

City of Minot

City of Minot, North Dakota

Structure Demolition and Site Restoration Project

PROJECT NUMBER 3755

BIDDING DOCUMENTS

ISSUED FOR BIDS
April 12, 2013

BIDS DUE
May 2, 2013 at 11:00AM



SECTION 00 01 10

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ADVERTISEMENT FOR BIDS

Structure Demolition and Site Restoration Project

The City of Minot through the use of State of North Dakota funds and Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds purchased houses that were inundated during the 2011 Souris River Flood and is now seeking a Contractor to demolish approximately 55 structures. Basement excavation and site restoration will also be completed.

The City of Minot invites the public to bid upon the following project:

PROJECT # 3755: STRUCTURE DEMOLITION AND SITE RESTORATION PROJECT

The City Engineer of the City of Minot reserves the right to reject any or all bids and to award the contract as it deems to be in the best interest of the City of Minot. Each bidder must provide a bid bond or cashier's check in the amount of 5% and proof of workers' compensation insurance with their bid. Each bidder must include a copy of their North Dakota Contractors license, a copy of their North Dakota Waste Hauler's Permit (MSW), and their Hazardous Waste Disposal Plan WITH their bid.

The successful, responsible bidder will be required to sign the contract and furnish the appropriate performance bond in the amount specified by, and in accordance with, the State of North Dakota. The bond is required in order to secure the performance obligations of the Contractor. The Contract will not be executed, nor will work begin, should the successful Bidder fail to furnish the performance bond required.

Bidding documents for the project may be obtained at City Hall – Clerk's office, City Website www.Minotnd.org or the CDM Smith Disaster Recovery Office located at Arrowhead Mall. Bid proposals must be submitted on the forms provided.

A pre-bid conference will be held at the City Hall located at 515 2nd Ave SW, Minot, North Dakota at 10:00 A.M. (CST) on April 23, 2013 to discuss the bidding documents.

Sealed bids will be received up to the hour of 11:00 A.M. (CST) on May 2, 2013, at the City Hall. All bids will be opened at 11:00 A.M. on the same day.

The Bidder will be required to comply with all Federal, State, and Local regulations. The City of Minot reserves the right to determine the highest responsible and eligible bidder, to waive irregularities, and to reject any or all bids.



(Publish April 12, 19)

SECTION 00 21 13

INFORMATION FOR BIDDERS

PART 1: GENERAL

1.01 Background Information and Program Overview

- A. General Description of Program – On April 16, 2012, the Department of Housing and Urban Development released \$400 million in Community Development Block Grant funds for the purpose of assisting recovery in the most impacted and distressed areas declared a major disaster in 2011 under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5121 et seq). The City of Minot (herein sometimes referred to as the 'City') received \$67,575,694 to address their most impacted unmet needs for recovery from this disaster (herein sometimes referred to as the 'Program'). The Federally declared disaster for this Program is under: FEMA-1981-DR declared on May 10, 2011.
- B. Housing Demolition – The housing demolition component of the program will involve demolishing homes purchased with State and Federal CDBG-DR funds for the purpose of creating open space and implementing flood controls.
- C. Purpose of Request for Bids – The City will select a Contractor to complete this housing demolition project with this competitive sealed bid process and is soliciting bids to provide all labor, material and equipment required to demolish approximately 55 structures; remove, transport, and dispose of debris; and restore the sites, in accordance with the Program. The sealed Bid submitted by a Bidder in response to this Request for Bids will be referred to as the Bid.
- D. Program Administrator – The City has selected CDM Smith Inc. to be the Program Administrator and has delegated certain authorities to conduct the Program for the City of Minot as the Program Administrator. Instructions to the Contractor received from the Program Administrator shall be considered to be from the City of Minot. The Program Administrator shall not be responsible for any act or omissions of any Contractor, Subcontractor, Supplier, or of any other person or organization performing or furnishing work. Further, the Program Administrator shall not be responsible for any Contractor's failure to finish the work in accordance with the Contract Documents. Further for the purposes of this Request for Bids and Contract, the Program Administrator shall have the same limitations of liability and indemnification provided to the City.
- E. Description of the Work – The Work shall include providing all labor, material and equipment related to demolishing structures; removing, transporting and disposing of debris; and restoring the sites. These structures may be located throughout the City of Minot. The Work under this Contract will be governed by the Contract Documents. The

Work shall also comply with all applicable Federal, State, and local requirements, laws and regulations. More specifically, Contractors must comply with all Federal regulations and policies, concerning all applicable Community Development Block Grant programs, including Section 3 on contracts exceeding \$100,000. Failure to adhere to these conditions or with any provision of this Contract may result in the Program Administrator taking one of the following actions: (1) declaring the Contractor ineligible to participate in future contracts; (2) withholding funds; and (3) terminating the Contract.

- F. Contractor Eligibility – A Contractor must be eligible to receive Federal contracts through U.S. Government Programs in accordance with the policies and procedures of the U.S. Department of Housing and Urban Development as enforced by the City of Minot and in accordance with the Title 24 Code of Federal Regulations (CFR) part 24.

PART 2: BID PROCESS

2.01 Pre-Bid Conference

- A. A Pre-Bid Conference will be held on April 23, 2013 at 10:00 A.M. (CST) at Minot City Hall. Persons with disabilities requiring special accommodations should contact the Program Administrator's office at 701-837-5813 at least two days prior to the pre-bid conference.

2.02 Communications

- A. All correspondence relating to this Request for Bids, from Advertisement of Bids to Award of Contract, shall be sent to the Program Administrator's representative:

Ms. Nancy Whitten
CDM Smith Inc.
1600 2nd Avenue SW, Suite 27
Minot, North Dakota 58701
email: whittennl@cdmsmith.com

All questions on the project should be submitted to the Program Administrator's representative at least 7 calendar days before the Bid Opening. A final response will be distributed at least 5 days prior to the Bid Opening in the form of an Addendum to the Bidding Documents.

2.03 Examination of Contract Documents and Site

- A. It shall be the responsibility of each Bidder before submitting a Bid to:
1. Examine the Bidding Documents thoroughly.

2. Become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work.
3. Consider federal, state, and local laws and regulations that may affect cost, progress, performance, or furnishing of the Work.
4. Study and carefully correlate Bidder's observations with the Bidding Documents.
5. At least 7 calendar days before the Bid Opening, notify the Program Administrator of all conflicts, errors, or discrepancies in the Bidding Documents. Any interpretation of the Bidding Documents will be made only by addendum. The Owner will not be responsible for any other explanations or interpretations of the Bidding Documents.

2.04 Bid Package

- A. The Bidder shall fully complete the Bid Form, including Attachments A-E, as found in Section 00 41 00 – BID FORM and all other components of the Bid Package as delineated in Paragraph 3.01.

2.05 Bid Package Submittal

- A. Bids should be submitted no later than 11:00 A.M. on May 2, 2013.

2.06 Modification of Bid

- A. A Bidder may modify its Bid by submitting a revised Bid at any time prior to the Bid Opening. The revised Bid must be signed by the Bidder and each modification must be initialed by the Bidder.

2.07 Withdrawal of Bid

- A. A Bidder may withdraw his/her Bid without prejudice to him/herself, provided he/she files a written request with the City Clerk not later than the day before Bids are to be opened. No Bids may be withdrawn for a period of 60 calendar days after the opening of Bids.

2.08 Opening of Bids

- A. Bids will be opened publically and read by the City Clerk at the date set in the Advertisement for Bids. Bidders or their authorized agents are invited to be present and are permitted to examine any Bid after opening.

2.09 Irregular Bids

- A. Bids may be rejected if they show any omission, alteration of form, additions not called for, conditional alternate Bids, or irregularities of any kind which may tend to make the Bid indefinite or ambiguous as to its meaning.

2.10 Disqualification of Bidders

- A. Any or all Bids will be rejected if there is a reason for believing that collusion exists among the Bidders and all participants in such collusion will not be considered in the future Bids for the same work.
- B. Bids in which the prices shown obviously are unbalanced as determined by the Program Administrator will be rejected. No Contract will be awarded except to responsible Bidders capable of performing the class of work contemplated.
- C. The Bidder shall furnish a complete statement of his/her experience and of the amount of capital and equipment available for the proposed work, if so requested by the City Council or the Program Administrator.

2.11 Award of Contracts

- A. Any or all Bids may be rejected or informalities in Bids may be waived at the option of the Owner.
- B. The Contract will be awarded to the lowest responsible Bidder.

2.12 Lowest Responsible Bidder

- A. In determining lowest responsible Bidder, in addition to price, the following factors will be considered:
 - 1. The ability, capacity and skill of the Bidder to perform the Contract or provide the services required.
 - 2. Whether the Bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference.
 - 3. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
 - 4. The quality of performance of previous Contracts or services.
 - 5. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service.
 - 6. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service.
 - 7. The quality, availability, and adaptability of the supplies, or contractual services to the particular use required.

8. The number and scope of the conditions attached to the Bid.

2.13 Acceptance of Bids and its Effect

- A. The acceptance of a Bid will be a notice in writing signed by a duly authorized representative of the Owner, and no other act of the Owner shall be necessary to constitute acceptance of a Bid. The acceptance of a Bid shall bind the successful Bidder to execute the required Contract.

2.14 Time for Executing Contract and Damages for Failure to Execute

- A. Any Bidder whose Bid is accepted shall be required to execute the Contract and furnish Performance Bond required under Part 2.15 hereof, within 3 days after notice that the Contract has been awarded to him/her. Failure to do so shall constitute a breach of the Agreement affected by the acceptance of the Bid.
- B. The damages to the Owner for such breach will include loss from interference with his/her flood recovery program and other items whose accurate amount will be difficult or impossible to compute. The amount of the Bidder's check or bond accompanying the Bid for such Bidder shall be retained by the Owner as liquidated damages for such breach.
- C. The City Council shall be authorized, the same as if the bond or bid contained an expressed stipulation to that effect, to cause such work to be done, or complete the work, or contract with some other contractor to do or complete the necessary work and to charge against the Bond the difference between actual cost to the City of such improvements and the sum which it would cost if the defaulting Bidder complied with their Bid.

2.15 Performance Bond

- A. The successful Bidder shall within the time fixed by the City Council for executing the Contract, file with the City Clerk, a Performance Bond in a sum equal to the full amount of the Contract. Such Performance Bond shall be executed by the Bidder or Contractor as principal and a surety company, authorized to do business in the State of North Dakota and in a form satisfactory to the City Attorney of the City of Minot.
- B. The Performance Bond shall be made payable to the City, and shall be conditioned that he/she will faithfully perform the work bid for in accordance with the terms of and within the time provided for in such Contract, and pursuant to the Contract Documents and Bid for such work on file in the City Clerk's Office and pay for all labor and materials used in such work, all taxes of any nature, Workmen's Compensation charges, and all other obligations arising out of his/her performance of the Contract. In case of default on the

part of the Bidder or Contractor to perform such work as provided in the Contract, the sum named in the bond shall be taken and held to be fixed and liquidated damages in favor of the City and full amount thereof may be recovered from said Bidder and his/her sureties in an action by the City against them on said bond.

- C. If the City Council shall at any time deem the bond of a Contractor insufficient either in the form or as to sureties, it may require the Contractor to furnish a new bond to be approved by the City Council within such reasonable time as the Council may fix.
- D. If the Contractor shall fail to furnish such new bond within the required time after notice for him/her to do so, his/her Contract may be cancelled and in that event the Contractor's Bond shall be liable the same as if the Contractor had failed to perform his/her Contract.

2.16 Protest

- A. Any actual or prospective Bidder who is allegedly involved with this Request for Bids or award of the resultant contracts may protest. The protest must be submitted in writing to the Program Administrator within 3 working days after such aggrieved person knows of, or should have known of the facts giving rise thereto. If the protest is not resolved by mutual agreement, the City of Minot will promptly issue a decision in writing to the protesting party. The City of Minot has the authority to render the final determination regarding the protest. Any determination rendered by the City of Minot will be final. All protests must be made in writing and contain the following information:
 - 1. Name, address, and telephone number of the protestor.
 - 2. Identification of the solicitation or project number, date, and time.
 - 3. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
 - 4. Identification of the issue(s) to be resolved and statement of what relief is requested.
 - 5. Arguments and authorities in support of the protest.
 - 6. A statement that copies of the protest have been mailed or delivered to all interested parties in the solicitation process.

PART 3: CONTENTS OF BID PACKAGE

3.01 The Bid Package consists of the following:

- A. Bid Form and the following Attachments:
 - 1. Attachment A – Subcontracting Workforce
 - 2. Attachment B – Nepotism Statement
 - 3. Attachment C – Non-Collusion Statement
 - 4. Attachment D – Contractor Certificate of Non-Segregated Facilities

5. Attachment E – Contractor's HUD Section 3 Plan

B. Bid Bond Form with Power of Attorney

C. Additional Documentation, including:

1. Proof of Worker's Compensation Insurance
2. Current North Dakota Contractor's License
3. Current North Dakota Waste Hauler's Permit (MSW)
4. Hazardous Waste Disposal Plan

3.02 Instructions for Completing Bid Package

A. General – The Bid Package must include all items listed in Part 3.01 and should be submitted with documents arranged in the order as shown in Part 3.01.

B. Bid Form – The Bid Form must be fully completed and include Attachments A-E.

1. Estimated Quantities. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work, and (b) for the purpose of comparing the Bids submitted for the Work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for the work will be in accordance with the appropriate category of work per unit price as listed in the Bid Form.
2. Disposal Fees. Demolition debris shall be hauled to the City of Minot Landfill or the Waste Management Landfill in Sawyer and will be subject to a disposal fee. Other types of waste, including but not limited to HHW, HTW, E-waste, ACM, etc. must be hauled to an appropriately permitted facility, such as McDaniel Landfill or other approved facility. All disposal fees will be paid for by the Contractor and included in the Contractor's bid price.
3. Subcontracting Workforce: Bidders must complete Attachment A – Subconsulting Workforce and return it with the Bid Package.
4. Nepotism Statement: Bidders must execute Attachment B – Nepotism Statement and return it with the Bid Package.
5. Non-Collusion Statement: Bidders must execute Attachment C – Non-Collusion Statement and return it with the Bid Package.
6. Contractor Certificate of Non-Segregated Facilities: Bidders must execute Attachment D – Contractor Certificate of Non-Segregated Facilities and return it with the Bid Package.
7. Contractor's HUD Section 3 Plan: Bidders must execute Attachment E – Contractor's HUD Section 3 Plan and return it with the Bid Package. If the Bid is selected for award, Tables A and B (included in Section 00 73 00) shall be completed and submitted to the Program Administrator.

C. Bid Bond

1. Bidders must submit a Bid Bond or Cashier's Check in the amount of 5% of the bid made payable to the City of Minot, North Dakota. The Bid Bond must be submitted with Power of Attorney.
2. The Bid Bond or Cashier's Check will be returned to the respective Bidders within 10 days after the Contract is awarded.

D. Additional Documentation

1. Workers' Compensation Insurance: Bidders must submit proof of Workers' Compensation Insurance and Employer's Liability Insurance.
2. North Dakota Contractor's License: Bidders must submit a copy of their current applicable North Dakota Contractor's License.
3. North Dakota Waste Haulers Permit: Bidders must submit a copy of their current North Dakota Waste Hauler's Permit (MSW).
4. Hazardous Waste Disposal Plan: Bidders must submit their Hazardous Waste Disposal Plan.

PART 4 DELIVERY OF BIDS

4.01 Delivery of Bids

- A. Fully completed Bid Forms and additional required documentation must be placed in a sealed envelope. The envelope shall be plainly marked:

"PROJECT 3755 – STRUCTURE DEMOLITION AND SITE RESTORATION"

- B. Bids may be mailed to:

City of Minot Finance Department
P.O. Box 5006
Minot, North Dakota 58702

Bids may be delivered to:

City Clerk
515 2nd Avenue SW
Minot, North Dakota 58701

- C. No Bids will be received after the time set for opening them.

END OF SECTION



SECTION 00 41 00

BID FORM
for
Structure Demolition and Site Restoration
City of Minot, ND

Bidder's Full Legal Name (Business Entity or Individual) Name or Names, if Joint Venture	
Trade Name (if Applicable)	
Address	
City, State, Zip	
Telephone	
ND Contractors License Number	
Classification(s)	
ND Waste Hauler's Permit No. (MSW)	

THIS BID IS SUBMITTED TO:
City of Minot Finance Department
PO Box 5006, Minot North Dakota, 58702
or delivered to:
City Clerk at 515 2nd Ave SW, Minot, ND, 58701

GENERAL STATEMENTS

1. The Bidder understands that he/she is bidding on a Contract funded with Federal dollars and administered by the City of Minot, ND. The Bidder understands that debarment by either the City of Minot or the Federal government will make him/her ineligible.
2. The Bidder understands that all work must be completed in accordance with CDBG program requirements, including Section 3.
3. Bidder hereby certifies that work performed will meet or exceed Federal, State, and local regulations. Proposer understands that failure to meet or exceed applicable codes, standards, and specifications may result in debarment from future federally funded construction contracts.
4. The Bidder identified above, in compliance with your Advertisement for Bids, having examined the Bidding Documents being familiar with all of the conditions surrounding the proposed project, including the availability of supervision, materials and labor, hereby proposes to furnish



all supervision, labor, materials, equipment and supplies and to complete the project in accordance with the Contract Documents, within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

5. Bidder hereby agrees to commence work under this contract within 48 hours of the date to be specified in the written "Notice to Proceed" from the Owner and to fully complete the work specified in the Contract Documents before September 15th, 2013. The Contract may be extended for one optional period for an additional two (2) months. Exercising the option to extend the Contract shall be based on the need for continuing demolition and debris removal and must be put in writing between the Owner and the Contractor. The total duration of the Contract, including the option period, shall not exceed six (6) months.
6. Bidder understands that at least 10% of project funds will be retained for 30 days pending completion of the Final Inspection and Verification. Failure to complete punch list items or warranty work during this time will result in forfeiture of the 10% retainage.
7. Bidder accepts all of the terms and conditions of the Bidding Documents. Bidder will sign the Agreement and submit the required Bonds and other documents required by the Bidding Documents within the specified timelines.
8. In submitting this Bid, Bidder makes all representations required by the Information for Bidders and Contract Documents and further warrants and represents that the Bidder has examined copies of all the Bid Documents, the Information for Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

9. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included with the Bidding Documents to perform all Work, including the assumption of all obligations, duties, and responsibilities necessary to the successful completion of the Contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the Work; tools, equipment, supplies, transportation, facilities, labor, superintendence, and services required to perform the Work; and Bonds, insurance and submittals; all as indicated or specified in the Bidding Documents.

REPRESENTATIONS, WARRANTIES, AND CERTIFICATIONS

10. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and other Bidding Documents, and further warrants and represents that:
 - (a) Bidder has familiarized himself with the Work required by the Bidding Documents, the locale where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work, and having satisfied himself of the expense and difficulties attending performance of the Work.



- (b) Bidder has given the Program Administrator written notice of the Bidding Documents requirements that might restrict competition or be ambiguous and the written resolution thereof by Program Administrator is acceptable to Bidder.
 - (c) Bidder has given Program Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the Bidding Documents and the written resolution thereof by PROGRAM ADMINISTRATOR is acceptable to Bidder.
 - (d) This Bid is genuine and not made in the interest of 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 himself any advantage over any other Bidder or over Owner.
 - (e) Bidder employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Bidder whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for Bidder.
 - (f) No part of the contract price received by Bidder was paid or will be paid to any persons, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with construction of the public building or project were in the regular course of their duties for Bidder.
 - (g) Neither Bidder nor any member of his company has divulged information regarding said Bid or any data relative thereto to any other person, firm or corporation.
 - (h) Neither the Bidder nor any of its proposed Subcontractors at any tier is on the List of Parties Excluded from Federal Procurement of Non-Procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, 'Debarment and Suspension', as set for the at 2 CFR Part 2424 and 24 CFR Part 24.
 - (i) All statements contained in said Bid are true and correct.
 - (j) Bidder will use the Subcontractors listed in Attachment A of this Bid Form in performing the Work, and will use no other Subcontractors without the prior approval of the Program Administrator.
 - (k) The Bidder agrees that the Work shall be completed before September 15, 2013 as stipulated in the Bidding Documents. A Bid Bond with Power of Attorney or a cashier's check in the amount of 5% of the Bid is attached and made a part of this Bid.
11. Bidder agrees to complete the Work for the Unit Prices included in the attached Bid Schedule. Bidder understands that all quantities shown in the Bid Schedule are to be used only (a) as a basis for estimating the probable cost of the Work, and (b) for the purpose of comparing the Bids submitted for the Work. The actual quantities of Work done and materials furnished under unit price items may differ from the estimated quantities.



EXECUTION, DECLARATION OF AUTHORIZATION AND ACCURACY

12. Pursuant to 28 U.S.C. §1746, I declare under the penalty of perjury that I am authorized to submit the foregoing Bid on behalf of the identified Bidder (if the Bidder is a corporate or other business entity) or on my own behalf (if the Bidder is an individual), and the information presented in the foregoing Bid Form is true and correct.

Executed on this the ____ day of _____, 2013.

Signature of Individual or Representative	
Printed Name of Individual or Representative	
Title, if Person Executing is a Representative	

END OF SECTION



**CITY OF MINOT, ND
BID SCHEDULE**

PROJECT NO. 3755 – STRUCTURE DEMOLITION AND SITE RESTORATION

ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED
			CATEGORY A - C&D STRUCTURES			CATEGORY B - RACM STRUCTURES		
00001	Main Structure Removal (0 – 499 sf), 1 Story, Basement, Including Attached and Detached Structures	EACH	1	\$	\$	0	NA	NA
00002	Main Structure Removal (500 – 999 sf), 1 Story, Basement, Including Attached and Detached Structures	EACH	7	\$	\$	0	NA	NA
00003	Main Structure Removal (500 – 999 sf), 1 Story, No Basement, Including Attached and Detached Structures	EACH	2	\$	\$	0	NA	NA
00004	Main Structure Removal (500 – 999 sf), 2 Story, Basement, Including Attached and Detached Structures	EACH	4	\$	\$	0	NA	NA
00005	Main Structure Removal (1000 – 1499 sf), 1 Story, Basement, Including Attached and Detached Structures	EACH	12	\$	\$	1	\$	\$
00006	Main Structure Removal (1000 – 1499 sf), 1 Story, No Basement, Including Attached and	EACH	1	\$	\$	0	NA	NA



ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED
			CATEGORY A - C&D STRUCTURES			CATEGORY B - RACM STRUCTURES		
	Detached Structures							
00007	Main Structure Removal (1000 – 1499 sf), 2 Story, No Basement, Including Attached and Detached Structures	EACH	2	\$	\$	1	\$	\$
00008	Main Structure Removal (1000 – 1499 sf), 2 Story, Basement, Including Attached and Detached Structures	EACH	13	\$	\$	0	NA	NA
00009	Main Structure Removal (1500 – 1999 sf), 1 Story, Basement, Including Attached and Detached Structures	EACH	7	\$	\$	0	NA	NA
00010	Main Structure Removal (1500 – 1999 sf), 2 Story, Basement, Including Attached and Detached Structures	EACH	9	\$	\$	0	NA	NA
00011	Main Structure Removal (2000 – 2499 sf), 1 Story, Basement, Including Attached and Detached Structures	EACH	2	\$	\$	0	NA	NA



ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED
			CATEGORY A - C&D STRUCTURES			CATEGORY B - RACM STRUCTURES		
00012	Main Structure Removal (2000 – 2499 sf), 1 Story, No Basement, Including Attached and Detached Structures	EACH	1	\$	\$	0	NA	NA
00013	Main Structure Removal (2000 – 2499 sf), 2 Story, Basement, Including Attached and Detached Structures	EACH	1	\$	\$	0	NA	NA
00014	Main Structure Removal (2500-2999 sf), 2 Story, Basement, Including Attached and Detached Structures	EACH	1	\$	\$	0	NA	NA
00015	Main Structure Removal (3000-3499 sf), 2 Story, Basement, Including Attached and Detached Structures	EACH	1	\$	\$	0	NA	NA
00016	Main Structure Removal (3500 – 3999 sf), 2 Story, Basement, Including Attached and Detached Structures	EACH	1	\$	\$	0	NA	NA
00017	Main Structure Removal (4000 – 4999 sf), 2 Story, Basement, Including Attached and Detached Structures	EACH	1	\$	\$	0	NA	NA



ITEM	DESCRIPTION	UNITS	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED
			CATEGORY A - C&D STRUCTURES			CATEGORY B - RACM STRUCTURES		
00018	Main Structure Removal (5000 – 5999 sf), 2 Story, No Basement, Including Attached and Detached Structures	EACH	1	\$	\$	0	NA	NA
		Total Sites	55	Subtotal Item A	\$	2	Subtotal Item B	\$
							Total Items A & B	\$

Contractor: _____

Date: _____

Sign: _____



PROJECT NO. 3755 – STRUCTURE DEMOLITION AND SITE RESTORATION

CATEGORY C – SUPPLEMENTAL BID ITEMS

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED
00019	Temporary Fencing	LF	500	\$	\$
00020	Asbestos Abatement - Floor Material	SF	5,000	\$	\$
00021	Asbestos Abatement - Roofing Material	SF	15,000	\$	\$
00022	Asbestos Abatement -Ceiling Material	SF	5,000	\$	\$
00023	Asbestos Abatement -Wall Material	SF	2,000	\$	\$
00024	Asbestos Abatement - Misc Duct Insulation	SF	2,000	\$	\$
00025	Asbestos Abatement - Misc Insulation Jacket	EACH	10	\$	\$
00026	Asbestos Abatement - Flue Pipe	LF	10	\$	\$
00027	Asbestos Abatement - Electrical Wiring	LF	1,000	\$	\$
00028	Asbestos Abatement-Transite Siding	SF	5,000	\$	\$
00029	Asbestos Abatement-Caulking and Window Glaze	Per Window	25	\$	\$
00030	Removal and Backfill of Basements	CY	1,400	\$	\$
00031	White Goods	EACH	75	\$	\$
00032	Household Hazardous Waste (HHW)	LB	5,000	\$	\$
00033	Hazardous and Toxic Wastes (HTW)	LB	2,000	\$	\$
00034	Freon Recovery	EACH	75	\$	\$
00035	Sewer and Water Disconnect	EACH	100	\$	\$



ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED
00036	Petroleum Products.	LB	200	\$	\$
00037	Small Gasoline Motorized Equipment	EACH	50	\$	\$
00038	Tires	EACH	10	\$	\$
00039	E-Waste	EACH	200	\$	\$
00040	Slab Removal (0 to 499 square foot)	EACH	1	\$	\$
00041	Slab Removal (500 to 999 square foot)	EACH	1	\$	\$
00042	Slab Removal (1,000 to 1,499 square foot)	EACH	1	\$	\$
00043	Slab Removal (1,500 to 1,999 square foot)	EACH	1	\$	\$
00044	Slab Removal (2,000 to 2,499 square foot)	EACH	1	\$	\$
00045	Slab Removal (2,500 to 2,999 square foot)	EACH	1	\$	\$
00046	Slab Removal (3,000 to 3,999 square foot)	EACH	1	\$	\$
00047	Slab Removal (Over 4,000 square foot)	EACH	1	\$	\$
00				Subtotal Item C	\$
	TOTAL BID PRICE FOR CATEGORIES A, B, AND C		\$		



ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED
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Contractor: _____

Date: _____

_____ Contractor Name

_____ Contractor Name

ATTACHMENT A – SUBCONTRACTING WORKFORCE: Bidders are required to list all Subcontractors, Vendors, and Suppliers anticipated to be used in the Work for this Project. Include approximate percentages of subcontracted work for subcontractors designated as WBE or MBE. Percentage of Work value and total cannot exceed 100%. (Use additional sheets if necessary)

SUBCONTRACTOR/VENDOR/ SUPPLIERS	ADDRESS OF BUSINESS OR OWNER	TYPE OF WORK	TOTAL % OF WORK	WBE %	MBE%

**ATTACHMENT B
NEPOTISM STATEMENT**

**FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE
PROGRAM ADMINISTRATOR DEEMING YOUR BID "NON-RESPONSIVE."**

The Bidder or any officer, if the Bidder is other than an individual, shall state whether Bidder has a relationship, either by blood or marriage, with any official or employee of the City of Minot by completing the following:

If the Bidder is an individual:

_____ I am not related by blood or marriage to any official or employee of the City of Minot.

_____ I am related by blood or marriage to the following official(s) or employee(s)
of the City of Minot.

Name and title of City Official

Or employee: _____

Relationship: _____

If the Bidder is **NOT** an individual:

_____ The officers of the company submitting this Bid or proposal are not related by blood or marriage to any official or employee of the City of Minot.

_____ The officers of the company submitting this Bid are related by blood or marriage to the following official(s) or employee(s) of the City of Minot.

Name and title of officer: _____

Employee and title of City Official or Employee: _____

Relationship: _____



ATTACHMENT E
CONTRACTOR'S HUD SECTION 3 PLAN

(Required if contract exceeds \$100,000)

Section 3 Plan Format

_____ (Name of contractor) agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Minot, North Dakota.

- A. To ascertain from the locality's CDBG-DR program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing this Affirmative Action Plan.
- B. To attempt to recruit from within the City the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, placing notices with the Minot Housing Authority, and community organizations and public or private institutions operating within or serving the project area.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 Plan in all subcontractor documents, and to require all subcontractors to submit a Section 3 Plan, including utilization goals and the specific steps planned to accomplish these goals.
- E. To formally contact unions, subcontractors, and trade associations to secure their cooperation for this program.
- F. To ensure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- G. To maintain records, including copies of correspondence, memoranda, etc. which document that all of the above affirmative action steps have been taken. Loans, grants, contracts, and subsidies for less than \$100,000 will be exempt.
- H. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- I. To list on Table A information related to subcontracts to be awarded.
- J. To list on Table B all projected workforce needs for all phases of this project by occupation, trade, skill level, and number of positions.

City of Minot

As officers and representatives of _____ (Name of Contractor/Subcontractor), we the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

Title _____

Date _____

Signature _____

Title _____

Date _____

Signature

Title _____

Date _____

Signature _____

Title _____

Date _____

**ATTACHMENT C
NON-COLLUSION STATEMENT**

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS BID IN COLLUSION WITH ANY OTHER BIDDER, AND THAT THE CONTENTS OF THIS BID AS TO PRICES, TERMS OR CONDITIONS OF SAID BID HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS BID.

CONTRACTOR _____

ADDRESS _____

PHONE _____

FAX _____

BIDDER (SIGNATURE) _____

BIDDER (PRINTED NAME) _____

POSITION WITH COMPANY _____

**SIGNATURE OF COMPANY OFFICIAL
AUTHORIZING THIS BID** _____

**COMPANY OFFICIAL
(PRINTED NAME)** _____

OFFICIAL POSITION _____

**ATTACHMENT D
CONTRACTOR CERTIFICATION
OF
NON-SEGREGATED FACILITIES**

Name of Contractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) A written Section 3 Plan was prepared and submitted as part of the bid proceedings.
- (c) Tables A and B of Section 3 will be prepared and submitted upon receipt of the Award of Contract.
- (d) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name & Title of Signer (Print or Type)

Signature

Date

BID BOND

THE STATE OF NORTH DAKOTA

SURETY'S NO. _____

KNOWN ALL MEN BY THESE PRESENT, THAT _____
_____ of the City of _____
_____, County of _____, and State of _____ as Principal,
and _____, as Surety,

Are held and firmly bound unto the City of Minot, North Dakota, a home rule municipal corporation of Ward County, North Dakota, as Obligee, in the amount of:

_____ (written amount);
(\$ _____),

DOLLARS for payment whereof the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee for:

_____.

NOW, THEREFORE, the condition of the obligation is such that if the Principal shall faithfully enter into such written contract, then this Bid Bond shall be void; otherwise this Bid Bond shall remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

PROVIDED, further that if any legal action is filed upon this Bond, venue shall lie in Ward County, State of North Dakota.

IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This _____ day of _____ 2013

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney



SECTION 00 53 00

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2013, by and between the City of Minot, a municipal corporation in the County of Ward and the State of North Dakota, hereinafter referred to as the CITY; and, _____ hereinafter referred to as the CONTRACTOR, WITNESSETH:

THAT WHEREAS, the City Council of the City of Minot called for bids for:

PROJECT # 3755 – STRUCTURE DEMOLITION AND SITE RESTORATION

WHEREAS, the City of Minot purchased properties that were inundated during the 2011 Souris River Flood, and such properties were purchased with State of North Dakota funds and Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funds.

WHEREAS, the City of Minot intends to demolish and dispose of the structures on these properties, and restore the sites in accordance with HUD regulatory requirements.

WHEREAS, the City of Minot has conducted a competitive sealed bids process to select a contractor to conduct the demolition and site restoration work.

WHEREAS, on the ____ day of _____, ____, the City Council, being in session, did determine that _____ was the lowest responsible bidder for the work herein specified and the City Council authorized and directed the Mayor and the City Clerk of the City of Minot to enter into a contract with the CONTRACTOR for the completion of such work.

NOW, THEREFORE, the CONTRACTOR, in consideration of the premises and the agreements of the CITY, hereinafter set forth, does hereby agree to complete the work herein specified in accordance with the Contract Documents duly approved by the City Council and on file in the office of the City Clerk of the City of Minot, a copy of which the CONTRACTOR acknowledges to having received, and to complete such work herein provided in accordance also with its Bid and offer, which is as follows, to wit:

The CONTRACTOR further agrees to complete said work under the direction and supervision and subject to the approval of the City Program Administrator, or Program Administrator in charge of the project if consulting Program Administrators have been retained for this project.

The CONTRACTOR further agrees that the City Council of the City of Minot does hereby reserve the right, in case of improper work under this contract, to suspend work thereon at any time, and to re-let said Contract or to order rework of said work or any part thereof improperly done, and that any additional cost occasioned thereby shall be deducted from the amount that would otherwise have been due to the CONTRACTOR under his said Contract herein, and shall be charged against him. The CONTRACTOR further agrees that the work shall be completed no later than September 15, 2013 or any time extensions granted.

It is further understood and agreed by and between the CITY and the CONTRACTOR that the said Contract



Documents herein referred to on file in the office of the City Clerk of the City of Minot, shall be considered to be and are hereby made a part of the Contract as fully and completely as though written herein at length and the CONTRACTOR acknowledges that he is fully informed as to the contents of the said Contract Documents herein referred to.

Final acceptance shall be deemed to be the date on which the City Council approves final payment.

It is further understood and agreed that upon the CONTRACTOR performing the work designated in this Contract, within the time therein provided, that the City Council of the City of Minot will from time to time, at its discretion, as the work progresses, pay to the CONTRACTOR upon the estimates made by the City Program Administrator of the amount already earned under this Contract on the said work, ninety percent (90%) of the amount shown by such estimate to have been earned in current funds from the _____ and upon the full completion, and the approval of the same by the City Program Administrator of the City of Minot, and the City Manager, the CITY will pay the balance due therefore at the prices set forth in the Bid Schedule, hereinbefore recited in the manner hereinbefore set forth.

It is further understood and agreed that all of the work under this Contract shall be paid for only in current funds from the funds above mentioned, and the CITY shall in no case be liable on this or any other Contract for the completion of such work for any sum whatsoever to be paid by money raised by general taxation and that the CITY assumes and incurs no general liability under this contract.

The CONTRACTOR further undertakes and agrees that he will protect, indemnify and save harmless the CITY from any and all damages and liability whatsoever, on account of any accident or injury which may occur or be caused directly or indirectly to any one on account of the completion of said work by CONTRACTOR or by any excavations or obstructions which may be placed in the project area by the CONTRACTOR in connection with the work or otherwise. The CONTRACTOR further agrees to pay all taxes applicable to this work hereunder, keep all employees fully covered by Workers' Compensation Insurance, and pay all premiums promptly when due.

IN WITNESS WHEREOF, the CITY has caused this Contract to be executed by the Mayor in its name and countersigned and attested to by its City Clerk, and its corporate seal to be hereunto affixed, and the CONTRACTOR has hereunto caused this Contract to be executed by its officers thereunto duly authorized.

CITY OF MINOT

(Corporate Seal)

ATTEST:

Curt Zimbelman, Mayor

Katy Solar, City Clerk

(Corporate Seal)

ATTEST:

BY _____
Its _____

Its _____

- C. Automobile and Truck Public Liability, Bodily Injury, and Property Damage: Injury of one or more persons, and/or property damage:

1. Per Accident \$1,000,000.00

PART 6 PERMITS

- 6.01 All permits and licenses necessary for the execution of the work, as specified, shall be secured and paid for by the Contractor. The Contractor shall be responsible for determining what licenses and permits are necessary to perform under the contract. Copies of all permits shall be submitted to the Engineer prior to commencement of work under any and all Work Orders. The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any Subcontractor's actions or operations during the performance of the contract. Corrections for any such violations shall be at no additional cost to the Owner.

PART 7 LAWS TO BE OBSERVED

- 7.01 The Contractor is responsible for complying with all Federal, State, and local laws, ordinances, rules and regulations governing the performance of the work required by these Contract Documents.
- 7.02 The Contractor is responsible for payments of all fees, licenses, certifications, forms and related costs for compliance with all applicable regulations. Copies of all permits, licenses, certification, and accreditations must be provided to the Engineer prior to the start of work.

PART 8 INDEMNITY

- 8.01 The Contractor shall indemnify and save harmless the Owner, its elected officials, agencies, boards and commissions, employees, representatives, Engineer, servants and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Contractor, its employees, representatives, and/or Sub-Contractors in the performance of work under this contract and further from claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by such regulatory authorities.

PART 9 PROTECTION OF WORK

- 9.01 The Contractor shall, at their own expense, erect and maintain adequate signing, barricades, and warning lights and take all necessary precautions for the protection of the work and the safety of the public.
- A. All barricades and obstructions shall be protected at night by signal lights which shall be lighted from sunset to sunrise.
- B. The name and telephone number of the Contractor shall appear on all barricades set by them.
- 9.02 The Contractor will, at all times until its completion and final acceptance, protect their work, apparatus and material from accidental or other damage and shall make good any damages thus occurring, at their own expense.

PART 10 PROTECTION OF EXISTING UTILITIES

- 10.01 The Contractor shall locate, with the aid of a City Inspector, all utilities before execution of the work at any site.
- 10.02 Damage to utilities not specified for capping or removal as part of the execution of the work shall be repaired by the Contractor at their expense.

PART 11 PUBLIC SAFETY AND CONVENIENCE

- 11.01 The Contractor shall at all times so conduct their work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Engineer.
- 11.02 No road or street shall be closed to the public except with the permission of the Engineer.
- 11.03 Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times.
- 11.04 Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, storm sewer inlets, and drainage ditches, which shall not be obstructed except as approved by the Engineer.

PART 12 ACCIDENTS

- 12.01 The Contractor shall provide, at each site, such equipment and medical facilities as are necessary to supply first-aid service to anyone who may be injured in connection with the work.
- 12.02 The Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the work; which caused death, personal injury, or property damages, giving full details and statements of witnesses. If death, serious injuries, or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Engineer and the Owner.

PART 13 ASSIGNMENT OF CONTRACT

- 13.01 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of their right, title or interest therein, or their obligation there under, without written consent of the Owner.

PART 14 SUBCONTRACTS

- 14.01 The Contractor shall submit, in writing to the Owner for approval of the Engineer, the names of any Subcontractors proposed for the work with their Bid. Subcontractors may not be changed except at the request or with the approval of the Engineer.
- 14.02 The Contractor shall remain responsible to the Owner for the acts and omissions of their Subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any Subcontractor and the Owner. The Contractor shall bind every Subcontractor by the terms of the Contract Documents.

PART 15 RIGHTS OF VARIOUS INTERESTS

- 15.01 Wherever work being done by the Owner's employees or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

PART 16 CONTRACTOR'S RESPONSIBILITY

- 16.01 The Contractor shall execute the work and provide all labor, materials, and equipment needed for the conduct of the work in strict conformance with the Contract Documents. The Contractor shall provide sufficient management, administration, supervision, and safety and quality controls to assure the safety, quality, completeness, and timely progress of the work. The Contractor is cautioned to provide its own personnel to provide the above functions and not the personnel of its Subcontractors. The Prime Contractor is limited to two tiers of Subcontractors below its company.
- 16.02 The Contractor shall have the financial ability to fund the project and pay Subcontractors and suppliers on a timely basis until such time that the Contractor receives payment from the Owner.
- 16.03 The Contractor shall have charge of and be responsible for the work under this Contract until the completion, and any imperfect or unfaithful work which may be discovered any time before the final acceptance of work embraced in this Contract shall be corrected immediately upon request of the Owner or Engineer.
- 16.04 The Contractor shall provide and pay for all materials, labor, mechanics for labor, tools, equipment, equipment rental, water, light, power, transportation, superintendents, temporary construction of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time. The Contractor shall provide all labor and materials to fully operate and maintain all equipment required to execute, complete, and deliver the work within the specified time.
- 16.05 The Contractor shall maintain a work force on site each workday, except during inclement weather, during the Contract period until the project is completed. Any work days not worked will be taken into account on any Request for Extension of Time for Completion and/or assessment of liquidated damages.
- 16.06 The Contractor shall proceed at a rate that will result in completing the work in a timely manner. Not providing stable crew counts after mobilization can be grounds for default.
- 16.07 The Contractor shall not move from one site to another site without prior approval from the Engineer.
- 16.08 The Contractor shall work during daylight hours, for a maximum of 12 hours per day, Monday through Saturday or as directed by the Engineer in coordination with the Owner.
- 16.09 The Contractor shall only conduct debris removal, transportation, and disposal activities from 8:00 am to 4:00 pm on Monday thru Friday and from 8:00 am to 12:00 pm on Saturday, as these are the hours which the City of Minot's landfill operates.
- 16.10 The Contractor shall provide a qualified superintendent for each work site during the execution of the work at that site. The superintendent will be acceptable to the Engineer, and shall be

maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. The superintendent shall be responsible for implementing the Contractors Safety Plan. The Contractor shall remove from the project any superintendent unsatisfactory to the Engineer.

- 16.11 The Contractor shall submit an organization chart within five days of receipt of Notice of Award. The Organization Chart shall illustrate the Contractor's organization with names, roles, and responsibilities.
- 16.12 The Contractor shall, when requested by the Engineer, dismiss any foreman or workman employed by the Contractor, who in the opinion of the Engineer, does not perform their work in a skillful manner, or appears to be incompetent or incorrigible, and such persons shall not again be permitted to return to the work without the written consent of the Engineer.
- 16.13 The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract
- 16.14 The Contractor is solely responsible for compliance with all local, state, and federal regulations regarding health and safety, including, but not limited to: OSHA, EPA, DOTD, and other applicable requirements.
- 16.15 The Contractor will conduct the work so as not to interfere with other disaster response and recovery activities of federal, state, and local governments or agencies or any public utilities.
- 16.16 The Contractor shall notify the Engineer by 2:00 PM each day of the number of crews that will be working the following day for the purpose of scheduling Owner personnel assigned to Contractor's crews.
- 16.17 The Contractor shall plan the work to minimize the impact on the neighborhood.
- 16.18 The Contractor shall confine all operations, including storage of equipment and materials, to areas approved by the Owner. Any land and access thereto that may be required for temporary facilities or for storage of equipment and/or materials shall be provided by the Contractor with no liability to the Owner.
- 16.19 The Contractor shall, at their own expense, protect by falsework, braces, shoring or other effective means, all buildings, walls, fences, and other property along their line of work or affected directly by their work, against all damage and shall repair or repay the injured owners for such damage.
- 16.20 The Contractor shall exercise due care to minimize any damages to trees and general property. Any damage to private or public property shall be repaired at the CONTRACTOR's expense.
- 16.21 The Contractor shall repair any damage caused by the CONTRACTOR in a timely manner. All damage repairs shall be made to the satisfaction of the ENGINEER. All repairs to public property shall be made in accordance with the Owner's standards. If the Owner's standard does not exist, ENGINEER will establish, with the Owner, standards for repairs.
- 16.22 The Contractor shall respond to damage claims within three (3) days upon receipt of same and shall settle valid claims within ten (10) days. Owner shall have final authority over damage

assessment and dispute resolution. Payment to the Contractor may be withheld if repairs are not made within 10 days of notification of property damage.

- 16.23 The Contractor must keep all streets, alleys, and sidewalks as free from material and debris as the character of the Work will permit. The Contractor shall remove from the streets, by sweeping or other method, all dirt, mud, nails, glass and debris resulting from its operations.
- 16.24 The Contractor shall remove and replace existing signs of any type that interfere with the work at no cost to the Owner, unless otherwise noted.
- 16.25 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall prepare and submit a Traffic Control Plan to the Engineer at least three (3) days prior to commencement of the work. The City of Minot Traffic Division may be available to the Contractor to determine signing requirements. However, any assistance provided by the Traffic Division shall in no way relieve the Contractor of their responsibility to provide proper traffic control pursuant to the Manual on Uniform Traffic Control Devices, part VI, US Department of Transportation, Federal Highway Administration, 2003, as revised or as adopted.
- 16.26 The Contractor shall provide for all required traffic control devices. All equipment and devices must be in place before any work commences in the area affected by the Traffic Control Plan.
- 16.27 Upon termination or completion of this Contract, the Contractor shall vacate and remove, or cause to be vacated or removed, all property belonging to Contractor, any Subcontractor, agent or employee. The Owner will deem any property not removed as abandoned and any cost incurred by the Owner in disposal of same shall be withheld from any final payment due.

PART 17 ENGINEER'S RESPONSIBILITY AND AUTHORITY

- 17.01 The Engineer will require, on the Owner's behalf, that the work be performed by the Contractor in accordance with the Contract Documents.
- 17.02 The Engineer shall also have authority, on behalf of the Owner, to require the proper prosecution of the work to the extent that the forces of labor may be increased or decreased by his order to insure the execution of the Contract in the time and manner prescribed.
- 17.03 The Engineer shall, within a reasonable time after presentation, make decisions in writing on any claims between the Contractor and Owner. The Engineer's decisions shall be regarded as final.

PART 18 MONITORING AND INSPECTION OF WORK

- 18.01 During the progress of the work, it shall be subject to the monitoring and inspection of the Engineer, and the Contractor shall afford every reasonable facility and assistance to the Engineer to make such inspection thorough and intelligent.
- 18.02 The fact that the Engineer, or the Engineer's inspector(s) or monitor(s) are at the work site shall not be taken as an acceptance of the Contractor's work or any part of it. The Contractor shall notify the Engineer upon completion of their work at each site and the work shall be given final inspection and test by the Engineer. If the work is acceptable and complies with the intent of the Contract Documents, the Engineer will recommend that the Owner accept the work at that work site.

- 18.03 Monitors and/or inspectors may be stationed on the work sites to report to the Engineer as to the progress of the work, the manner in which it is being performed, and also to report whenever it appears that work performed by the Contractor fails to fulfill the requirements of the Contract Documents.
- 18.04 The monitor or inspector may direct the attention of the Contractor to such failure or infringement, but such inspection shall not relieve the Contractor from any obligations to execute the work so that it is satisfactory in every particular.
- 18.05 In case of any dispute arising between the monitor or inspector and the Contractor as to the manner of performing the work, the monitor or inspector shall have the authority to suspend the work until the questions and issue can be referred to and decided by the Engineer.
- 18.06 Monitors or inspectors are not authorized to revoke, alter, enlarge, relay, or release any requirements of these Contract Documents, or to issue instructions contrary to the specifications. Monitors or inspectors shall in no case act as management of the work by the Contractor.

PART 19 CONFORMITY WITH CONTRACT DOCUMENTS

- 19.01 Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Engineer, and the work shall be re-executed by the Contractor. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- 19.02 In the event the Engineer finds the work performed not in conformity with the Contract Documents, but that the portion of the work affected will, in his opinion, result in the work having a level of safety, economy, durability, conformance with applicable laws, ordinances, rules and regulations, and workmanship acceptable to the Owner, he will advise the Owner of his determination that the affected work be accepted and remain in place. In this event, the Engineer will document his determination and recommend to the Owner a basis of acceptance which will provide for an adjustment in the contract price for the affected portion of the work. The Engineer's determination and recommended contract price adjustments will be based on good engineering judgment and such tests or retests of the affected work as are, in his opinion, needed.
- 19.03 The acceptance by the Owner of the Engineer's recommendation with respect to the adjustment in the Contract price shall constitute final determination of said adjustment. Thereafter, the changes in contract price shall be covered by contract modifications (change order or supplemental agreement) as applicable.

PART 20 SUSPENSION OF WORK

- 20.01 The Engineer shall have the authority to suspend the work, wholly or in part, for such period or periods, as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for prosecution of work, or failure on the part of the Contractor to carry out the provisions of the Contract Documents. The Contractor shall not suspend operation without the Engineer's permission.

PART 21 OWNER'S RIGHT TO CORRECT DEFICIENCIES

- 21.01 If the Contractor neglects to prosecute the work properly or fails to perform any provision of this Contract, the Owner may, after three (3) days written notice to the Contractor without prejudice

to any other remedy he may have, correct such deficiencies and deduct the cost thereof from the payment then or thereafter due the Contractor.

PART 22 TERMINATION OF CONTRACT

- 22.01 The Owner reserves the right to terminate the Contract without cause at any time.
- 22.02 In the event of default by the Contractor, the Owner shall have the right to terminate the employment of the Contractor after giving seven (7) days written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Engineer certifying cause for such action.
- 22.03 In the event of such termination, the Owner may take possession of the work and of all materials, tools, and equipment thereon and may finish the work by whatever method and means he may select.
- 22.04 In such a case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.
- 22.05 It shall be considered default by the Contractor whenever they shall:
- A. Undergo voluntary or involuntary bankruptcy, become insolvent, or assign his assets for the benefit of his creditor.
 - B. Disregard or violate important provisions of the Contract Documents or Engineer's instructions, or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof.
 - C. Fail to provide qualified superintendents, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.
- 22.06 At the termination of this Contract, or in the case of annulment of the Contract before completion, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of their equipment and supplies from the property of the Owner. Should the Contractor fail to remove such equipment and supplies, the Owner shall have the right to remove them at the Contractor's expense.

PART 23 CHANGES IN THE WORK

- 23.01 The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the Contract.
- 23.02 Compensation and time of completion affected by the changes shall be adjusted at the time of ordering such changes. The value of such changes shall be determined by unit prices named in the Contract.
- 23.03 If any work should be required for which no unit price for the supplying of material or the performance of such work is provided in the proposal, it shall be classified as Extra Work.

- 23.04 For any Extra Work required, the Engineer and the Contractor shall first attempt to negotiate a price by written change order.
- A. The Engineer shall determine any and all quantities of materials necessary to accomplish the Extra Work.
 - B. The Contractor shall provide to the Engineer written quotes from suppliers for the price of materials, an estimate of labor-hours needed to perform the work together with wage and employee benefits information, and an estimate of hours for equipment to be used with rates to be charged for such equipment. The Contractor will be allowed to add 15 Percent to the total cost of the previous items.
 - C. For any Extra Work performed by a Subcontractor with the written authorization of the Engineer, the Contractor will receive an additional allowance for administrative and overhead expense. The additional allowance will be 10 percent of the Subcontractor's quote for the Extra Work.
 - D. When the Engineer and Contractor determine a special service or item of work cannot be performed by the Contractor or authorized Subcontractors, the service or Extra Work item may be performed by a specialist. Invoices for such work may be accepted on the basis of current market price without complete itemization of labor, material, and equipment cost when it is not practicable and not according to the established practice of the special service industry to provide such complete itemization. To compensate the Contractor for administrative and overhead costs, an allowance will be added to the specialty work invoice equal to 10%.
 - E. The Engineer and Contractor shall then negotiate a change order price and the written change order shall be prepared by the Engineer. If the price negotiated and agreed upon exceeds \$10,000 or 10% of the original contract amount, whichever is greater, the change order must be approved by the City Engineer and the City Manager. The City Manager shall notify the City Council regarding the change order within 24 hours of its approval.
 - F. No Extra Work covered by any change order shall be done by the Contractor without a valid change order. However, the Contractor may be allowed to proceed with Extra Work without formal change order approval if, in the opinion of the Engineer, the immediate commencement of the Extra Work will relieve a situation of hazard, or substantial inconvenience to the public. A change order shall be prepared thereafter.
 - G. The Owner has the right to audit the Contractor's record with respect to Extra Work done by change order.
- 23.05 If the Owner and the Contractor cannot agree to a price for Extra Work pursuant to the methods set forth herein, the Owner may finish the Extra Work by whatever method and means he may select. However, the final amount paid for extra work shall not exceed the lowest price offered by the Contractor in the change order process.

PART 24 DEDUCTION FOR UNCORRECTED WORK

- 24.01 If the Engineer deems it inexpedient to correct work not in accordance with the Contract Documents, an equitable deduction from the contract price shall be made therefore.

PART 25 EXTENSION OF CONTRACT TIME

- 25.01 A delay beyond the Contractor's control occasioned by an Act of God, or Act or omission on the part of the Owner or by strikes, lockouts, fire, etc., may entitle the Contractor to an extension of time in which to complete the work as determined by the Engineer; provided, however, that the Contractor shall give written notice to the Engineer within 24 hours of the cause of such delay.
- 25.02 The granting of any extension of contract time shall not be the basis for any claim for extra costs incurred by the Contractor.

PART 26 FINAL ACCEPTANCE OF THE WORK

- 26.01 The Contractor, Engineer, and the Owner's representative shall perform a project walkthrough before any work is considered final and ready for acceptance by the Owner.
- 26.02 Deficiencies in work will be documented by the Engineer or Owner. Once the deficiencies are corrected, the Contractor will notify the Engineer and a final project walkthrough with the Contractor, Engineer, and Owner's representative will be performed. If no other issues are found, the Work shall be considered final.

PART 27 RELEASE OF LIENS

- 27.01 If required, the Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentages or before the final payment is paid. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

PART 28 PROGRESS PAYMENTS

- 28.01 Request for payments shall be made weekly with load tickets, certifications and back up documentation attached. All load tickets must be legible. If the load ticket is illegible, the ticket will be disqualified for payment. The Contractor shall submit with the invoice an electronic spreadsheet. Contractor shall work with Engineer to establish formats to be submitted.
- 28.02 Contractor shall pay all subcontractors in a timely manner. Contractor shall submit with the application for payment, affidavits attesting that all subcontractors have been paid for work performed and accepted. Contractor shall submit to the CDA copies of lien waivers with application for payment.
- 28.03 Progress payments in the amount of 90 Percent of the requests for payment will be made to the Contractor monthly upon approval of the Engineer and the Owner. The Owner may at times reserve and retain out of said payments all sums it may be authorized to reserve or retain.
- 28.04 For each progress payment, an additional \$1,000 shall be retained by the City until it has been determined by the State Commissioner of Labor that no action or fines are pending against the Contractor under the provisions of NDCC 43-07-20.

PART 29 MEASUREMENT OF QUANTITIES

- 29.01 The quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer, or authorized representative, and these measurements shall be final and binding.
- 29.02 All work completed under the Contract shall be measured by the Engineer as provided in the specifications.

PART 30 FINAL PAYMENT

- 30.01 The Engineer will, as soon as practicable after the completion and final acceptance of the Work, make a final estimate of the amount of work done under the Contract. This estimate shall be based on measurements made by the Engineer, and based on unit prices in the Proposal plus all approved additions less all approved deductions and less previous payments made.

PART 31 GUARANTEE

- 31.01 The Contractor guarantees all work constructed under the Contract for a period of one (1) year from the date of final acceptance against defects in workmanship. The Contractor shall bear the entire cost and expense of all repairs which may, from any imperfection in work become necessary within that time.
- 31.02 If at any time within the period of guarantee, any of the work included in the guarantee shall, in the judgment of the Engineer, require any repair or reconstruction, he shall notify the Contractor to make the repairs required. Upon receipt of the notice, the Contractor shall proceed with such repairs and shall complete the same within a reasonable time.
- 31.03 If the Contractor shall neglect or fail to proceed with the repairs within twenty (20) days or if, in the opinion of the Engineer, the repairs do not admit of sufficient delay to issue said notice and to await the action of the Contractor, then the Owner shall have the right to cause such repairs to be made and the cost shall be paid by the Contractor. The liability of the bond given to secure the faithful performance of the Contract shall continue during the full guarantee period.
- 31.04 At the expiration of the guarantee period, the Contractor and their surety shall be released from further obligation under this Contract, providing the Engineer will certify to the Owner that the work performed under this Contract is in good and proper condition at the time.

END OF SECTION

SECTION 00 72 00

GENERAL CONDITIONS

PART 1: DEFINITIONS

1.01 The following are definitions found commonly in the City of Minot Standard Specifications:

- A. Contract Documents. The Contract Documents consist of the following documents: Notice to Bidders, Information for Bidders, General Conditions, Specifications, Appendices, and the Contract, including all additions, deletions and modifications incorporated therein before execution of the Contract.
- B. Owner. The Owner is the City of Minot, North Dakota.
- C. Engineer. The Engineer is the City Engineer of Minot, North Dakota, or his authorized representative.
- D. Contractor. The Contractor is the Contractor named in the Contract.
- E. Bid. The Bid is the offer of a bidder to perform the work described in the Contract Documents when presented and submitted on the prescribed Bid Form, properly signed and guaranteed.
- F. Bid Guaranty. The Bid Guaranty is the bid bond and/or cashier's check that the bidder submits with the Bid as a guaranty that the bidder will enter into a Contract with the Owner for construction of the work, if awarded the Contract.
- G. Contract. The Contract is the agreement covering the performance of the work described in the Contract Documents.
- H. Performance Bond. The Performance Bond is the approved form of security furnished by the Contractor and their Surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.
- I. Written Notice. Written Notice shall be considered as served when delivered in person, sent by registered mail, or by email to the Contractor at the address shown on the Contract or to the Contractor's Superintendent required under Part 16.11 of these General Conditions.
- J. Specifications. Specifications shall mean the legal and procedural documents, General Conditions together with modifications thereof, and the Specification Sections included in the Contract Documents, with all addenda thereto.
- K. Program Administrator: The Program Administrator is as described in Section 00 21 13. The Program Administrator shall have the rights, duties, obligations, and protections set forth in the Contract Documents.

PART 2: NOTICE TO PROCEED

2.01 The mailing or delivery of a copy of the executed Contract to the Contractor or authorized agent constitutes the "Notice to Proceed". The Contractor shall begin and shall prosecute the work

regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such force as to secure the completion of the work within the time stated in the Contract Documents.

PART 3: CONTRACTOR'S UNDERSTANDING

- 3.01 It is understood and agreed that the Contractor has by careful examination satisfied their self as to:
- A. The nature of the work.
 - B. Conformation of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work.
 - C. The General Conditions.
 - D. Local conditions.
 - E. All other matters which can in any way affect the work under this Contract. 2
- 3.02 No verbal agreement with any officer, agent or employee of the Owner, either before or after the execution of the Contract, shall effect or modify any of the terms or obligations herein contained.

PART 4 SPECIFICATIONS

- 4.01 Discrepancies in Specifications. Any discrepancies found between the Specifications and site conditions or any errors or omissions in the Specifications shall be immediately reported to the Engineer, who shall promptly correct such error or omission in writing. Any work done by the Contractor after their discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.
- 4.02 Specifications at the Work Site. One complete set of all Specifications shall be maintained at the work site and shall be available to the Engineer or his representative at all times.

PART 5 INSURANCE

- 5.01 The Contractor shall not commence work under this Contract until they have obtained the insurance required under this paragraph and filed with the City Auditor necessary insurance certificates and such insurance has been approved by the Owner. The Contractor shall not permit any Subcontractor to commence work on their sub-contract until the insurance required of the Subcontractor has been obtained and approved. The Contractor shall provide certification of the following insurance coverages:
- A. Workers' Compensation and Employer's Liability Insurance secured and maintained as required by the State of North Dakota.
 - B. Public Liability, Bodily Injury, and Property Damage: Injury of one or more persons, and/or property damage:
 - 1. Per Accident \$1,000,000.00

SECTION 00 73 00

SUPPLEMENTARY GENERAL CONDITIONS

PART I: RULES AND REGULATIONS SPECIFIC TO CDBG FUNDED PROJECTS

1.01 ***CDBG Compliance Provisions:*** The Structure Demolition and Site Restoration Agreement will be subject to the following laws, rules and regulations, as the same may be amended from time to time.

A. Provisions Required by Law Deemed Inserted: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

B. Flood Disaster Protection: This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this Contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201 (d) of said Act; and the use of any assistance provided under this Contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

C. Section 503 of the Rehabilitation Act of 1973 (29 USC 793): Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

In the event of Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the City of Minot, provided by or through the Program Administrator. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

- D. Age Discrimination Act of 1975: Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.
- E. Discrimination Due to Beliefs: No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.
- F. Certification of Nonsegregated Facilities: By the submission of this Proposal, the Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the equal opportunity clause of this Contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local customs or any other reason.

Contractor further agrees that (except where he has obtained identical certifications from proposed Subcontractors and material Suppliers for specific time periods), he will obtain identical certifications from proposed Subcontractors or material Suppliers prior to the award of subcontracts or the consummation of material supply agreements exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

- G. Housing and Urban Development Section 3 Workforce and Business Concerns: The work to be performed under this Contract is on a project assisted basis under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR, Part 135, and all applicable rules and orders of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements. A Contractor/Subcontractor Section 3 Plan format is attached (Attachment IX-N) and must be completed for all contracts and subcontracts expected to exceed \$100,000.

The Contractor will send to each labor organization or representative of workers with which he has a collective bargain-agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

A Section 3 Business:

1. Is at least 51 percent or more owned by Section 3 residents; or,
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or,
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Section 3 Residents are:

1. Public housing residents; or,
2. Low and very-low income persons who live in the metropolitan area or Non-Metropolitan County where a HUD-assisted project for housing or community development is located.

- H. Drug Free Workplace: Contractor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 CFR Part 21.
- I. Protection of Lives and Health: Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the worksite, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518) Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No. 75, Saturday, April 7, 1971, Title 29 – LABOR, shall be observed and Contractor shall take or cause to be taken, such additional safety and health measures as the City may determine to be reasonably necessary.
- J. Danger Signals and Safety Devices: Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case Contractor fails or neglects to take such precautions, the City may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the City does not relieve the Contractor of any liability incurred under these specifications or contract.
- K. Lead Based Paint Hazards: The reconstruction and rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and its Subcontractors shall comply with the provisions for the elimination and reduction of lead-based paint hazards under Subpart B of said regulations.
- L. Asbestos: Contractor shall be aware of the possibility that asbestos containing materials (ACM) may be present in existing structures and will be responsible to take appropriate measure to insure worker safety and adhere to any state, local, or federal requirements.
- M. Use of Explosives: When the use of explosives is necessary for the prosecution of the work, Contractor shall observe all local, state and federal laws in purchasing and handling explosives. Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.
- Contractor shall notify all owners of public utility property of intention to use explosives at least 8 hours before blasting is done close to such property. Any supervision or direction of use of explosives by the City or Program Administrator or their delegates does not in any way reduce the responsibility of Contractor or his Surety for damages that may be caused by such use.
- N. Compliance with Air and Water Acts: Contractor and all of its Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt Contractors and Subcontractors shall furnish to the City, the following:

1. A stipulation by Contractor or its Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
 2. Agreement by Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
 4. Agreement by Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.
- O. Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94- 163).
- P. Access to Records, Maintenance of Records: The City of Minot and the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
- All records required by 24 CFR 570.506 that are pertinent to the activities funded under this Contract shall be maintained in a central location by Contractor and will be maintained for a period of five (5) years from closeout of the grant from which this Contract is funded.
- Q. Copyright: No materials, to include but not limited to reports, maps, or documents produced as a result of this Contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the City and all such rights shall belong to the City.
- R. Confidential Findings: All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the City.

- S. Conflict of Interest: No member, officer, or employee of the City or the local jurisdiction of this Contract, or agent, consultant, or member of the governing body of the City or the local jurisdiction of this Contract, or other public official who exercises or has exercised any functions or responsibilities with respect to this Contract during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Contract or in any activity or benefit with regard to the Contract.

Contractor shall cause to be incorporated in all contracts and/or subcontracts the foregoing provision regarding conflicts of interest.

No member of or delegate to Congress, or City employee, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation.

If a person receiving assistance under this Program does in fact have a conflict of interest as discussed herein, such conflict will be fully disclosed in writing to the City and addressed under applicable law.

Pursuant to the City of Minot's Conflict of Interest Policy and the Department of Housing and Urban Development (HUD) regulations, any individual or entity seeking CDBG funds for any activity in which they or related individuals or organizations have an interest must disclose that interest when applying for CDBG funding. Once the conflict of interest has been disclosed, HUD is authorized to determine whether an exception may be granted. 24 CFR 570.489 (h) (5). Additionally, once the conflict of interest has been disclosed, the individual must recuse themselves from any municipal governmental actions or decisions to be taken that would further that individual's interest, or interest of related individuals or organizations, in gaining benefit from the CDBG funds.

- T. Interest of Contractor: Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance or services hereunder. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

- U. Political Activity: Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

- V. Lobbying: Contractor certified, to the best of its knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- W. Personnel: Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

- X. Hiring of Illegal Aliens: The hiring of illegal aliens is prohibited under Federal Labor Laws.

- Y. Anti-Kickback Rules: Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 2760). Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to insure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

- Z. Patents: Contractor shall hold and save the City and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract including its use by the City, unless otherwise specifically stipulated in the Contract.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the City must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the City and not by or through the Contractor.

If Contractor uses any design, device or materials covered by letters, patent or copyright, it shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device or material. It is mutually agreed and understood that, without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the Work. Contractor and/or his Sureties shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the City for any cost, expense, or damage which

it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

- AA. Debarment, Suspension and Ineligibility: Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).
- BB. Subcontracts: Contractor shall not enter into any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Dakota.

Contractor shall be as fully responsible to the City for the acts and omissions of the Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.

Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractor to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the City may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the City.

- CC. Assignability: Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City provided that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- DD. Termination for Unavailable Funding: The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to the City of Minot to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to the City of Minot for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.
- EE. Breach of Contract Terms: Any violation or breach of any of the terms of this Contract on the part of Contractor or the Contractor's Subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this Contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

PART II FORMS USED DURING CONSTRUCTION

- 2.01 ***Forms Used During Construction***: This Contract will require the Contractor to complete various forms including lien waivers, payment requests, and progress summary reports. Samples of those

forms follow this section. These forms should be considered as samples as they may be modified somewhat for use under the Agreement. These may not be the only forms required for work for this Project and it will be the Contractor's responsibility to complete any additional paperwork required under the Program at no additional cost.

ATTACHMENT II SAMPLE CONTRACTOR FORMS USED DURING CONSTRUCTION

Attachment II-A	Payment Bond Form
Attachment II-B	Performance Bond Form
Attachment II-C	Lead Based Paint Notification of Abatement and Demolition Clearance
Attachment II-D	Final Lien Waiver Affidavit by Contractor
Attachment II-E	Interim Lien Waiver Affidavit by Contractor
Attachment II-F	Final Lien Waiver Affidavit by Subcontractor
Attachment II-G	Interim Lien Waiver Affidavit by Subcontractor
Attachment II-H	Contractor's Payment Request
Attachment II-I	Contractor's Certification of Final Payment
Attachment II-J	Weekly Progress Summary Report
Attachment II-K	HUD Section 3 Plan – Table A
Attachment II-L	HUD Section 3 Plan – Table B

ATTACHMENT II-A

PAYMENT BOND

THE STATE OF NORTH DAKOTA
SURETY'S NO. _____

KNOWN ALL MEN BY THESE PRESENT, THAT _____
of the City of _____, County of _____, and State of _____
_____ as Principal, and _____,
as Surety, are held and firmly bound unto the City of Minot, North Dakota, a home rule municipal
corporation of Ward County, North Dakota, as Obligee, in the amount of:

_____ (written amount);
(\$ _____), DOLLARS for payment whereof the said Principal and Surety bind
themselves, and their heirs, administrators, executors, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the
_____ day of _____, 2013 for:

1. _____
2. _____
3. _____
4. _____

Which Contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, the condition of the obligation is that if the Principal shall pay all claimants
supplying labor and material to Principal or a subcontractor in the prosecution of the work
provided for in said contract, then this obligation shall be null and void; otherwise, it is to remain
in full force and effect.

PROVIDED, further that if any legal action to filed upon this Bond, venue shall lie in Ward
County, State of North Dakota.

SURETY, for value received, stipulated and agrees that no change, extension of time, alteration or
addition to the terms of the contract, or to the work performed thereunder, or the plans,
specifications or drawings accompanying the same, or any assignment of the contract as may be
provided for in the Contract Documents, shall in anyway affect its obligation on this Bond and
does waive notice of any such change, extension of time, alteration or additions to the terms of the
contract, assignment thereof, or the work performed thereunder.

IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This _____ day of _____ 2013

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney

ATTACHMENT II-B
PERFORMANCE BOND

THE STATE OF NORTH DAKOTA

SURETY'S NO. _____

KNOWN ALL MEN BY THESE PRESENTS, THAT _____
as Principal and _____ as Surety, are held and firmly bound
unto the City of Minot, North Dakota a home rule municipal corporation of Ward County, North
Dakota as Obligee in the amount of:

_____ (written amount);
(\$ _____), DOLLARS for payment whereof the said Principal and Surety bind
themselves, and their heirs, administrators, executors, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written contract with the
Obligee for:

Specifically included in the scope of this work and bond, the additional maintenance guaranty
provisions set forth in the Contract Documents, which Contract is referred to and made a part
hereof as fully and to the same extent as if copied at length herein, as well as the Principal's
primary obligation to perform according to plans and specifications.

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal
shall faithfully perform the work in accordance with the plans, specifications, instructions to
bidders, general and special conditions, and other contract documents including any addenda, then
this performance bond shall be void; otherwise this performance bond shall remain in full force
and effect.

PROVIDED, further that if any legal action to be filed upon the Bond, venue shall lie in Ward County, State of North Dakota.

SURETY, for value received, stipulated and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, or any assignment of the contract as may be provided for in the Contract Documents, shall in anyway affect its obligation on this Bond and does waive notice of any such change, extension of time, alteration or additions to the terms of the contract, assignment thereof, or the work performed.

IN WITNESS THEREOF, the Principal and Surety does sign and seal this instrument.

This _____ day of _____ 2013

Principal

Surety

By _____

By _____

Address _____

Address _____

APPROVED AS TO FORM:

City Attorney

NOTE: Attach Power of Attorney



LEAD-BASED PAINT NOTIFICATION OF ABATEMENT AND DEMOLITION CLEARANCE

North Dakota Department of Health Division of Air
Quality
SFN 53479 (10/09)

I. Type of Notification THIS NOTICE MUST BE SUBMITTED 10 DAYS BEFORE BEGINNING THE ACTIVITY

☐ Original

☐ Revised

☐ Cancelled

Date:

**II. Type of Operation
Present?**

III. Is Lead-based Paint

☐ Abatement of child-occupied facility

☐ Abatement of Residential Home

☐ Demolition of pre-1978 Residential House

☐ Yes ☐ No

☐ If No, List Inspection Date

(/ /)

IV. Dates of Lead-based Paint Removal (MM-DD-YY)

Start:

Stop:

V. Dates of Demolition or Renovation (MM-DD-YY)

Start:

Stop:

VI. Facility Information (Identify owner and operator, if applicable)

Owner Name

Owner Address

City

State

Zip Code

Contact Person

Telephone Number

Operator (if different than owner)

Operator Address

City

State

Zip Code

Contact Person

Telephone Number

VII. Facility Description (includes building name, number and floor or room number)

Building Name

Building Address

City

State

Zip Code

County

Site Location (floor or room number(s))

Building Size (Sq. Ft.)

Number of Floors

Age of Building/Year Built

Present Use

Prior Use

VIII. Lead-based Paint Abatement or Building Demolition Contractor

Contractor Name

ND License Number

Contractor Address

City

State

Zip Code

Contact Person

Telephone Number

IX. Risk Assessor/Inspector Firm (Clearance report will be required to be sent into NDDoH)

Firm Name

ND License Number

Firm Address

City

State

Zip Code

Name of Risk Assessor/ Inspector

Telephone Number

Date of Clearance: Start date

End Date:

X. Approximate Amount of Lead-based Paint Demolition Debris:

	Approximate Amount of Lead-based Paint to be Removed	Lead-based Paint Containing Material to be Removed
Surface Area (Sq. Ft.)		
Soil Area (Sq. Ft. or Ton)		

Testing Procedure for Determining Lead-based Paint Material:

☐ XRF ☐ Lab Analysis ☐ Other
☐ Paint Chip Sample ☐ Assumed Lead-based paint

XII. Description of LBP Work Practices and Engineering Controls to Prevent Lead-based Paint Emissions (check all that apply)

☐ Adequately Wet Materials ☐ Demolition ☐ Seal in Leak Tight Containers ☐ Encapsulate ☐ Work area delineated
☐ Negative Air Containment ☐ Seal in Leaktight Wrapping ☐ Mini-enclosure ☐ Visual Clearance ☐ Dust-wipe Clearance
☐ Other:

XIII. Description of Planned Demolition or Renovation Work (backhoe, bulldozer, hand removal, etc.)

	Will the Facility or Facility Debris be Burned?
	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, you must contact your local Health Unit or the Air Quality Division at 701.328.5188, to complete an open burn variance Application: SFN 8509.

XIV. Waste Transporter

Name			
Address	City	State	Zip Code
Contact Person	Telephone Number		

Waste Disposal Site ☐ Building ☐ Lead Debris

Permit Number	Telephone Number	
Address	City	State Zip Code

XVI. If Demolition or Abatement was Ordered by Government Agency, Identify the Agency and Attach a Copy of the Order

Name	Title	Telephone Number
Authority/Agency	Date of Order (MM/DD/YY)	

XVII. General Comments

--

XX. I certify to the best of my knowledge that the above information is true and correct. I further certify that all lead-based paint abatement work on this project will be performed by individuals certified in accordance with the North Dakota Air Pollution Control Rules 33-15-24

Signature of Owner/Operator

Date

Return form to:

North Dakota Department of Health
 Division of Air Quality, 2nd Floor
 918 East Divide Avenue
 Bismarck, ND 58501-1947
 Telephone: 701.328.5188
 Fax: 701.328.5185 (If faxing, original copy must be mailed)

Additional information can be found on the website at: <http://www.ndhealth.gov/AQ/IAQ/LBP>

**ATTACHMENT II-D
FINAL LIEN WAIVER AFFIDAVIT
BY CONTRACTOR**

_____ has furnished or will furnish certain labor, materials, or equipment on the _____ Project at [fill in address]

_____ (the "Project"). In consideration of the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind (whether billed or unbilled), against (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and (d) the surety or sureties of the Owner.

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this _____ day of _____, 20____.

Name of Contractor Company: _____

By Authorized Representative: _____

Printed Name: _____

Title: _____

Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared _____, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

(Seal)

Notary Public, State of North Dakota

My commission expires _____

ATTACHMENT II-E

**INTERIM LIEN WAIVER AFFIDAVIT
BY CONTRACTOR**

_____ has furnished or will furnish certain labor, materials, or equipment on the Project at [fill in address] _____

(the "Project"). In consideration of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective upon the Owner making payment on the Application for Payment dated _____, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind, against (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and (d) the surety or sureties of the Owner, for anything whatsoever related to the Project (whether billed or unbilled) through the date hereof, except those claims listed as follows:

Retainage in the amount shown on the Application for Payment pending change orders for which the Contractor has provided to the Owner written notice specifically requesting a change order for which there is a written document entitled a Construction Change Directive approved by the Owner.

(If a claim is not listed above, it is not reserved, and any claims or potential claims not listed are waived and released.)

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project all amounts owed for the Work covered by payments which the Contractor has received for the Project prior to the date hereof.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this _____ day of _____, 20_____.

Name of Contractor Company: _____

By Authorized Representative: _____

Printed Name: _____

Title: _____

Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared _____, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Interim Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Interim Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

(Seal)

Notary Public, State of North Dakota

My commission expires _____

ATTACHMENT II-F

FINAL LIEN WAIVER AFFIDAVIT
BY SUBCONTRACTOR

_____ has furnished or will furnish certain labor, materials, or equipment on the _____ Project at [fill in address] _____

(the "Project"). In consideration of \$_____ representing the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind, against (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and (d) the surety or sureties of the Owner.

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project. The undersigned will indemnify the Owner and its lender and title company and the Contractor for all costs and expenses, including attorneys' fees, incurred as a result of claims that any of the undersigned's subcontractors, suppliers or employees have not been paid or relating to the enforcement of this paragraph.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this _____ day of _____, 20_____.

Name of Contractor Company: _____

By Authorized Representative: _____

Printed Name: _____

Title: _____

Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared _____ who first being duly sworn by me to be the person whose name is subscribed to the foregoing Final Lien Waiver Affidavit, acknowledged that he/she has the authority to make this Final Lien Waiver Affidavit, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20_____.

(Seal)

Notary Public, State of North Dakota

My commission expires _____

ATTACHMENT II-G

INTERIM LIEN WAIVER AFFIDAVIT
BY SUBCONTRACTOR

_____ has furnished or will furnish certain labor, materials, or equipment on the _____ Project at [fill in address] _____

_____ (the "Project"). In consideration of \$_____ representing the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind, against (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and (d) the surety or sureties of the Owner, for anything whatsoever related to the Project (whether billed or unbilled) through the date hereof, except those claims listed as follows:

Retainage in the amount of \$_____

(If a claim is not listed above, it is reserved, and any claims or potential claims not listed are waived and released.)

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its Subcontractors, suppliers, and employees for all items connected with the above-referenced Project. The undersigned will indemnify the Owner and its lender and title company and the Contractor for all costs and expenses, including attorneys' fees, incurred as a result of claims that any of the undersigned's subcontractors, suppliers or employees have not been paid or relating to the enforcement of this paragraph.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

EXECUTED this _____ day of _____, 20____.

Name of Subcontractor Company: _____

By Authorized Representative: _____

Printed Name: _____

Title: _____

Notary's Acknowledgement

Before me, the undersigned, on this day personally appeared _____, who first being duly sworn by me to be the person whose name is subscribed to the foregoing Interim Lien Waiver Affidavit by Subcontractor, acknowledged that he/she has the authority to make this Interim Lien Waiver Affidavit by Subcontractor, and further acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

(Seal)

Notary Public, State of North Dakota

My commission expires _____

ATTACHMENT II-H
CONTRACTOR PAYMENT REQUEST

Date: _____

Contract Amount: \$ _____

Change Order Amount \$ _____

New Contract Amount \$ _____

Contractor: _____

Address: _____

Type of Payment: _____ Progress _____ Final

Retainage _____

Pay request 1 _____

Pay request 2 _____

Pay request 3 _____

Contractor: I hereby request an inspection to receive payment # _____ for the amount of \$ _____. I certify that I have satisfactorily completed the necessary work to justify this request and that all bills incurred for labor used and materials furnished in making said repairs and improvements have been paid in full of this date. See attached schedule of values/work items completed and invoiced. See attached lien waivers from Subcontractors and vendors.

Contractor's Signature: _____ Date: _____

Program Administrator: I hereby certify that all work is completed as indicated on the Contractor's payment request and all required documentation was submitted and approved. I hereby request approval of the payment to the Contractor in the amount of \$ _____.

Program Administrator: _____ Date: _____

City of Minot: I hereby approve the payment to the contractor in the amount of \$ _____.

City of Minot: _____ Date: _____

ATTACHMENT II-I

CONTRACTOR'S CERTIFICATION OF FINAL PAYMENT

Project Number

Location

_____ agrees to accept the sum
(CONTRACTOR)

of \$ _____ as full and final payment for all work under its Contract dated

_____ with the _____
(OWNER)

for the completion of all work for _____
(PROJECT)

_____ certifies that all construction
(CONTRACTOR)

has been completed in substantial compliance with the Contract Documents, and that all labor,
equipment, materials and Subcontractors have been or will be paid in accordance with the
requirements of the Contract Documents, and the requirements of the General Laws of the

CONTRACTOR

BY: _____ DATED: _____

WEEKLY PROGRESS SUMMARY REPORT

Supplementary General Conditions
May 2013

Page 2

Work Performed (continued): _____

Project Representative: _____ Date: _____



ATTACHMENT II-K
CONTRACTOR'S HUD SECTION 3 PLAN
TABLE A (IF REQUIRED)
PROPOSED SUBCONTRACTS BREAKDOWN

FOR THE PERIOD COVERING _____ 20__ THROUGH _____ 20__
(Duration of the CDBG-DR-Assisted Project)

COLUMN 1	COLUMN 2	COLUMN 3
Name of Business/Subcontractor	Type of Trade (Scope of Work)	Total Approximate Dollar Amount

Company

Project Name

EEO Officer (Signature)

Project Number

Date





**ATTACHMENT II-L
CONTRACTOR'S HUD SECTION 3 PLAN
TABLE B (IF REQUIRED)
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

Company Name _____ Date _____

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied As Permanent Employees	No. Positions Not Currently Occupied	No. Positions To Be Filled w/LIPAR*
Officers/Supervisors				
Professionals				
Technicians				
Housing Sales/Rental/Mgmt.				
Office Clerical				
Service Workers				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

TRADE:

Journeyman				
Apprentices				
Maximum No. Trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the City of Minot whose family income does not exceed 80% of the median area income for Ward County, ND.



SECTION 01 14 00

MEASUREMENT AND PAYMENT

PART GENERAL

1.01 GENERAL REQUIREMENTS

- A. Measurement and payment shall be as specified in this Section.
- B. The Contractor will be paid for demolition, removal, loading, transporting and disposal on a per site or per unit item basis as described in each bid category listed in the Bid Schedule (BIDDERS ARE WARNED TO ACCOUNT FOR ALL INCIDENTAL ITEMS AND WORK PERFORMED AT NO ADDITIONAL COST TO THE OWNER). Measurement of Supplemental Bid Items (non-incidentals) will be determined by each unit delivered, removed and disposed of in accordance with the unit prices listed in the Bid Schedule. The quantity of debris removed under this Contract may vary significantly from the estimated quantities listed on the Bid Form. The Contractor shall not be entitled to a Change Order to increase the Contract unit prices for either an increase or decrease in the quantity of work performed under this Contract. The Contractor shall not be entitled to any compensation in addition to the unit prices stated on the Bid Form. Any questions regarding the BID ITEM or CATEGORY must be provided in writing to the Program Administrator prior to 3 business days before BID OPENING DATE.
- C. The general scope of work under each bid item includes all labor and materials required for accessing, excavation, demolition, removal, loading, transportation, and disposal as outlined in these Specifications.
- D. The total unit bid price shall cover all work required by the Contract Documents for the demolition of structures, removal of slabs and flatwork, fill and grading, and other associated work located on properties identified in work orders. All costs in connection with the proper and successful completion of the work, including mobilization and demobilization from each approved site, furnishing all materials, equipment, supplies, and appurtenances; providing all plans, equipment, and tools; and performing all necessary labor and supervision to fully complete the work in accordance with these Contract Documents, shall be included in the unit prices bid. All work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of Contractor and as such, all costs in connection therewith shall be included in the bid prices.
- E. All estimated quantities for unit price bid items stipulated in the Bid are approximate and are to be used only (a) as a basis for estimating the probable cost of the work and (b) for the purpose of comparing the bids submitted for the work. The actual amounts of work done and materials furnished under unit price items may differ from the estimated quantities. The Contractor shall not be entitled to a Change Order to increase the

Contract unit prices for either an increase or decrease in work performed under this Contract. The Contractor shall not be entitled to any compensation in addition to the unit charges stated herein.

- F. All measurements and payments will be based on completed work performed in strict accordance with the Contract documents and in accordance with Contract unit prices. Incidental work and items not listed in the Contract unit price schedule will not be paid for separately, but will be included in the payment for the listed item or items to which such incidental work applies. Measurement and payment for bid items shall be full compensation for all labor, equipment, materials, testing and incidentals necessary to perform the work in accordance with these Contract Documents, and shall include all else incidental thereto for which separate payment is not provided under other items.
- G. A multistory main structure is defined as having finished living space with finished floors, walls and ceilings and is accessible by stairs (non pull down). A multistory main structure will be measured based on the ground level footprint. The area of the ground level footprint, given in square footage, will be used to categorize the multistory main structure for both bidding and payment purposes. No additional payment will be made for additional floors if the structure is categorized as multistory – only the specified unit item shall apply one time per structure.
- H. All utility disconnect work performed under these Contract Documents shall be performed by a licensed electrician and plumber authorized to perform this work in the local jurisdiction of this Contract in accordance with all federal, state and local regulations and laws governing same.
- I. The Program Administrator may track all debris material and non-pay regulated items from the work site to the final disposal or recycling site. The Contractor shall submit documentation from the approved landfill or disposal site where HHW and HTW are disposed and where other items are sent for recycling or reuse.
- J. Determination of a RACM structure shall be made by the Program Administrator and shall be identified in individual Work Orders.

1.02 DEBRIS REMOVAL AND DISPOSAL

- A. The Contractor is solely responsible for securing and utilizing appropriate disposal facilities for waste generated under this Contract.
- B. Landfill tipping fees, taxes, and all other costs associated with disposal at the certified landfills shall be paid by the Contractor and shall be included in the quoted unit prices listed in the Bid Form.

1.03 MEASUREMENT AND PAYMENT FOR CATEGORY A (C & D) STRUCTURES

A. The Category "A" Bid Items are for sites that contain only Construction and Demolition (C&D) type waste.

B. BASE BID ITEMS 00001A thru 00018A - MAIN STRUCTURE REMOVAL

1. Measurement and Description. These Bid Items are for the demolition of individual main structures identified in the Work Order(s). For bidding purposes, sites may vary up to twenty (20) percent of estimated measurement size for this item. Measurement shall consist of the total square footage of the ground level of the main structure to be demolished, plus the ground level square footage of any detached (add) structures. The main structure, and not the detached (add) structure, will be the structure at the site evaluated to determine if it is a single story or multistory structure, for both bidding and payment purposes. Size categorizes will then be used for both measurement and payment for the demolition of an individual main structure. Size categorizes are based on square footage size brackets as provided in the description for the bid items associated with the demolition of an individual main structure, which includes Bid Items Nos. 00001A-00016A. The total measured square footage of the ground level of the main structure to be demolished, plus the ground level square footage of any detached (add) structures, is applied to the size category ranges to determine which bid item applies. Measurement for payment for the demolition of an individual main structure shall be on a per each basis for the bid item applicable to the work identified. The Contractor shall perform work under this bid item complete in its entirety and in accordance with project specifications. The Contractor shall demolish, load, haul and dispose debris at the Contractor's designated approved landfill. It shall be noted that it is solely the responsibility of the Contractor to ensure that all debris associated with this bid item is disposed of at appropriate permitted landfill(s). Incidental to this bid item and at no additional cost to the Owner, the Contractor shall perform the following:

- Remove and dispose of miscellaneous Construction and Demolition (C&D) material
- Provide water for wetting structures during demolition and for controlling dust at each individual project site
- Verify with the local utility company that electricity and gas has been properly disconnected
- Disconnect all phone and cable lines and wrap same on the main service pole
- Remove and dispose of any and all other items not specifically listed above or required by any other pay item in the specifications

2. Payment. Payment shall be based on the size category (Bid Item) of the individual main structure to be demolished and not the actual square footage of the structure. Payment for this item will be made at the unit price bid per each size category (Bid Item). Payment for this item shall be made at the unit price bid per each site completed and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete all items specified above and required by the Contract Documents.

C. SUPPLEMENTAL BID ITEMS 00019 thru 00047 FOR CATEGORY A STRUCTURES

1. Measurement and payment for these Supplemental Bid Items shall be in accordance with Part 1.05 of this Section.

1.04 MEASUREMENT AND PAYMENT FOR CATEGORY B (RACM) STRUCTURES

- A. Category B Bid Items are those PROJECT ADDRESS SITES that contain or are suspected of containing Regulated Asbestos Containing Materials (RACM). Category B Bid Items will be identified by the Program Administrator for each Work Order.

B. BASE BID ITEMS 00001B – 00018B RACM – MAIN STRUCTURE REMOVAL

1. Measurement and Description. This Bid Item is for the demolition of individual main structures containing or suspected of containing RACM identified in the site specific Work Order(s). For bidding purposes, sites may vary up to twenty (20) percent of estimated measurement size for this item. Measurement shall consist of the total square footage of the ground level of the main structure to be demolished, plus the ground level square footage of any detached (add) structures. The main structure, and not the detached (add) structure, will be the structure at the site evaluated to determine if it is a single story or multistory structure, for both bidding and payment purposes. Size categorizes will then be used for both measurement and payment for the demolition of an individual main structure. Size categorizes are based on square footage size brackets as provided in the description of the bid items associated with the demolition of an individual main structure, which includes Bid Items Nos. 00001B-00016B. The total measured square footage of the ground level of the main structure to be demolished, plus the ground level square footage of any detached (add) structures, is applied to the size category ranges to determine which bid item applies. Measurement for payment for the demolition of an individual main structure shall be on a per each basis for the bid item applicable to the work identified. All procedures and protocols for management, site control, handling and disposal of RACM is the responsibility of the CONTRACTOR under this item. The CONTRACTOR shall demolish, load, haul and dispose of RACM debris at the CONTRACTOR's designated approved landfill. It shall be noted that it is solely the responsibility of the CONTRACTOR to ensure that all debris associated with this bid item is disposed of at the appropriate permitted landfill. Incidental to this bid item and at no additional cost to the OWNER, the CONTRACTOR shall perform the following:

- Remove and dispose of miscellaneous Construction and Demolition (C&D) material
 - Provide water for wetting structures during demolition and for controlling dust at each individual project site.
 - Verify with the local utility company that the electricity and the gas has been properly disconnected
 - Disconnect all phone and cable lines and wrap same on the main service pole
 - Remove and dispose of any and all other items not specifically listed above or required by any other pay item in the specifications
2. Payment. Payment shall be based on the size category (Bid Item) of the individual main structure to be demolished and not the actual square footage of the structure. Payment for this item will be made at the unit price bid per each size category (Bid Item). Payment for this item shall be made at the unit price bid per each site completed and in accordance with these Specifications. Payment for this item shall include all labor, materials, equipment, and all incidental work thereto necessary to complete all items specified above and required by the Contract Documents.

C. SUPPLEMENTAL BID ITEMS 00019 thru 00047 FOR CATEGORY B STRUCTURES

1. Measurement and payment for these Supplemental Bid Items shall be in accordance with Part 1.05 of this Section.

1.05 MEASUREMENT AND PAYMENT FOR CATEGORY C – SUPPLEMENTAL BID ITEMS

A. ITEM 00019 - TEMPORARY FENCING

1. When directed by the Program Administrator or these specifications, temporary fencing will be measured on a per linear foot basis, measured to the nearest foot, for the length of the fence furnished and installed in accordance with these specifications. Materials will not be returned to the Contractor.
2. Payment for this item shall be made at the unit price bid per linear foot and in accordance with these Specifications. Payment for temporary fencing will include all labor, equipment, and materials for furnishing and installing, in accordance with the Program Administrator's requirements, and all incidental work thereto.

B. ITEM 00020 - ASBESTOS ABATEMENT – FLOOR MATERIAL

1. Measurement shall be in place on a per square foot basis using mean length and width for floor material removal as directed by the Program Administrator.

2. Payment for this item shall be made at the unit price per square foot and in accordance with the Specifications contained herein. Floor tile includes mastic (in accordance with applicable regulations), other adhesives, and fiber backing. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Bid Form. Multiple layers of any and all ACM and Non-ACM floor material, including all RACM vinyl tile and mastic located on the surface of any foundations and concrete flatwork shall be paid as one layer. There should be no duplication of payment for multiple layers. Contractor shall be paid for the total area, given in square footage, of the top, or visible, layer as identified. Any discrepancies, between the quantities provided and the actual quantities found, in the total area, of the ACM or Non-ACM floor material shall be adjusted to the actual square footage of the top layer of ACM or Non-ACM floor material found on site.

C. ITEM 00021 – ASBESTOS ABATEMENT-ROOFING MATERIAL

1. Measurement shall be in place on a per square foot basis using mean length and width for shingle removal as directed by the Asbestos Consultant.
2. Payment for this item shall be made at the unit price per square foot and in accordance with the Specifications contained herein. Price and payment shall be full compensation for material, labor, equipment, demolition, removal, encapsulation, Work Plan development, PPE, monitoring, temporary measures, and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Bid Form.

D. ITEM 00022 – ASBESTOS ABATEMENT - CEILING MATERIAL

1. Measurement shall be made in place on a per square foot basis using mean length and width for ceiling texture removal as directed by the Asbestos Consultant.
2. Payment for this item shall be made at the unit price per square foot and in accordance with the Specifications contained herein. Price and payment shall be full compensation for material, labor, equipment, demolition, removal, encapsulation, Work Plan development, PPE, monitoring, temporary measures, and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Bid Form.

E. ITEM 00023 – ASBESTOS ABATEMENT WALL MATERIAL

1. Measurement shall be in place on a per square foot basis using mean length and width for wall texture removal.

2. Payment for this item shall be made at the unit price per square foot and in accordance with the Specifications contained herein. Price and payment shall be full compensation for material, labor, equipment, demolition, removal, encapsulation, Work Plan development, PPE, monitoring, temporary measures, and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Bid Form.

F. ITEM 00024 – ASBESTOS ABATEMENT – MISC DUCT INSULATION

1. Measurement shall be in place on a per square foot basis using mean length and width for Misc Duct Insulation.
2. Payment for this item shall be made at the unit price per square foot and in accordance with the Specifications contained herein. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Bid Form.

G. ITEM 00025 – ASBESTOS ABATEMENT - MISC INSULATION JACKET

1. Measurement shall be in place on a per each basis.
2. Payment for this item shall be made at the unit price per each basis and in accordance with the Specifications contained herein. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Bid Form.

H. ITEM 00026 – ASBESTOS ABATEMENT – FLUE PIPE

1. Measurement shall be in place on a per linear foot basis.
2. Payment for this item shall be made at the unit price per linear foot and in accordance with the Specifications contained herein. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Bid Form.

I. ITEM 00027 – ASBESTOS ABATEMENT – ELECTRICAL WIRING

1. Measurement shall be in place on a per linear foot basis.
2. Payment for this item shall be made at the unit price per linear foot and in accordance with the Specifications contained herein. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Bid Form.

J. ITEM 00028 – ASBESTOS ABATEMENT – TRANSITE SIDING

1. Measurement shall be in place on a per square foot basis using mean length and width for floor tile removal as directed by the Program Administrator.
2. Payment for this item shall be made at the unit price per square foot and in accordance with the Specifications contained herein. Price and payment shall be full compensation for materials, labor, equipment, demolition, removal, encapsulation, Work Plan development, Personnel Protective Equipment (PPE), monitoring, temporary measures, and any other related or incidental items necessary to complete the Work in accordance with the Specifications for which separate payment is not provided under other items on the Bid Form.

K. ITEM 00029 – ASBESTOS ABATEMENT – CAULK AND WINDOW GLAZE

1. Measurement shall be in place on a per window basis as directed.
2. Payment for this item shall be made at the unit price per window and in accordance with the Specifications contained herein. Price and payment shall be full compensation for material, labor, and equipment.

M. ITEM 00030 – REMOVAL AND BACKFILL OF BASEMENTS

1. The Contractor will remove the basement, including any associated foundation materials, and backfill and compact all basements with approved fill materials. The Contractor will remove water and foreign material from the basements before filling them. The fill should be compacted with a 6 inch crown in the center of the basement; the compacted fill should be sloped to provide positive drainage to the sides of the lot.
2. Measurement shall be in place on a per cubic yard basis using mean length, width and depth for the basement to be removed and backfilled as directed by the Program Administrator.
3. Payment will be made on a per cubic yard basis identified in the Bid Schedule.

N. ITEM 00031 - WHITE GOODS

1. Contractor shall pick-up all white goods from the structures designated by the Program Administrator that are scheduled for demolition and recycle. The Contractor shall salvage and recycle all eligible white goods in accordance with all federal, state and local laws and regulations. If the structure is considered unsound, then segregation must occur during demolition. The recyclable materials become the property of the Contractor.
2. Measurement for payment will be on a per each basis for each white good collected and recycled at the contracted unit rate identified in the Bid Schedule. It shall be noted that it is solely the responsibility of the Contractor to ensure that all white goods associated with this bid item are disposed of at the appropriate landfill.
3. Payment will be made on a per each basis for each white good collected and recycled at the contracted unit rate identified in the Bid Schedule. It is the Contractor's responsibility to ensure that all white goods associated with this item are disposed of at the appropriate landfill.

O. ITEM 00032 – HOUSEHOLD HAZARDOUS WASTE DISPOSAL

1. It shall be noted that it is solely the responsibility of the Contractor to ensure that all items associated with this bid item are disposed of at the appropriate landfill or staging site. Contractor shall remove, handle, transport and dispose of all Household Hazard Waste from the designated structures that are scheduled for demolition in accordance with all federal, state and local laws and regulations.
2. Measurement for payment shall be per pound at the contracted unit rate identified in the Bid Schedule.
3. Payment will be made per pound at the contracted unit rate identified in the Bid Schedule. It shall be noted that it is solely the responsibility of the Contractor to ensure that all items associated with this bid item are disposed of at the appropriate landfill or staging site. The Contractor must furnish certified scales in order to verify the weight of this bid item.

P. ITEM 00033 – HAZARDOUS AND TOXIC WASTES (HTW)

1. The Contractor shall remove, handle, transport and dispose of all Hazardous and Toxic Wastes from the designated structures that are scheduled for demolition in accordance with all federal, state and local laws and regulations.
2. Measurement for payment shall be per pound at the contracted unit rate identified in the Bid Schedule.
3. Payment will be made per pound at the contracted unit rate identified in the Bid Schedule. The Contractor must furnish certified scales in order to verify the weight of this bid item.

Q. ITEM 00034 - FREON RECOVERY

1. The Contractor shall submit to the Program Administrator all applicable licenses of the Contractor's employees performing the Freon extraction work. Contractor shall recover Freon from all Freon containing white goods such as refrigerators, freezers, and air conditioners in accordance with all federal, state and local laws and regulations. The Contractor must further submit to the CDA verification of the lawful disposal of all Freon extracted from this Contract.
2. Measurement for payment shall be on a per each basis for each white good that Freon is recovered from at the contracted unit rate identified in the Bid Schedule.
3. Payment will be made on a per each basis for each white good that Freon is recovered from at the contracted unit rate identified in the Bid Schedule.

R. ITEM 00035 - SEWER AND WATER DISCONNECTIONS

1. Contractor shall disconnect and cap all sewer and water lines at the designated structures that are scheduled for demolition. The sewer and water lines shall be disconnected and capped in accordance with all federal, state and local regulations.
2. Measurement for payment shall be on a per each, for each address basis for the water and sewer cap at the contracted unit rate identified in the Bid Schedule.
3. Payment will be made on a per address basis for the water and sewer cap at the contracted unit rate identified in the Bid Schedule. Encountering frozen soil and/or frost when performing the utility disconnections work will NOT be justification for additional compensation.

S. ITEM 00036 - PETROLEUM PRODUCTS

1. Contractor shall remove, handle, transport and dispose of all Hazardous and Toxic Wastes for the designated structures that are scheduled for demolition in accordance with all federal, state and local laws and regulations.
2. Measurement for payment shall be per pound of petroleum products removed and disposed of at the contracted unit rate identified in the Bid Schedule.
3. Payment will be made per pound at the contracted unit rate identified in the Bid Schedule.

T. ITEM 00037 - SMALL GASOLINE MOTORIZED EQUIPMENT

1. Contractor shall pick up at the CDA designated sites, handle, transport and dispose of all Small Gasoline Motorized Equipment in accordance with all federal, state and local laws and regulations.

2. Measurement for payment shall be per each small, gasoline, motorized equipment removed and disposed of at the contracted unit rate identified in the Bid Schedule.
3. Payment will be made per each at the contracted unit rate identified in the Bid Schedule.

U. ITEM 00038– TIRES

1. Contractor shall remove, handle and transport all tires from the designated structures that are scheduled for demolition. It is the Contractor's responsibility to deliver tires to a licensed recycling facility.
2. Measurement for payment shall be per each tire removed and disposed of from the designated structures that are scheduled for demolition.
3. The Contractor must provide the CDA with a copy of the required State of North Dakota Scrap Tire Manifest for payment of said bid item.

V. ITEM 00039 – E-WASTE

1. Measurement for payment shall be per each E-Waste removed, handled, transported and disposed of at approved disposal sites.
2. Contractor shall pick up at the designated sites, handle, transport and dispose of all E-Waste at the Contractor's approved disposal site. Contractor must remove, handle, transport and dispose of all E-Waste in accordance with all federal, state and local laws and regulations.
3. Payment will be made per each at the contracted unit rate identified in the Bid Schedule.

W. ITEM 00040 – SLAB REMOVAL (0 TO 499 SQUARE FOOT)

1. Contractor shall remove, handle, transport and dispose of concrete slabs as specified. It shall be noted that it is solely the responsibility of the Contractor to ensure that all items associated with this bid item are disposed of at the appropriate landfill or staging site (if applicable).
2. Measurement for payment shall be per unit.
3. Payment will be made per unit at the contracted unit rate identified in the Bid Schedule.

X. ITEM 00041 – SLAB REMOVAL (500 TO 999 SQUARE FOOT)

1. Contractor shall remove, handle, transport and dispose of concrete slabs as specified. It shall be noted that it is solely the responsibility of the Contractor to

ensure that all items associated with this bid item are disposed of at the appropriate landfill or staging site (if applicable).

2. Measurement for payment shall be per unit.
3. Payment will be made per unit at the contracted unit rate identified in the Bid Schedule.

Y. ITEM 00042 – SLAB REMOVAL (1,000 TO 1,499 SQUARE FOOT)

1. Contractor shall remove, handle, transport and dispose of concrete slabs as specified. It shall be noted that it is solely the responsibility of the Contractor to ensure that all items associated with this bid item are disposed of at the appropriate landfill or staging site (if applicable).
2. Measurement for payment shall be per unit.
3. Payment will be made per unit at the contracted unit rate identified in the Bid Schedule.

Z. ITEM 00043 – SLAB REMOVAL (1,500 TO 1,999 SQUARE FOOT)

1. Contractor shall remove, handle, transport and dispose of concrete slabs as specified. It shall be noted that it is solely the responsibility of the Contractor to ensure that all items associated with this bid item are disposed of at the appropriate landfill or staging site (if applicable).
2. Measurement for payment shall be per unit.
3. Payment will be made per unit at the contracted unit rate identified in the Bid Schedule.

AA. ITEM 00044 – SLAB REMOVAL (2,000 TO 2,499 SQUARE FOOT)

1. Contractor shall remove, handle, transport and dispose of concrete slabs as specified. It shall be noted that it is solely the responsibility of the Contractor to ensure that all items associated with this bid item are disposed of at the appropriate landfill or staging site (if applicable).
2. Measurement for payment shall be per unit.
3. Payment will be made per unit at the contracted unit rate identified in the Bid Schedule.

AB. ITEM 00045 – SLAB REMOVAL (2,500 TO 2,999 SQUARE FOOT)

1. Contractor shall remove, handle, transport and dispose of concrete slabs as specified. It shall be noted that it is solely the responsibility of the Contractor to

ensure that all items associated with this bid item are disposed of at the appropriate landfill or staging site (if applicable).

2. Measurement for payment shall be per unit.
3. Payment will be made per unit at the contracted unit rate identified in the Bid Schedule.

AC. ITEM 00046 – SLAB REMOVAL (3,000 TO 3,999 SQUARE FOOT)

1. Contractor shall remove, handle, transport and dispose of concrete slabs as specified. It shall be noted that it is solely the responsibility of the Contractor to ensure that all items associated with this bid item are disposed of at the appropriate landfill or staging site (if applicable).
2. Measurement for payment shall be per unit.
3. Payment will be made per unit at the contracted unit rate identified in the Bid Schedule.

AD. ITEM 00047 – SLAB REMOVAL (OVER 4,000 SQUARE FOOT)

1. Contractor shall remove, handle, transport and dispose of concrete slabs as specified. It shall be noted that it is solely the responsibility of the Contractor to ensure that all items associated with this bid item are disposed of at the appropriate landfill or staging site (if applicable).
2. Measurement for payment shall be per unit.
3. Payment will be made per unit at the contracted unit rate identified in the Bid Schedule.

END OF SECTION

SECTION 02 41 00

DEMOLITION AND DEBRIS REMOVAL, TRANSPORTATION AND DISPOSAL

PART 1: GENERAL

1.01 PROJECT DESCRIPTION

- A. The Owner desires to demolish designated stick built structures and to remove and dispose of resultant and flood generated debris. Such debris may include construction and demolition debris, household hazardous waste, hazardous and toxic waste, petroleum products, electronic wastes, ozone depleting substances, white goods, small gasoline motorized equipment, loose vegetative debris, leaning trees and trees with hanging limbs, etc. All work performed under this Project/Contract shall be coordinated, supervised and monitored by the Engineer.

1.02 GENERAL REQUIREMENTS

- A. The demolition and debris removal, transportation and disposal work included in the Contract Documents shall be completed by September 15, 2013.
- B. The Contractor and/or the Subcontractor performing the demolition of structures must have a North Dakota Contractors License to perform demolition and ACM removal.
- C. All personnel on site must have the applicable federal and state licenses and certifications to perform ACM, HHW, HTW and Freon removal, extractions and inspections.
- D. A daily tailgate safety meeting shall be conducted each morning prior to each day's activities. The daily safety meeting shall include the hazards expected with each day's activities and the mitigation measures for each hazard shall be discussed. The Contractor Safety Plan may be referenced for mitigation measures and shall include the signatures of all in attendance.
- E. The site superintendents shall meet with the Engineer once weekly in the Engineer's office or at a designated location.

1.03 DEMOLITION

- A. The work shall consist of structural demolition and demolition debris removal. The scope of demolition will include the demolition of City-owned structures and the removal, transportation and disposal of the demolition debris in accordance with all applicable federal, state and local regulations governing demolition and the demolition of structures containing hazardous substances. Structures may include ancillary detached structures.
- B. It shall be the responsibility of the Contractor to determine if a structure identified for demolition has been issued is safe enough to have its employees and or Subcontractors enter to remove waste debris items such as HHW, HTW, petroleum products, E-Wastes, Ozone Depleting Substances, White Goods, small gasoline powered motorized equipment, etc. prior to the start of demolition.

- C. The use of explosives is prohibited.
- D. Demolition shall not begin on structures without the Engineer present. The Contractor shall check the structures immediately prior to demolition to insure that the properties are vacated.

1.04 DECOMMISSIONING OF HAZARDOUS SUBSTANCES AND OTHER WASTE

- A. The work shall include the hazardous substance decommissioning of structures prior to or during demolition. Such decommissioning, removal, handling, and transportation of hazardous substances to the Contractor's approved disposal site of choice shall be performed in accordance with all applicable federal, state and local regulations and laws. Hazardous substances to be decommissioned shall include, but not be limited to: asbestos, HHW, HTW, Petroleum Products, E-Waste, Ozone Depleting Substances, White Goods and Small Motorized Equipment.
- B. The Contractor will conduct ACM inspections if necessary and if feasible in accordance with the latest North Dakota's Regulations and Protocols.

1.05 CONSTRUCTION AND DEMOLITION DEBRIS AND LOOSE VEGETATIVE DEBRIS REMOVAL, TRANSPORTATION, AND DISPOSAL

- A. The work shall include the removal of construction and demolition and loose vegetative debris from private property as specified on the Work Order. Such work shall include the removal, transportation and disposal of this debris in accordance with all applicable federal, state and local regulations and laws governing same.
- B. The structures and contents are considered to have no salvage value.

1.06 DAMAGE

- A. The Contractor shall repair all roadways, sidewalks, utilities, drainage structures and other features not designated for demolition or removal, which are damaged by Contractor operations. This will include re-sloping damaged surfaces to original grade. It shall be duly noted that concrete slabs, sidewalks, structural foundations and piers/pilings attached to the ground which ARE EXCLUDED from the scope of this work shall not be demolished or damaged.

1.07 PERFORMANCE

- A. The Contractor shall be expected to demolish and remove debris from approximately zero to twenty (0-20) houses per day

1.08 MOBILIZATION AND DEMOBILIZATION

- A. Mobilization shall consist of all preparatory work and operations, including those necessary for movement of personnel, equipment, supplies and incidentals to and from the project sites, installing and maintaining temporary roads and drainage structures needed to access the project sites, the costs of bonds, required insurance and all other pre

and post construction expenses necessary to perform this work. It shall be duly noted such expenses are the sole responsibility of the Contractor.

- B. Demobilization shall consist of removing all signs of temporary facilities, work areas, structures, or temporary structures, stockpiles of excess waste materials, or any other vestiges of the work of this contract at each site. Restoration to original contours will generally not be required, unless specifically directed by the CDA. However, all restored areas shall be smoothly and evenly dressed. Street signs shall be returned to pre-existing location and condition following completion of the work at each site. It shall be duly noted such expenses are the sole responsibility of the Contractor.

1.09 STAGING AND DISPOSAL SITES

- A. The Contractor is responsible to negotiate and secure contracts for all sites and site access for staging areas and loading. All work shall be coordinated with adjacent landowners throughout the project duration. All infrastructure, facilities and property affected by site access and staging shall be restored to their original condition. Contractor shall video tape and photograph all staging areas prior to mobilization to assure proper restoration as well as furnish the Engineer with copies of all video tapes and pictures.
- B. The Contractor shall be responsible for the segregation of debris to facilitate disposal in approved sites. The Contractor is responsible for all tipping fees and disposal costs and shall provide proof of a contract or an account with all of the landfills which he designates for disposal under this contract. The Contractor is responsible for providing an approved area for truck and equipment inspections.

PART 2: SUBMITTALS

2.01 CONTRACTOR SAFETY PLAN

- A. The Contractor shall submit a Contractor Safety Plan in accordance with the 2003 edition of EM 385-1-1, Safety and health Requirements Manual. The plan shall address decommissioning of hazardous materials tasks, hazards, and mitigation measures for review and approval prior to implementation of any decommissioning. One copy of the completed Contractor Safety Plan shall be provided to the Engineer within three (3) working days of Contract award. This plan must be reviewed by the Engineer prior to the commencement of any work.

2.02 CONTRACTOR DECOMMISSIONING AND DEMOLITION PLAN

- A. The Contractor shall develop a Decommissioning and Demolition Plan for the decommissioning of structures to be demolished, that shall be in accordance with all local, state and federal requirements. The Decommissioning and Demolition Plan's components shall address, but not be limited to the following items: decommission inspections; inspector qualifications and training; evaluation of structures for the presence of regulated and hazardous substances and materials; hazardous material removal; and transport and disposal of decommissioned and demolition waste (Waste Disposal Plan).
- B. As part of the Decommissioning and Demolition Plan, the Contractor shall submit a Contractor Safety Plan in accordance with the 2003 edition of EM 385-1-1, Safety and health Requirements Manual. The plan shall address decommissioning of hazardous

materials tasks, hazards, and mitigation measures for review and approval prior to implementation of any decommissioning.

- C. One copy of the completed Decommissioning and Demolition Plan, including the Contractor Safety Plan, shall be provided to the Engineer within five (5) working days of Contract award. This plan must be reviewed by the Engineer prior to the commencement of any work.

2.03 DAILY OPERATIONAL REPORT

- A. The Contractor shall submit daily operational reports. A separate operational report is required for each site. Discrepancies between the daily operational report and corresponding load tickets shall be reconciled no later than the following day. In addition to that shown on the daily operational report, the Contractor shall include a narrative on any significant activities occurring each day including but not limited to verbal instructions, changes, clarifications, safety mishaps, near misses, or successes. The Contractor shall include in the daily operational report the structures demolished that day, including building ID and address. Before and after photographs of all structures demolished shall be submitted for the respective Pre-demolition or Post-demolition checklist.

2.04 WORK SCHEDULE

- A. The Contractor shall provide a work schedule including a time line for each site. The work schedule shall include number of hours per day and days of week the Contractor anticipates working.

2.05 PERMITS AND LICENSES

- A. Five (5) calendar days after Notice of Award and prior to commencing the work, the Contractor shall submit to the Engineer a schedule of and copies of all permits and licenses required to complete the work.

PART 3: EQUIPMENT AND MATERIALS

3.01 GENERAL

- A. All trucks and other equipment shall be in compliance with all applicable federal, state and local laws and regulations.
- B. Trucks or equipment, which is designated for use under this contract, shall not be used for any other work during the working hours of this contract.

3.02 TRUCKS

- A. All trucks and other equipment shall be equipped with back up alarms. Any truck used to haul debris shall be covered with a tarp while hauling debris, and shall be capable of

rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and shall not extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the Engineer. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. Plastic webbing is not acceptable for use as a tailgate. All hauling equipment shall be measured and marked, and certified for its load capacity by the Engineer or the designated representative. The Contractor shall inspect all equipment prior to use and ensure all loads are covered prior to departing demolition the site in accordance with all applicable federal, state and local regulations and laws governing same. All vehicles must have a fully charged fire extinguisher and all trailers, dump beds and containers must have a tarp over the debris prior to receiving a load ticket. Debris must not exceed eighteen inches over the top of the bed sides.

- B. Trucks designated for use under this contract shall be equipped with two signs (adhesive placards), one attached to each side. Magnetic signs are not permissible. The Contractor shall provide these signs. Each truck or trailer shall be certified after being inspected and shall contain a placard that will be numbered and clearly display identification information with permanent marking.

3.03 LOADING EQUIPMENT

- A. Loading equipment shall have street tracks and wheels to operate on the street/road using buckets and/or boom and grapple devices to remove and load the debris.

PART 4: ENVIRONMENTAL PROTECTION, HISTORIC PRESERVATION, PROTECTION OF PROPERTY AND RESTORATION

4.01 GENERAL

- A. For the purpose of this Contract, environmental protection is defined as the retention of the environment in its natural state to the greatest extent possible during execution of this Contract. Environmental protection requires consideration of air, water and land and involves noise and solid waste management, as well as other pollutants. The Contractor and its Subcontractors shall incorporate appropriate measures to manage environmental pollution arising from the demolition and debris/waste removal activities in performance of this Contract in accordance with all local, state, and federal regulations.
- B. The Contractor will address potential asbestos containing materials using Best Management Practices to the maximum extent practical, for the purpose of: (1) conformance with all local, state and federal requirements and (2) removal of appropriate ACM, and (3) classifying the waste stream resulting from demolition as construction and demolition (C&D).

4.02 HISTORICAL AND ARCHAEOLOGICAL CONCERNS OR RESOURCES

- A. The Contractor shall not remove or disturb any historical, archeological, architectural or cultural artifacts relic remains or objects. All items having any apparent historical or archeological interests, which are discovered shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and immediately report to the Engineer.

4.03 HAZARDOUS AND SENSITIVE MATERIALS

- A. The Contractor shall not remove or disturb any human remains. If human remains are encountered during removal activities, all work at that site shall be stopped. The Contractor shall immediately notify the Engineer.
- B. If the Contractor encounters animal remains, the remains shall be secured onsite and work may continue. The Contractor shall immediately notify the Engineer.
- C. If the Contractor encounters ammunition, weapons, or explosives during project activities, all work shall be stopped in the adjacent area. The Contractor shall immediately notify the Engineer.

4.04 VALUABLES

- A. Valuables may include jewelry, cash, safes, and other items of monetary or sentimental value. Under no circumstance shall the Contractor, Subcontractors or employees keep any found items for souvenirs or other uses. If the Contractor encounters valuables, such items shall be secured onsite and work may continue. The Contractor shall immediately notify the Engineer.

4.05 HOUSEHOLD HAZARDOUS WASTE (HHW)

- A. Household Hazardous Waste is excluded from the definition of Hazardous Waste and therefore does not require the same collection or handling procedures as Hazardous Waste. Examples of HHW include, but are not limited to: batteries, waste oil, waste fuels, paint, chemicals, antifreeze, pesticides, spray cans, unidentified liquids, and household cleaners. HHW shall be segregated on site and disposed of in a proper landfill. The Contractor's personnel who will handle HHW materials shall be appropriately trained.

4.06 HAZARDOUS AND TOXIC WASTES (HTW)

- A. Hazardous and Toxic Wastes assessments of structures to be demolished will have been accomplished by others as part of the Work Order process. If suspected HTW materials are found by the Contractor (i.e. – 55-gallon drum of unknown material), they shall be immediately identified and report to the Engineer, so a determination as to the disposition of the material can be made. The Contractor's personnel who will handle HTW materials shall be appropriately trained and shall have the required accreditations.

4.07 PETROLEUM PRODUCTS

- A. All storage tanks containing gasoline, diesel, propane or other petrochemical products shall be pumped or drained prior to the tank being moved, in coordination with appropriate federal, state, and local laws and regulations. Portable storage containers (oil

cans, gas cans, etc.) containing these products shall be segregated and disposed of in an appropriate manner. The Contractor's personnel who will handle HHW materials shall be appropriately trained.

4.08 E-WASTES

- A. E-Waste products shall be segregated on site and disposed of in an appropriate manner. Examples of E-Waste include, but are not limited to: computers, televisions, radios, VCR's, stereos, copiers, fax machines, and other common electronic products.

4.09 OZONE DEPLETING SUBSTANCES

- A. If in the process of demolition, items containing ozone depleting substances are identified (white goods and HVAC require recycling Freon); the Contractor shall handle them in such a manner to minimize opportunities to allow the ozone depleting substances to escape.

4.10 WHITE GOODS

- A. All white goods shall be removed from the structure during demolition, and shall be segregated on site and transported to the Contractor's approved recycling site.

4.11 SMALL GASOLINE MOTORIZED EQUIPMENT

- A. Small gasoline motorized items including lawn mowers, generators and other small lawn-care equipment such as, but not limited to edgers, weed eaters, chain saws, pole saws, etc., shall be segregated on site and transported to the Contractor's approved disposal site.

PART 5: EXECUTION OF THE WORK

5.01 DEMOLITION SERVICES

- A. Prior to demolition at each site, the Contractor shall complete the pre-demolition checklist. A minimum of four digital photographs of each structure to be demolished on the site shall be included with each checklist. The Engineer shall approve each checklist prior to the Contractor beginning demolition at each site.
- B. Prior to the start of demolition of each structure, the Contractor shall cordon-off the work zone with caution tape, and ensure that it is effectively delineated to prevent access by unauthorized personnel. All personnel within the work zone shall have the required accreditations.
- C. If decommissioning of hazardous materials is required, the Contractor shall complete removal of hazardous substance waste streams in no more than two work days upon issuance of a Work Order, unless the Engineer provides written authorization for increased work durations. ACM removal crew size and composition shall be included in the Contractor's Waste Disposal Plan and submitted with their Bid.
- D. The demolition work also includes disconnecting all utilities, capping water lines, and plugging sewer taps or pipes to sewer systems in accordance with local requirements.

Disconnection of all utilities shall be coordinated by the Contractor with the appropriate local service providers. For locating and marking the locations of underground utilities, the Contractor shall coordinate with the appropriate local service providers. The Contractor shall contact the local utility companies prior to commencing work to coordinate termination of gas, water, electric, phone cable TV, and any other utility services to the nearest acceptable point. Sewer taps shall be plugged with screw type expanding plug inserts or other means approved by the local sewer authority, to prevent intrusion of ground water into the existing sewer system. Septic tanks encountered shall be removed. All water service line caps shall be tested for leaks prior to backfilling. The CDA shall observe testing and sewer line capping prior to backfilling. All sewer and water service cut and capping shall be performed by a North Dakota Licensed Master Plumber. The Contractor shall be responsible for the repair of utilities damaged as the result of his negligence. The Contractor will not be liable for any preexisting damage to utilities.

- E. The Contractor is responsible for the complete demolition and removal of all structures listed in the Work Order, and shall include the existing foundations, piers, and/or slabs.
- F. Basements, or crawl spaces located on properties cleared for demolition, shall be excavated and concrete shall be removed.

5.02 REMOVING THE DEBRIS/WASTE

- A. Debris under this contract consists of demolition debris generated from the demolition of city owned structures, and also general debris left on the property by the flood. Prior to debris removal, the Engineer shall determine which debris on the property shall be removed.
- B. Once demolition on a structure starts, it shall be completed and the demolition debris removed from the property that same day. Debris and other waste shall be taken off site throughout the demolition process. The Contractor shall not allow debris to accumulate during demolition.
- C. Debris and rubbish including, but not limited to, trash, metal, plastic, and glass, shall be removed from within the footprint of the structure to be demolished. The foundation of the structure shall be swept clean of potentially harmful debris.
- D. During the removing and loading of debris, the Contractor shall control the amount of dust resulting from the work to prevent the spread of dust to occupied areas near the site and to avoid the creation of a nuisance in the surrounding area. Use water misting, if necessary, to control dust and inhibit potentially harmful emissions from becoming airborne. Use appropriate misting nozzles to apply water to the debris. Fire hydrants shall not be used for water misting without the express written consent of the Owner. Acquisition and supply of water shall be the responsibility of the Contractor. While the Contractor shall implement engineering controls (e.g. wetting) to maintain no visible emissions criteria during project activities, the Contractor shall also manage surface water runoff for compliance with applicable federal, state, and local requirements.
- E. Under no circumstances shall the Contractor mix debris hauled for others with debris hauled under this Contract.

- F. During and following the removal and loading of debris, the Contractor shall, by sweeping or other method, remove from the streets, alleys, and sidewalks, all dirt, mud, nails, glass, and debris resulting from its operations.

5.03 TRANSPORTING AND DISPOSING OF THE DEBRIS/WASTE

- A. The Contractor shall provide means for hauling debris and waste from the work site to the designated disposal facilities included in the Contractor's Waste Disposal Plan. The Contractor may store loaded trucks and containers overnight, however, it shall be the responsibility of the contractor to assure that same are covered by an additional tarp and are sealed tightly by binding straps and shall have any required warning placards displayed in accordance with all applicable regulations. Equipment and trucks will not be allowed to park over-night on any streets within the City of Minot.
- B. The Contractor shall transport and dump debris and waste at the appropriate disposal facility. Debris shall be transported in a manner that prevents spillage on streets or adjacent areas. Transportation of all debris shall be in compliance with all applicable federal, state and local regulations and laws governing same.

END OF SECTION

SECTION 02 82 00
ASBESTOS REMOVAL

PART 1: GENERAL

1.01 SUMMARY

- A. The Contractor shall adhere to all local, state, and federal rules, laws, and regulations and protocol with regard to asbestos removal during the execution of the work specified in these Contract Documents. The Contractor is encouraged to fully understand all the rules and regulations established by applicable regulatory agencies regarding the management, handling, removal, and disposal of asbestos when demolishing structures and basements and conducting all other work associated with this Contract.

SECTION 1200 – TEMPORARY EROSION AND SEDIMENT CONTROL

TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 – GENERAL

1.01 Section Summary

- A. Temporary erosion and sedimentation control devices and techniques.

1.02 Related Sections

- A. Section 1800 – Excavation and Embankment
- B. Section 3700 – Lawns and Grasses

1.03 References

- A. North Dakota Department of Transportation "Standard Specification for Road and Bridge Construction" 2008 Edition, As Revised.
 - 1. Section 708.02 – Seeding, Sodding, and Mulching
 - 2. Section 708.03 – Erosion Control Blanket and Turf Reinforcement Mat
 - 3. Section 708.04 – Riprap and Aggregate Cushion
 - 4. Section 708.05 – Fabric Formed Slope Protection
 - 5. Section 708.07 – Silt Fence
 - 6. Section 708.08 – Fiber Rolls
 - 7. Section 708.09 – Floating Silt Curtain
 - 8. Section 708.10 – Stabilized Construction Access
 - 9. Section 709 – Geotextile Fabrics
 - 10. Section 856 – Erosion Control Blanket and Turf Reinforcement Fabric.

1.04 Submittals

- A. Erosion Control Plans
 - 1. Temporary Erosion Control Plan for use during construction activities.
 - 2. Permanent Erosion Control Plan for site restoration after construction activities.

3. Storm Water Pollution Prevention Plan (SWPPP)
4. "Notice of Intent to Obtain Coverage Under NDPDES General Permit for Storm Water Discharge Associated with Construction Activity" (NOI).

1.05 Permits

A. NDPDES General Permit

1. Contractor shall acquire and maintain a NDPDES permit from the North Dakota Department of Health. The Contractor shall pay all fees associated with acquiring and maintaining the permit.

1.06 Sequencing and Scheduling

- A. Before starting any grading or construction activities, submit for approval all items listed in 1.04 of this Section and all permits listed in 1.05 of this Section.
- B. All temporary erosion control devices shall be installed before any construction may begin and shall remain in place and be maintained at all times, at the Contractor's expense.
- C. Permanent erosion control shall be installed as soon as construction shall allow.
- D. The Contractor is responsible for establishing permanent turf to avoid excessive soil erosion and for installation of landscaping and final project site stabilization.

PART 2 – PRODUCTS

2.01 Silt Fence

- A. Pre-fabricated silt fence will not be permitted. Any other variations in materials and/or devices shall be approved by the Engineer.
- B. Posts: Conform to NDDOT Spec 708.07.B1
 1. Wood
 - a. Length: Minimum 6 foot Green treated.
 - b. Width: 2 inch diameter round or 1-1/2 x 1-1/2 inch
 2. Steel
 - a. Length: Minimum 5 foot with projections for fastening wire or fabric and steel plate welded to bottom for extra support.

- b. Minimum weight of 1.3lb/LF
 - C. Fabric: Conform to NDDOT Spec 708.07.B3
 - 1. Minimum width of 36 inches
 - a. For specific properties conform to Table 1 in NDDOT Spec 708.07.B3
 - b. Monofilament Geotextile fabric shall be used when possible.
- 2.02 Stabilized Construction Access
 - A. Aggregate
 - 1. Washed rock or woodchips.
 - B. Geotextile Fabric
 - 1. Meet the requirements for R1 fabric according to NDDOT Spec Section 858.
- 2.03 Storm Drain Inlet Protection
 - A. Fiber Rolls
 - 1. 6 inch fiber rolls, minimum.
 - B. Sand Bags
 - C. Road Drain: Manufacturer: Wimco, LLC or approved equal.
 - D. Straw Bales
- 2.04 Ditch Checks and Velocity Checks
 - A. Silt Fence: Supported and Unsupported
 - B. Straw Bales
 - C. Fiber Rolls
- 2.05 Erosion Control Blanket
 - A. Shall meet the requirements of the type specified on the Plans, as detailed in NDDOT Spec Section 856, Table 856-1.
- 2.06 Dust Control
 - A. Water: free of any material which impedes flow through spraying device.

2.07 Temporary Cover Crop

A. Seed

1. Use NDDOT seed mix Class IV in all areas except for high maintenance areas where winter wheat shall be omitted and replaced with an equal amount of Rye seed by weight.

B. Cover Material

1. Conform to NDDOT Spec Section 708.02B3

PART 3 – EXECUTION

3.01 General

A. Conform to NDDOT Spec Section 708 except as modified herein:

1. Where not specifically stated, use Best Management Practices (BMPs) at a minimum
2. Only clear and grub, disturb, or grade areas necessary for construction.

B. Contractor shall inspect, maintain, and repair all erosion control devices after each rainfall greater than .5 inch and at a minimum once every week.

3.02 Installation

A. Silt Fence: Conform to NDDOT Spec 708.07

1. Bury bottom of silt fence a minimum of 6 inches, in a "J" configuration. The trench on the upstream side shall be filled with soil and compacted.
2. Splices shall only be at support posts and shall be 18 inches in overlap.
3. Posts shall be 4 feet apart and driven to a minimum of 20 inches into the ground. Depth shall be increased to 24 inches if on a slope 3:1 or greater.
4. Attach Geotextile fabric to posts with staples, wire, nails, or in accordance with manufactures specifications.
5. Silt fences should be continuous and transverse to flow and shall be placed so water cannot flow around the edge.

B. Stabilized Construction Access: Conform to NDDOT Spec 708.10

1. If an access is constructed that restricts flow through a ditch, the Contractor shall determine the length and size of culvert needed to meet the conditions.
2. If an access is constructed where topsoil exists, the topsoil shall be stripped before construction and replaced and reseeded after construction.

C. Storm Drain Inlet Protection

1. Fiber Rolls

- a. Fiber Rolls: Each roll shall be overlapped by 1 foot minimum and tied tightly together. Fiber rolls shall be trenched and staked according to Manufactures specifications.
- b. Use 6 inch rolls for drop inlets and sheet flows down backslopes and foreslopes. Use 12 inch and 20 inch rolls in ditch bottoms, pipe inlets, and at the edge of right of way.
- c. 2 inch x 2 inch stakes should be used to secure fiber rolls, angled such that the force of water would rotate the stakes vertically. Secure stakes a minimum of 1 foot in the ground.

2. Sand Bags

- a. Fill sand bags and secure ends so sand will not escape.
- b. Place sand bags around inlet on all sides no closer than 1 foot from the inlet.

3. Road Drains

- a. Insert into catch basin as detailed in Manufacture's specifications. Inlet grate shall be able to be inserted over top of the device.

4. Straw Bales

- a. Bales must be tied together to prevent gaps in protection. Also, they must be secured in place to avoid being displaced.
 1. Bales are not allowed in street sections for inlet protection.

5. Silt Box

- a. Silt box shall be constructed around the catch basin so that water must be filtered through the fabric.

D. Ditch Checks and Velocity Checks

1. Silt Fence

- a. Conform to the requirements of 3.02A of this Section.
- b. In high flow, high velocity situations, supported silt fence may be used. The mesh must be a minimum of 32 inches above the ground and have a maximum opening size of 6 inches x 6 inches. The wire shall be 14 gage and grade 60 and shall conform to ASTM A 116, Class 1 zinc coating for wire.
- c. Straw bales may also be used in conjunction with silt fence for ditch and velocity checks.

2. Straw Bales

- a. Bales must be packed tightly together to avoid gaps in protection.
- b. Each bale must have 2 – 1 1/2" x 1 1/2" x 3' stakes through each bale to secure them in place. Each stake must be driven into the ground a minimum of 18 inches.

3. Fiber Rolls

- a. Conform to the requirements of 3.02C1 of this Section.

D. Erosion Control Blanket

1. All Erosion Control Blankets and Type 1 Turf Reinforcement Mat:

- a. The area to be covered should be properly prepared and seeded before the blanket is applied. All rocks and clods over 1-1/2 inches in diameter, and all sticks and other foreign material shall be removed.

2. Type 2 Turf Reinforcement Mat

- a. Conform to NDDOT Spec Section 708.03C2

E. Dust Control

- 1. Contractor shall apply water to areas where dust is being generated due to construction activities. The Contractor shall apply water as directed by the Engineer.

F. Temporary Cover Crop

1. Seed

- a. Conform to NDDOT Spec Section 708.02C1
2. Cover Material
 - a. Conform to NDDOT Spec Section 708.02C3-5

3.03 Maintenance

- A. Conform to NDDOT Spec Section 708 for maintenance information, and as follows:
 1. The Contractor is responsible for inspection, maintenance, and repair of any washouts or accumulations of sediment that occur as a result of the grading or construction.
 2. Inspection of all erosion control devices shall occur within 24 hours after a rainfall event of .5 inches or greater. At a minimum, one inspection per week must be conducted.
 - a. An inspection report shall be given to the engineer after every inspection.
 3. Immediately remove any material that has been deposited onto public roadways. Remove all sediment within 24 hours.
 4. Damage from the elements, Contractor's operation, or negligence shall be repaired at the Contractor's expense. Repair must be made before final acceptance.

3.04 Measurement and Payment

- A. Bid Items have been provided for temporary erosion control measures and devices. Payment at the Bid Unit Price will be considered compensation in full for all work necessary to complete the Bid Item in full, including installation, maintenance, sediment removal, repairs, and removals.
 1. Silt Fence: Measurement will be made by linear foot (LF) of material specified on the plans.
 2. Stabilized Construction Entrance: Measurement will be made by each (EA) entrance installed.
 3. Storm Drain Inlet Protection: Measurement will be made by each (EA) inlet protection installed.
 4. Erosion Control Blanket and Turf Reinforcement Mat: Measurement will be made by the square yard (SY) for each type of material specified on the plans.

5. Ditch Check: Measurement shall be by the lineal foot (LF) for the type of ditch check specified on the Plan.
 6. Velocity Check: Measurement shall be by the lineal foot (LF) for the type of velocity check specified on the Plan.
 7. Dust Control: Measurements shall be based on units of M (1000) gallons (MGAL).
 8. Temporary Cover Crop: Measurements will be made by the acre (Ac), and shall include seeding, cover crop, and soil preparation.
- B. All other work and costs of this Section shall be incidental to the Project.

END OF SECTION

SECTION 1800 – EXCAVATION AND EMBANKMENT

EXCAVATION AND EMBANKMENT

PART 1 – GENERAL

1.01 Section Summary

- A. This section includes excavation, haul, placement and compaction of embankment materials.
- B. General excavation of ponds, channels, and other areas.

1.02 Related Sections

- A. Section 1500 – Removals
- B. Section 1600 – Project Site Clearing
- C. Section 1900 – Subgrade Preparation
- D. Section 2000 – Trench Excavation and Backfill

1.03 References

- A. North Dakota Department of Transportation "Standard Specification for Road and Bridge Construction" 2008 Edition, As Revised.

1.04 Submittals

- A. Gradation test results
- B. Compaction test results
- C. Geotextile Fabric sample

1.05 Definitions

- A. Common Excavation: Shall include all excavations not otherwise classified.
- B. Muck Excavation: Muck excavation shall include materials that are organic in nature and unsuitable for embankment material.
- C. Borrow Excavation: Borrow excavation shall include materials obtained from locations outside of the Right of Way.
- D. Subgrade: Top of the surface underneath the class 5 or subbase layer.

PART 2 – PRODUCTS

2.01 Soil Materials

- A. Embankment and Fill: Soil that is free of organic materials, frozen clumps, and large rocks. Also, the soil must be compactable to support the roadway above.
- B. Granular Borrow: Any pit run or crusher run material that is graded from course to fine such that the portion passing the #200 sieve divided by the portion passing the 1 inch sieve may not exceed 10 percent by mass.

2.02 Geotextile Fabric

- A. Conform to NDDOT Spec Section 858.01 Type R1 woven

PART3 – EXECUTION

3.01 General Construction Requirements

- A. Conform to NDDOT Spec Section 203.02F & G
- B. Contractor shall be responsible for locating and coordinating all utility relocations due to construction.
- C. Before any construction activities begin, erosion control must be in place.
- D. Strip and stockpile all topsoil to be used for restoration purposes.
- E. Prior to placement of the embankment material, the site must be reviewed by the Engineer.

3.02 Excavation

- A. Perform excavations to line, grade, cross section, and contours as detailed in the plans or as directed by the Engineer.
- B. If unsuitable materials are discovered, these materials will be excavated and removed at the direction of the Engineer. Excess common excavation shall be used as backfill unless directed otherwise by the Engineer. If the Contractor proceeds without the direction of the Engineer, all work and material to restore the roadbed to the proper grade will be at the Contractor's Expense.
- C. Protect the subgrade from weather events. Provide drainage away from the excavation to prevent washouts and damage to the subgrade.
- D. Remove all large rocks that are within 12 inches of the subgrade.

3.03 Compacting Embankments

- A. Place soil in layers not to exceed 6 inches. Place layers evenly to provide for uniform compaction.
- B. All embankments shall be compacted by specified density method:
 - 1. Under areas with proposed paved or structural improvements: 100% Standard Proctor from the proposed pavement subgrade elevation down 1 foot.
 - 2. 95% Standard Proctor from the bottom of the excavation up to 1 foot below the subgrade elevation. Moisture content shall be within \pm 3% of optimum.
 - 3. 95% Standard Proctor for areas with no paved or structural improvements. Moisture content shall be within \pm 3% of optimum.

3.04 Field Quality Control

- A. Engineer shall engage a qualified independent testing laboratory to perform geotechnical testing.
- B. Contractor shall assist the testing agency in performing field tests.
- C. If testing agency reports failing tests, Contractor shall correct the deficiencies until specified compaction is obtained.
- D. The minimum amount of testing must be completed as detailed in Section 600 – Project Testing Requirements.
- E. Before placement of granular base, subgrade will be checked by the Engineer.
 - 1. A tolerance of 0.04 feet above or below the finished subgrade elevation will be allowed.

3.05 Geotextile Fabric Installation

- A. Prepare subgrade in conformance with Section 1900 – Subgrade Preparation before Geotextile is installed.
- B. Conform to the NDDOT Spec Section 709.03A & E except as modified herein:
 - 1. The first lift of aggregate applied above the fabric shall be a minimum of 8 inches.
 - 2. Metal pins will be allowed in lieu of stitching.

3. Minimum overlap shall be 30 inches.

3.06 Measurement and Payment

- A. Common Excavation: Shall be measured by the cubic yard (CY) and will include all labor and costs to excavate, load, haul, place and dispose of materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.
- B. Muck Excavation: Shall be measured by the cubic yard (CY) and will include all labor and costs to excavate, load, haul and dispose of materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.
- C. Common Borrow: Shall be measured by the cubic yard (CY) compacted and will include all labor and costs to excavate, load, haul, and place the materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.
- D. Granular Borrow: Shall be measured by the cubic yard (CY) compacted and will include all labor and costs to excavate, load, haul, and place the materials. The Engineer will cross section the original material and final cut and the average end area will be used to compute the volume excavated.
- E. Geotextile Fabric: Shall be measured by the square yard (SY) and shall include all costs for placement. No payment for overlap shall be made.
- F. All other work and costs of this Section shall be incidental to the Project.

END OF SECTION

SECTION 3700 – LAWNS AND GRASSES

LAWNS AND GRASSES

PART 1 – GENERAL

1.01 Section Summary

- A. Restoration of construction areas using topsoil, seed, mulch, and other materials.

1.02 Related Sections

- A. Section 1200 – Temporary Erosion and Sediment Control.
- B. Section 1800 – Excavation and Embankment.

1.03 References

- A. North Dakota Department of Transportation "Standard Specifications for Road and Bridge Construction," 2008 Edition, as revised.
 - 1. Section 203 – Excavation and Embankment.
 - 2. Section 708 – Erosion Control.
 - 3. Section 856 – Erosion Control Blanket and Turf Reinforcement Mat.

1.04 Submittals

- A. Provide Engineer verification of seed type used on the project.

1.05 Quality Assurance

- A. At the end of the warranty period, a final inspection shall be made to determine areas of insufficient growth of the specified seed type. Areas of insufficient growth shall be re-seeded and established at the sole expense of the Contractor.

PART 2 – PRODUCTS

2.01 Topsoil

- A. Topsoil shall consist of loose, friable, loamy topsoil free of excess acid, alkali, and objectionable amounts of sod. Topsoil shall have demonstrated the growth of healthy crops or grasses.

2.02 Fertilizer

- A. Conform to fertilizer requirements of NDDOT Spec Section 708.02B.1.e. or as modified by the Engineer.

2.03 Seed

- A. Seeding in developed urban areas shall conform to the following mixture:

Class V - Urban Seed Mixture		
Common Name	Bulk Rate lb/acre	% of Mixture Component
Bluegrass - Park	72	60
Ryegrass - Fineleaf Perennial	36	30
Red Fescue, creeping	12	10
Totals	120	100.00

- B. Seeding in areas not regularly maintained shall conform to NDDOT Class II or III seed mixtures as specified on the Plan.

2.04 Sod

- A. Conform to NDDOT Spec Section 708.02B.2

2.05 Mulch

- A. Conform to NDDOT Spec Section 708.02B.3

2.06 Erosion Control Blanket

- A. Conform to NDDOT Spec Section 856.01

PART 3 - EXECUTION

3.01 General

- A. Prior to beginning restoration activities, the Contractor will review the site with the Engineer to determine the extent of restoration to take place.
- B. The Contractor shall notify the Engineer in advance before placing topsoil in the event that the Engineer will have the topsoil tested.
- C. All finish grading activities shall be completed and accepted by the Engineer prior to topsoil placement.

- D. The Contractor shall comply with the seeding dates as stated in the NDDOT Spec. The Contractor assumes full risk is he seeds outside the specified seeding dates. All areas not established or damaged due to erosion resulting from seeding outside the recommend dates shall be repaired at no cost to the Owner.
- E. No seeding shall occur when sustained wind velocities exceed 20 mph, in standing water, or on frozen ground.
- F. Areas of inadequate or non-uniform coverage shall be re-seeded at the Contractor's expense.

3.02 Seedbed Preparation

- A. Conform to NDDOT Spec Section 708.02.C.1 except as modified herein:
 - 1. Topsoil shall be placed 6 inches thick, areas that settle or hold water will be repaired by the Contractor.
 - 2. Unless otherwise stated in the Contract Documents, Type C seedbed preparation shall be used.

3.03 Sowing Seed

- A. Conform to NDDOT Spec Section 708.02.C.1 except as modified herein:
 - 1. A Brillion seeder is an acceptable piece of equipment for sowing seed as long as it places seed at the specified depth and rate and rolls in a single operation.
 - 2. Seed shall be sown at the rate specified.

3.04 Hydro-Mulch

- A. In all urban areas where a manicured lawn will be installed, the seed must be covered with hydro-mulch conforming to NDDOT Spec Section 708.02.C.3.

3.05 Straw Mulch

- A. Conform to NDDOT Spec Section 708.02.C.4

3.06 Sod

- A. Conform to NDDOT Spec Section 708.02.C.2

3.07 Erosion Control Blanket

- A. Shall be installed after the seedbed has been prepared and seeded. The blanket shall be installed according to NDDOT Spec Section 708.03.C.1.

3.08 Measurement and Payment

- A. Seeding: Shall be paid for by the square yard (SY) or by the acre (Ac) for the type and class specified on the Plan. Price shall include all materials and equipment necessary for installation including preparation of seedbed, seed, hydro-mulch, disk anchoring and related activities, and maintenance.
- B. Erosion Control Blanket: Shall be paid for by the square yard (SY) for the type of blanket specified on the Plan. Price shall include all materials and labor necessary for installation including preparation of seedbed, seed, blanket, staples, and maintenance.
- C. Sod: Shall be paid for by the square yard (SY) complete and in place. Price shall include all materials and labor necessary for installation including soil preparation, sod, staking, and maintenance.
- D. Topsoil for Type C Seeding: Shall be paid for by the cubic yard (CY) in its original position in the borrow area or in the hauling unit.
- E. All other work and costs of this Section shall be incidental to the Project.

END OF SECTION