence in its place:

If Contractor fails within a reasonable time after written notice of Owner to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Owner in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provisions of the Contract Documents, Owner may, after seven 7 days written notice to Contractor, correct and remedy any such deficiency.

SC-14.01.A Delete Paragraph 14.01.A of the General Conditions in its entirety and insert the following in its place:

The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments on accounts of Unit Price Work will be based on the number of units completed.

SC-14.09.A.2 Delete Paragraph 14.09.A.2 of the General Conditions in its entirety and insert the following in its place:

A waiver of all claims by Contractor against Owner and Engineer other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner and Engineer in writing as still unsettled.

****END OF SECTION****

DRAFT

SECTION 00120

CHANGE ORDER FORM

Change Order No. _____

Date _____

Agreement Date _____

Sweeney Lake Alum Treatment Phase I

Owner: Bassett Creek Watershed Management Commission

Class of Work: Chemical Treatment

Project Location: Hennepin County, Minnesota

Contractor: _____

The following changes are hereby made to the Contract Documents:

<Insert detailed descriptions of what changes are made and attach drawings, new data or reports if needed. Explain how the Contract Amount will change, how the change is calculated and whether the Contract time changes.>

Justification:

<Insert the basis for this change (Examples are OWNER discretion, changed conditions on-site, inclement weather, etc).>

Change to Contract Price:

\$ _____

Original Contract Price: \$ _____

Current Contract Price adjusted to previous Change Order: \$ _____

The Contract Price due to this Change Order will be

(increased) (decreased) by: \$ _____

The new Contract Price including this Change Order will be: \$ _____

Change to Contract Time: _____

The Contract Time will be *(increased) (decreased)* by _____ calendar days.

The date for completion of all work will be: _____ (Date).

Approvals Required:

To be effective, this Change Order must be approved by the Owner and the Contractor if it changes the scope of objective of the Project, or as may otherwise be required by the Contract Documents.

Requested by: _____
<Engineer> (date)

Recommended by: _____
<Owner Representative> (date)

Ordered by: _____
(Bassett Creek Watershed Management Commission) (date)

Accepted by: _____
(Contractor) (date)

****END OF SECTION***

Division 1 – General Specifications

SECTION 01000

SUMMARY OF WORK

PART 1: GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Contract Documents are as defined in the Instructions to Bidders and the Agreement. The terms of the Contract Documents apply to these Specifications as fully as though repeated herein.
- B. The format of these Specifications is based upon the CSI MASTERFORMAT, however differences in format and subject matter location do exist. It is the Contractor's sole responsibility to thoroughly read and understand these Specifications and request written clarification of those portions, which are unclear.
- C. Division of the Work as made in these Contract Documents is for the purpose of specifying and describing work, which is to be completed. There has been no attempt to make a classification according to trade or agreements, which may exist, between Contractor, Subcontractors, or trade unions or other organizations. Such division and classification of the Work shall be the Contractor's sole responsibility.

1.02 EXISTING SITE CONDITIONS AND USES

- A. Work included as part of this project is the application of Aluminum Sulfate and Sodium Aluminate to Sweeney Lake located in the Bassett Creek Watershed Management Commission in Minnesota. The site area is located in the City of Golden Valley.
- B. Project limits and treatment zones are shown on Figure 1.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. The overall scope of the Work which is more fully described in these Contract Documents includes, but is not necessarily limited to, furnishing all labor, tools, equipment, and materials necessary to:
 - 1. Mobilize and demobilize labor, aluminum sulfate and sodium aluminate treatment equipment, and materials.
 - 2. Furnish and apply Aluminum Sulfate and Sodium Aluminate.
 - 3. Demobilize all remaining materials and equipment from the site.
- B. It is the intent of the Contract Documents to cover all aspects of the Project. Should there be some item or items not shown on Figure 1 or not described in these Specifications which are required for the Work, those items and the furnishing of all

labor, materials, and equipment shall be considered incidental to the Work and no additional compensation will be provided.

- C. The Work includes the furnishing of all labor, equipment, tools, machinery, materials, and other items required for aluminum treatment of Sweeney Lake as specified. Equipment furnished shall be in safe operating condition and of adequate size, capacity, and condition for the performance of the Work.
- D. Contractor shall be solely responsible for the coordination of its activities with regard to the Project and the activities of Subcontractors and Engineer.

1.04 WORK BY Engineer

- A. Engineer will obtain an aluminum sulfate treatment permit from the Minnesota Pollution Control Agency necessary for aluminum sulfate treatment of Sweeney Lake. Contractor shall request such information from Engineer a minimum of five days prior to the time when such information is needed.

1.05 Owner FURNISHED PRODUCTS

- A. Owner will not furnish any products for this Project.

1.06 Contractor USE OF PREMISES

- A. Definition of Site: The Site is defined as the area within the approximate Project Limits shown on Figure 1. OWNER will provide for CONTRACTOR authority to use the area within the Project Limits for ingress/egress and operations, including material and equipment staging and storage. Contractor shall limit ingress/egress and operations, including material and equipment staging and storage, to within those Project Limits. Any disturbance outside the Project Limits shall be fully restored at the Contractor's expense. Contractor shall coordinate and finalize staging area with the Engineer prior to beginning the Work to ensure that access to the lake is maintained throughout the duration of the Work.
- B. Hours of Operation: Contractor's operations shall be limited to the hours approved by the City of Golden Valley in accordance with local laws and regulations.
- C. Unfavorable Treatment Conditions: The ENGINEER will advise CONTRACTOR when conditions are unsuitable to apply chemical pursuant to the criteria of Section 02400 and the judgment of ENGINEER as necessary to apply those criteria. When ENGINEER has so advised CONTRACTOR, and until ENGINEER has advised CONTRACTOR that conditions are again suitable, Contractor shall confine operations to work which will not be adversely affected by such conditions. No portion of the Work shall occur under conditions which would adversely affect the quality of the Work, unless special means or precautions are taken to perform the Work in a proper and satisfactory manner.

1.07 SEQUENCE OF WORK

- A. Work shall commence within five (5) calendar days of the Notice to Proceed and shall be completed on or before the date indicated in the Instructions to Bidders.

- B. Contractor shall determine the sequence of Work required to efficiently progress with the Work. The sequence of the Work shall be clearly evident from the Contractor's progress schedule, submitted in accordance with ARTICLE 2 of the General Conditions and thereafter revised.

1.08 WORK BY OTHERS

- A. Contractor's obligations with regard to coordination with other Work are more fully set forth in Article 7 of the General Conditions.

1.09 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

END OF SECTION 01000

SECTION 01010

MEASUREMENT AND PAYMENT

PART 1: GENERAL

1.01 GENERAL

- A. This Section of the Specifications describes the measurement and payment for the Work to be done under the items listed on the Bid Form.
- B. Each unit or lump sum price stated on the Bid Form shall constitute full compensation as herein specified for each item of work completed in accordance with the requirements of the Contract Documents including Figure 1 and Specifications, including all clean up and restoration.
- C. All costs in connection with the Work, including furnishing all materials, supplies and appurtenances; providing all equipment and tools; and performing all necessary labor, coordination, supervision, and management to fully complete the Work shall be included in the unit prices or unit lump sum prices quoted on the Bid Form. All Work not specifically set forth as a separate bid item herein shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the amounts and prices submitted on the Bid Form.

1.02 ESTIMATED QUANTITIES

- A. All estimated quantities for Unit Price items in the Bid Form are approximate and are to be used only as a basis for determining the initial Contract Price. The actual amount of work to be done or materials to be furnished under the Unit Price items may differ from the estimated quantities. The basis of payment for work or materials furnished or placed will be the actual quantities of work performed or material furnished and placed. The Contractor agrees to make no claim for damages, anticipated profits, or otherwise due to any difference between the quantities of Work actually performed or materials furnished and placed and the estimated quantities included in the Bid Form.

1.03 INTENT OF BID FORM ORGANIZATION

- A. Payment for all Work shall be in accordance with the terms and conditions set forth elsewhere in the Contract Documents and the Contractor's Bid prices set forth in Contractor's conformed Bid Form. The Bid items set forth in the Bid Form subdivide the Project for purposes of measurement and payment only, and are intended to represent the entire and complete Project as set forth in the Contract Documents. The Bid items set forth in the Bid Form shall constitute full compensation to Contractor for providing all supervision, labor, materials, equipment, tools and supplies, and overhead and profit to complete the Work in complete accordance with the Contract Documents.

- B. The following paragraphs provide additional descriptions of the Work included in each of the Bid items subject to the provisions of paragraphs 1.01, 1.02, and 1.03 of this Section
1. Some of the Bid items are based on unit lump sum prices. Partial progress payment for those unit lump sum items shall be made in accordance with monthly estimates of percent completed for each item included in the breakdown in Contractor's approved Schedule of Values.
 2. Other Bid items are based on Unit Prices. For those items, progress payments shall be based on the actual quantities of each item of Work completed in accordance with the Contract Documents.
- C. The procedures for submitting and processing progress payments are set forth elsewhere in the Contract Documents.

1.04 BID ITEMS

A. Mobilization/Demobilization

1. Method of Measurement: Mobilization/Demobilization will be measured on the basis of a single lump sum (L.S.) unit.
2. Basis of Payment: Contractor will be paid a lump sum (L.S.) price for mobilization/demobilization on completion of the Work. The lump sum price shall be payment in full for the costs of all supervision, labor, materials, equipment, overhead and profit, and performing all operations as are necessary for mobilization to and demobilization from the Work site, all complete as specified. This item shall include the Contractor's premium for any special insurance obtained for this project; development and maintenance of appropriate health and safety plan; equipment mobilization and demobilization; lake use restrictions signage and control of other watercraft during application; site restoration not specifically paid for elsewhere in this Specification, site cleanup; preparing and transmitting the required submittals; obtaining all licenses required of the Contractor to complete all aspects of the Work unless otherwise identified elsewhere in these Specifications; spill protection; and all incidentals and other items not specifically paid for but included in the total scope of the Work.

B. Application of Aluminum Sulfate

1. Method of Measurement: Liquid aluminum sulfate will be measured as gallons applied to the lake to achieve the specific dose determined by the Engineer as described in Section 02400. At the end of each day, Contractor shall provide Engineer with documentation of total number of gallons applied that day along with percent aluminum in the liquid aluminum sulfate. Excess chemical not applied directly to the lake shall not be included in this measurement.
2. Basis of Payment: Contractor will be paid a unit price per gallon of aluminum sulfate applied, for aluminum sulfate, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment,

labor, supplies, profit and overhead, and perform all operations necessary to transport, store, and apply the chemical to selected areas, all complete as specified.

C. Application of Sodium Aluminate

1. Method of Measurement: Liquid sodium aluminate will be measured as gallons applied to the lake to achieve the specific dose determined by the Engineer as described in Section 02400. At the end of each day, Contractor shall provide Engineer with documentation of total number of gallons applied that day along with percent aluminum in the liquid sodium aluminate. Excess chemical not applied directly to the lake shall not be included in this measurement.
2. Basis of Payment: Contractor will be paid a unit price per gallon of sodium aluminate applied, for sodium aluminate, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment, labor, supplies, profit and overhead, and perform all operations necessary to transport, store, and apply the chemical to selected areas, all complete as specified.

1.05 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

END OF SECTION 01010

SECTION 01015

PAYMENT PROCEDURES

PART 1: GENERAL

1.01 DESCRIPTION

- A. The requirements set forth herein are intended to supplement the procedure described or referred to in the General Conditions as modified by the Supplementary Conditions.

1.02 APPROVAL OF PAYMENT

- A. The Commissioners for the Bassett Creek Watershed Management Commission (Owner) meet on the third Thursday of each month. Owner generally needs to receive Application for Payment, as recommended by the Engineer, 13 calendar days prior to the meeting if the application is to be considered. The Commissioners will generally consider the Application for Payment properly and timely if presented to the Owner in accordance with the General Conditions as modified by the Supplementary Conditions and these requirements. Payment, if approved, will be made within 7 calendar days of the meeting.

1.03 SUBMITTALS

- A. Application for Payment
 1. Submit in accordance with the schedule requirements of the General Conditions as modified by the Supplementary Conditions.
 2. Submit a tabulation of the items, unit prices, quantities completed, completed values in a form acceptable to Engineer.
 3. Submit Application for Payment on a form provided by Engineer.
 4. Submit such supplemental documentation in the form of invoices, statements, etc. as may be required by Engineer or Owner, and such other documentation, certificates, and schedules as are otherwise required by the Contract Documents.
 5. Only one application for payment shall be made, on completion of the Work.

1.04 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

END OF SECTION 01015

SECTION 01070

PROJECT MEETINGS

PART 1: GENERAL

1.01 TREATMENT PLANNING CONFERENCE

- A. After Owner issues to Contractor the Notice of Award, Engineer will schedule a treatment planning meeting to be held at the project site that shall be attended by Owner, Contractor, Engineer, and others as appropriate. The meeting will be scheduled promptly after the Notice of Award and as far in advance of the commencement date as is practical. The purpose of the meeting will be to comply with the provisions of paragraph 2.06 of the General Conditions.
- B. Agenda items may include:
 - 1. Distribution of Contract Documents
 - 2. Designation of responsible personnel for all parties, lines of communication, and lines of authority, including Project Contacts (see Paragraph 1.04 of this Section).
 - 3. Scope of work and the anticipated schedule of operations
 - 4. Critical work sequencing
 - 5. Aluminum tanker truck storage location and site access for aluminum distribution to barge or boat
 - 6. Record documents and reporting
 - 7. Site safety and security procedures
 - 8. List of major subcontractors
 - 9. Procedures for processing change orders
 - 10. Use of premises including equipment and material storage
 - 11. Materials deliveries
 - 12. Housekeeping procedures

1.02 PROGRESS PHONE CALLS

- A. Progress phone calls may be scheduled by the Engineer as needed at a time mutually agreeable to the Contractor and Engineer. A preferred time for these calls is prior to Contractor's submittal of Application for Payment.

- B. Following each phone call, the Engineer will prepare and distribute to Owner and Contractor copies of the notes of the phone call. These will include a brief summary of the progress of the Work since the previous phone call.

1.03 UNSCHEDULED MEETINGS

- A. The Contractor shall attend other unscheduled meetings which may be reasonably requested by Engineer or Owner to discuss unanticipated changes in the Work, or conditions at the site, or other issues and which must be resolved before progression of work.

1.04 PROJECT CONTACTS

- A. Contractor shall submit to Engineer the name of one person available for ongoing technical support and who are familiar with the Project and are responsible for its completion.
- B. The list should include name, functional title, mailing address, and phone number.
- C. At least two phone numbers shall be furnished which will provide 24-hour answering by a competent technical representative of Contractor in the event of an emergency or other unanticipated condition requiring immediate attention. At least one person shall be available at all times for immediate response to the site within 2 hours of being called. The responding person shall be the Contractor's representative at the Site and shall have authority to act on behalf of Contractor.

1.05 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

END OF SECTION 01070

SECTION 01080

SUBMITTALS

PART 1: GENERAL

1.01 GENERAL SUBMITTAL PROCEDURES

A. Contractor shall:

1. Transmit each submittal labeled with the Project name, name of the submittal, and Section and page number of these Contract Documents in which the submittal was required. Indicate the type or purpose of the submittal as more fully described elsewhere in this section with regard to the Schedule of Submittals. Transmit the correct number of copies as described below for each type of submittal. Each submittal shall be accompanied by a transmittal letter stating the same information.
2. Transmit all submittals to Engineer at the address set forth in the Supplementary Conditions and to the attention of the Project Engineer designated by Engineer.
3. Apply Contractor's stamp, signed or initialed certifying that review and coordination of information is in accordance with the requirements of the Work and Contract Documents. Unstamped or unsigned submittals will be returned without action.
4. Schedule submittals to expedite Project and in accordance with the Schedule of Submittals to be prepared by Contractor. Coordinate submission of related items.
5. Identify all variations or deviations from the Contract Documents and identify alternative products or system limitations which may be detrimental to successful performance of the completed Work.
6. Provide space for Engineer review stamps and comments on all submittals.
7. Revise and resubmit submittals as required in a timely manner. Identify all changes made since previous submittal.
8. Promptly distribute copies of reviewed submittals to Subcontractors, suppliers, and other concerned parties. Instruct parties to promptly report any inability to comply with provisions.
9. Not proceed with any Work requiring a submittal, including resubmittal, to Engineer until the submittal has been returned to Contractor without a requirement for resubmittal.

B. All submittals that are made that are not specifically required by the Contract Documents will be returned without action.

C. All submittals shall come from the Contractor and submittals directly from Subcontractors or vendors will be returned without action.

1.02 PROGRESS SCHEDULE

- A. Contractor shall submit an estimated progress schedule and a finalized progress schedule in accordance with the requirements of paragraphs 2.05.B and 2.07 of the General Conditions.
- B. The Contractor shall revise the finalized progress schedule from time to time, as may reasonably be requested by Engineer or Owner, to reflect the current status and progress of the Work and the operations necessary to complete the Work as required.
- C. The progress schedule shall clearly illustrate the sequence of the Work (by locations and other factors as may be appropriate) to be followed by Contractor to efficiently progress with the Work.

1.03 SCHEDULE OF VALUES

- A. If requested by the OWNER, Contractor shall submit a preliminary schedule of values and a finalized schedule of values in accordance with the requirements of paragraphs 2.05.B and 2.07 of the General Conditions and in the form herein specified.

1.04 SCHEDULE OF SUBMITTALS

- A. Contractor shall submit a preliminary schedule of submittals in accordance with the requirements of paragraph 2.05.B of the General Conditions and in the form herein specified. Contractor shall submit a finalized schedule of submittals in accordance with the requirements of paragraph 2.07 of the General Conditions except that this finalized schedule of submittals to Engineer and Owner will be submitted prior to beginning any Work.
- B. The schedule of submittals shall be in tabular form listing all submittals which are required by the Contract Documents and the date on which Contractor will make submittal. As a minimum, the schedule of submittals shall consist of the following columns:

1. SUBMITTAL NUMBER:	Number consecutively.
2. SECTION NO.:	Section number or description of location in Contract Documents where submittal is requested.
3. PAGE NO.:	Page number of section in Contract Documents where submittal is requested.
4. ITEM:	Description of item or items to which submittal pertains.

5. SUBMITTAL TYPE: A letter code indicating what type of submittal was requested. The type key shall be as follows:
- a. Information or Documentation
 - b. Review
 - c. Approval
 - d. Alternate Product Supporting Data
 - e. Administrative such as schedules, etc.
6. DEFICIENCIES: Manner in which submittal or proposed alternate product does not meet the requirements of the Contract Documents.
7. ANTICIPATED SUBMITTAL DATE: Date on which Contractor anticipates submittal to be delivered to Engineer.
8. RESPONSE REQUIRED: Indicate yes if Contractor anticipates response from Engineer and no if no response is anticipated.

- C. The Schedule of Submittals will be reviewed by Engineer and Engineer will respond in writing, listing deficiencies. The Contractor shall not list submittals not called for in the Contract Documents. The schedule shall include all items for which Contractor proposes to use substitute or “or equal” products. Contractor shall correct deficiencies and resubmit schedule of submittals prior to beginning any Work.

1.05 REVIEW OF SUBMITTALS

- A. The Engineer’s review of engineering data will cover only general conformity of the data to the Specifications and Contract Documents, external connections, and interfaces with equipment and materials furnished under separate specifications. The Engineer’s review does not indicate a thorough review of all dimensions, quantities, and details of the equipment, material, device, or item indicated or the accuracy of the information or documentation submitted; nor shall review or approval by the Engineer be construed as relieving the Contractor from any and all responsibility for errors or deviations from the requirements of the Contract Documents.
- B. All engineering data submitted, after final processing by the Engineer shall become a part of the Contract Documents and the work indicated or described thereby shall be performed in conformity therewith unless otherwise required by the Owner.

1.06 SUBMITTAL FOR INFORMATION OR DOCUMENTATION

- A. Submit one copy to Engineer.
- B. Submittal shall be made at least 5 days before the subject of the submittal is to be incorporated into the Work.

- C. Submittal is for the purpose of formal verification that the subject of the submittal conforms to the requirements of the Specifications, for formal documentation of the Work, or both.
- D. No action is required by Owner or Engineer. Engineer will generally notify Contractor if deficiencies are identified; however Contractor is solely responsible for ensuring that the subject of the submittal conforms to the requirements of the Specifications.

1.07 SUBMITTAL FOR REVIEW

- A. Submit one copy to the Engineer.
- B. Submittal shall be made at least 10 days before the subject of the submittal is to be incorporated into the Work. Engineer will respond within 5 days from receipt of submittal.
- C. Submittal is for the purpose of providing opportunity to Engineer for review and comment on the subject of the submittal.
- D. Engineer will respond to the submittal either with a list of comments or indicating no comments.
- E. If Engineer's comments indicate a deficiency with respect to the requirement of the Specifications, Contractor shall amend the submittal and resubmit. Engineer will again respond to the resubmittal.
- F. If Engineer's comments are in regards to an issue which based upon the Contract Documents is at Contractor's discretion, Contractor shall furnish additional information provide justification, and otherwise cooperate in addressing and resolving Engineer's comments.
- G. Contractor shall remain solely responsible for ensuring that the subject of the submittal conforms to the requirements of the Specifications.

1.08 SUBMITTAL FOR APPROVAL

- A. Submit one copy to the Engineer.
- B. Submittal shall be made at least 15 days before the subject of the submittal is to be incorporated into the Work. Engineer will respond within 7 days from receipt of submittal.
- C. Submittals shall be stamped with Contractor's approval. Contractor's stamp shall be a representation that Contractor has assumed full responsibility for determining the submittal requirements and verifying that the subject of the submittal conforms to the requirements of the Specifications. Submittals not bearing Contractor's stamp will be returned without review or action.
- D. Engineer will review, make notations as appropriate, stamp, and return submittals to Contractor. Engineer's stamp and Contractor's required action are described below:

1. NO EXCEPTIONS TAKEN. Contractor may proceed without further action.
 2. RECOMMENDED REVISIONS NOTED. Contractor shall review Engineer's notations and revise subject of submittal as required to conform to the requirements of the Drawings and Specifications before proceeding with the Work. Resubmittal is not required.
 3. RESUBMIT. Contractor shall review Engineer's notations, revise subject of submittal as required to conform to the requirements of the Specifications, and resubmit to Engineer for additional action.
 4. REVIEW COMPLETE, FURNISH THREE FILE COPIES. Contractor shall furnish the requested number of copies and may proceed without further action.
- E. Work may proceed when submittals have been returned marked RECOMMENDED REVISIONS NOTED, provided the work is performed in accordance with the Engineer's notations, or NO EXCEPTIONS TAKEN.
- 1.09 ALTERNATE PRODUCT SUPPORTING DATA
- A. If Contractor proposes to use alternate or substitute products, Contractor shall submit written application as required by paragraph 6.05.A.2 of the General Conditions.
 - B. Submit two (2) copies of literature, drawings, and any other data necessary to substantiate that proposed substitute is equivalent or equal to the item named, and otherwise meets the conditions established in paragraphs 6.05.A through 6.05.F of the General Conditions.
 - C. Do not proceed with product installation or use until written approval by Engineer is received in accordance with paragraphs 6.7.1 through 6.7.3 of the General Conditions.
- 1.10 RECORD DOCUMENTS
- A. Submit one original copy to Engineer of all record documents (or clearly legible copies) prior to substantial Completion.
 - B. Record documents consist of all Drawings, Specifications, Addenda, Change Orders, and Shop Drawings legibly annotated to reflect all changes made during construction.
- 1.11 WARRANTY OR GUARANTEE CERTIFICATES
- A. Submit three (3) executed copies prior to Substantial Completion.
 - B. All warranty or guarantee certificates shall be signed by Contractor and all other parties as requested in specific sections.
- 1.12 BASIS FOR COMPENSATION
- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]
PART 3: EXECUTION [NOT USED]

END OF SECTION 01080

DRAFT

SECTION 01085

SAFETY

PART 1: GENERAL

1.01 GENERAL

- A. In accordance with generally accepted chemical treatment practices, the Contractor shall be solely and completely responsible for job site conditions and safety procedures and programs, including safety and health of all persons and property, on those portions of the site affected by or used by Contractor, Contractor's employees, subcontractors, agents, and others during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. Observation of the Work and Contractor's performance by Owner and Engineer is not intended to include review of the adequacy of the Contractor's safety and health procedures and programs on or near the construction site. The Contractor is solely responsible for the protection of property and the safety and health of its employees, Subcontractors, Suppliers, agents and others on or near the site before, during and after the treatment, for the duration of the Contract Time.

1.02 SAFETY

- A. In addition to the requirements of paragraph 6.13.B of the General Conditions as amended by the Supplementary Conditions, the Contractor shall be responsible for:
 - 1. Furnishing Contractor's employees, as well as any subcontractor's and supplier's employees, with all safety equipment and other protection devices needed to comply with Laws and Regulations or accepted safety practices.
 - 2. Any safety violation and/or fine that may occur because of any neglect by Contractor, Contractor's employees, Contractor's subcontractors, or any third party under Contractor's supervision or direction.

1.03 HAZARD COMMUNICATION PROGRAMS

- A. Contractor shall comply with paragraph 6.15 of the General Conditions.

1.04 EMERGENCIES

- A. Contractor shall comply with paragraph 6.16 of the General Conditions.

1.05 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]
PART 3: EXECUTION [NOT USED]

END OF SECTION 01085

DRAFT

SECTION 01095

CLOSEOUT PROCEDURES

PART 1: GENERAL

1.01 RECORD DOCUMENTS

- A. Record information on record documents concurrent with treatment progress. Engineer or Owner may require Contractor to improve its performance with regard to recording information during the treatment process.
- B. Submit record documents and other submittals required by other Sections of these Specifications.

1.02 CLEANUP

- A. The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work, shall remove all waste materials, rubbish and debris from the premises as well as all tools, treatment equipment, and surplus materials. Contractor shall leave the site clean.

1.03 GUARANTIES AND WARRANTIES

- A. The Contractor shall guarantee all work and material against all defects as specified in paragraph 13.07 of the General Conditions or as otherwise required for specific items in these Specifications. The Contractor shall repair or replace any such defective Work and materials to conform to the provisions of the Contract and without expense to the Owner, within one (1) day after notification in writing by the Owner or Engineer of such defective Work or material. If the Contractor does not make said repairs or replacements or have made arrangements for the correction thereof within the period specified above, the Owner may do so and will charge the cost of same to the Contractor. The Contractor shall perform repair work so as to cause the Owner a minimum of inconvenience and interruption of services.

1.04 FINAL SUBMITTALS

- A. Contractor shall complete all submittals required by these Contract Documents prior to the payment of Contractor's Final Application for Payment by Owner. Final payment shall not become due and payable until 10 days after all submittals have been made acceptable to Engineer or as provided in paragraph 14.07 of the General Conditions, whichever is later.

1.05 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]
PART 3: EXECUTION [NOT USED]

END OF SECTION 01095

DRAFT

SECTION 01100

MOBILIZATION AND DEMOBILIZATION

PART 1: GENERAL

1.01 MOBILIZATION/DEMOBILIZATION

- A. The Work covered by mobilization/demobilization consists of, but is not limited to furnishing all labor, equipment, and materials, and performing all operations necessary to move personnel, equipment, supplies, and incidentals to the project site to establish and maintain project materials and equipment storage areas, parking areas, and other areas necessary for the Work; provide water and chemical tracking control; perform all work that must be completed before beginning work on the project for which payment is not provided elsewhere in these Specifications; remove all equipment, materials and labor from the project site after it is no longer necessary and restore the Work area; furnish all bonds and insurance certificates obtained specifically for this project, all in accordance with the Contract Documents, and in compliance with all requirements of Division 1 of these Specifications.

1.02 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this section of these Specifications shall be in accordance with the provisions set forth in Section 01010, Unit Price Measurement and Payment.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

END OF SECTION 01100

Division 2 – Technical Specifications

SECTION 02400

CHEMICAL TREATMENT

PART 1: GENERAL

1.01 DESCRIPTION

- A. All Work included in this Section shall be performed in accordance with the following paragraphs, the General Requirements set forth in Division 1 of these Specifications, and the provisions of the other Contract Documents.
- B. Work covered by this section includes furnishing all supervision, labor, materials, and equipment required to supply, deliver, store and apply aluminum sulfate and sodium aluminate to Sweeney Lake, shown on Figure 1. The Contractor shall:
 - 1. Furnish, deliver, store and apply liquid aluminum sulfate and sodium aluminate to Sweeney Lake to mitigate the internal release of phosphorus from the lake sediment.
 - 2. Treat at appropriate weather, temperature, and flow conditions as directed by the Engineer.
 - 3. Furnish, install and remove all appropriate signage and buoys (if used) in a timely manner.
 - 4. Restore all areas directly or indirectly disturbed by the Work.
 - 5. All other Work required for a completion of the aluminum treatment as a project whole.

1.02 REFERENCES

- A. AWWA B403-88 American Water Works Association Standard for Aluminum Sulfate.
- B. AWWA B405-06 American Water Works Association Standard for Sodium Aluminate.

1.03 SEQUENCE OF WORK

- A. Aluminum treatment shall not begin until chemical applicator (Contractor) is approved by Owner. Treatment is to occur once in the fall of 2020 (see 3.05.E for the specifics on the aluminum sulfate application timing).
- B. The Contractor shall be responsible for all labor, aluminum sulfate, sodium aluminate, aluminum sulfate and sodium aluminate application equipment and arrangements for the timely delivery of aluminum sulfate and sodium aluminate required to complete the project.

- C. Aluminum application shall be conducted according to ARTICLE 8 – Instructions to Bidders.

1.04 SUBMITTALS

- A. The Contractor shall submit a spill prevention and contingency plan to Engineer for review prior to beginning Work on the Project.
- B. The Contractor shall submit certificate(s) indicating all materials meet requirements of these Specifications before treatment occurs. The Contractor shall submit the item, applicable reference specification, class, type, manufacturer, and distributor. The Contractor shall also submit the results of aluminum lot testing of materials delivered to the site, including an analysis of the metals content of the material, before treatment.
- C. The Contractor shall submit GPS coordinates and corresponding application rates and amounts of aluminum sulfate and sodium aluminate applied to the lake. This data shall be collected by the Contractor in real-time during the application and submitted to Engineer on a daily basis.

1.05 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this section of these Specifications shall be in accordance with the provisions set forth in Section 01010, Unit Price Measurement and Payment.

PART 2: PRODUCTS

2.01 CHEMICALS

A Aluminum Sulfate (Alum)

- 1. Liquid aluminum sulfate supplied shall meet the requirements of AWWA B403-88. The liquid aluminum sulfate $[\text{Al}_2(\text{SO}_4)_3 \cdot 14.3(\text{H}_2\text{O})]$ shall be of commercial grade appropriate for the application with an aluminum content of **4.4%** Al^{3+} (Aluminum) by weight.

B Sodium Aluminate

- 1. Sodium aluminate supplied shall meet the requirements of AWWA B405-06. The sodium aluminate $[\text{Na}_2\text{Al}_2\text{O}_4]$ shall be of commercial grade appropriate for the application with an aluminum content of **10.4%** Al^{3+} (Aluminum) by weight.

PART 3: EXECUTION

3.01 DELIVERY, STORAGE AND HANDLING

- A. The Contractor shall provide the name and location of the proposed chemical supplier with the Bid, and will be responsible for all coordination with the aluminum supplier necessary to insure timely delivery to the project site. The Contractor shall confine all storage of equipment and materials within the Project Limits and otherwise in a safe,

secure and environmentally sound manner. Conformance to these requirements shall be determined by the Contractor, subject to disapproval of the Engineer, whose failure to disapprove does not, however, constitute any shift of responsibility to properly handle equipment and materials from Contractor to Engineer. Tank truck haul routes and site access shall be as directed by Engineer. If gradual off-loading is required the contractor shall be responsible for all demurrage charges.

- B. The Contractor shall provide notice to Owner of delivery of equipment and materials seven days prior to the delivery date.
- C. The Contractor shall maintain a copy of the spill prevention and spill contingency plan described in the Bid on site for the duration of the project.

3.02 UNFAVORABLE TREATMENT CONDITIONS

- A. Application of aluminum shall not occur when wind speeds 6 feet above the lake surface exceed 10 miles per hour.
- B. Application of aluminum shall not occur if it can be reasonably expected (forecast) that a significant precipitation event (greater than 0.5 inches in 24 hours) shall occur during treatment or begin within 24 hours after treatment completion.

3.03 LOCATION OF WORK

- A. Project Limits shall be the entire water surface area of Sweeney Lake and access area indicated on Figure 1 except for a 20 foot buffer zone around the shoreline of Sweeney Lake. The contractor shall not apply aluminum outside the indicated area on Figure 1 in the Drawings.

3.04 ALUMINUM APPLICATION

- A. The Contractor shall conduct the aluminum application utilizing a barge or similar vessel with an Engineer approved microprocessor injection system that allows for uniform application of liquid aluminum sulfate and sodium aluminate at variable boat speeds. Aluminum sulfate and sodium aluminate application shall be made to the indicated areas of Sweeney Lake identified in Figure 1 at the specified doses.
- B. The Contractor shall ensure that the aluminum sulfate and sodium aluminate is **evenly distributed throughout the treatment area and that the appropriate dose is applied to the appropriate zones shown in Figure 1**. The Contractor shall maintain records to verify the area of coverage (also see Section 1.04).
- C. Engineer will monitor the ambient pH in **Sweeney Lake** during the aluminum treatment application. If at any time during treatment, the depth-averaged ambient pH in the lake falls below 6.5 or increases above 9 S.U., Contractor will stop the treatment. Treatment will not resume until authorized by the Engineer.
- D. The aluminum treatment shall be made at a sufficient rate to insure long term sediment phosphorus inactivation, as determined by the Engineer. Unless advised otherwise by the Engineer, the Contractor shall apply aluminum sulfate at a dose rate of **523** gallons

per acre in North Zone and **879** gallons per acre in the South Zone with one gallon of sodium aluminate buffer applied for every two gallons of aluminum sulfate applied.

- E. The Engineer estimates that this treatment rate will require a total of **35,800** gallons of commercial grade (4.4% Al³⁺ Aluminum) liquid aluminum sulfate [Al₂(SO₄)₃•14.3(H₂O)]. It is Contractor's responsibility to ensure that enough material is available to complete the Work in accordance with the dosing requirements stated herein.
- F. The aluminum application must be complete before the surface temperature of Sweeney Lake has fallen below 40° F. Application of aluminum shall not occur if it can be reasonably expected that the surface temperature of Sweeney Lake will drop below 40° F within 24 hours after treatment completion.
- G. The Contractor shall keep daily records acceptable to the Engineer and available for review as a basis for and substantiation of payment. Daily logs shall minimally state the following:
 - a. Hours of aluminum application
 - b. The quantity of aluminum applied
 - c. The approximate acreage and volume treated
 - d. Explanation of any downtime
 - e. GIS coordinates of application

END OF SECTION 02400