

CITY OF COKATO

2020

BITUMINOUS STREET SEAL COATING PROJECT

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Public Notice
2020 Bituminous Seal Coating Project

Notice is hereby given that the City Council of the City of Cokato, Wright County, Minnesota requests bids for the furnishing and application of approximately 7,512 gallons CRS2 of bituminous materials at a rate of .28 GSY, 468 tons of aggregate and application with coverage for 26,832 sq. yards. (Application of 1/4 - 5/16 pea rock at a rate of 20 lbs. per sq. yard) and rolled a minimum of (3) times. Application of fog seal, CSS1H oil diluted at 50% applied at a rate of .13 per sq. yd. Instructions and forms for submitting bids are available from City Hall at the address below. You may contact Public Works Jeff DeGrote with questions at either 612-280-2666 or jdegrote@cokato.mn.us

Sealed bids will be accepted until 3 p.m., Thursday, April 9th, 2020, at City Hall, 255 Broadway Ave S, PO Box 1030, Cokato, MN, 55321. The bids will be publicly opened and read aloud at this time. No bid may be withdrawn within sixty (60) days after the bids are opened. Bids will be considered and other action taken as necessary at the regular City Council meeting on Monday, April 13, 2020 at 7:00 p.m.

The City reserves the right to reject any or all bids and waive any irregularities in the bids, and further reserves the right to award the contract in the best interests of the City.

Brad Potter
Interim City Administrator

Published: March 20, 2020

Instructions to Bidders

A. General

All proposals shall be submitted on the bid form attached in this project manual. All information requested should be completed, and the proposal signed by an authorized official of the submitting company.

A proposal may be withdrawn if written request is received from the bidder prior to the time of bid opening. Proposals withdrawn may be resubmitted at any time prior to bid opening. Proposals received after the bid opening deadline shall be rejected.

The City of Cokato reserves the right to reject any or all proposals, and to waive any irregularities in the bidding.

B. Qualification of Bidders

The City may request that the bidder submit information necessary to determine that the bidder is adequately prepared to fulfill the contract. Such information may include past performance records, lists of available personnel, plants and equipment, financial statements, or any other pertinent information.

C. Preparation of Proposals

The bidder shall submit the proposal on the bid form attached in this project manual. All requested information shall be completed, including the bidder's best estimate of dates when the work shall be completed. The proposed completion dates will not influence the award of the contract, but will serve as a guide for the City of Cokato as to the expected time frame during which work will be completed. Regardless of the estimated work dates, all work under the contract shall be completed no later than September 30, 2020, unless an extension is otherwise granted by the City of Cokato.

All proposals must be signed by an official authorized to enter into a contract on behalf of the bidding company.

D. Sub-Contractors

The names, addresses, and phone numbers of all sub-contractors, if any, that the bidder intends to utilize on the project shall be listed in the spaces provided on the proposal form. No other sub-contractors shall be used on the project without the written approval of the City of Cokato.

Bids are due to the City of Cokato no later than 3:00 p.m., local time, on Thursday, April 9, 2020. The bids shall be publicly opened and read aloud. Qualified bids shall be presented and a contract, if any, awarded at the regular City Council meeting to be held on Monday, April 13, 2020 at 7:00 p.m. at Cokato City Hall.

Following award of a contract by the City Council, the winning bidder will be notified by City staff. The winning bidder shall execute a contract with the City of Cokato within 14 business days following notification of award.

E. Examination of Site and Documents

Bidders shall examine to their satisfaction quantities of work to be done as determined from the Technical Requirements shown in this project manual. Quantities indicated by the City of Cokato are estimates. Bidders must rely on their own calculations in determining total project costs.

Bidders shall satisfy themselves by a personal examination of the site as to the local conditions affecting the performance of the contract, such as the structure of the ground, the existence of surface and ground water, availability of drainage, obstacles which may be encountered, means of approach to the site, manner of delivery and handling of materials.

The bidder, in submitting a proposal, is deemed to accept all conditions as the same are eventually found to exist and to waive all claim for extra compensation arising from the encountering of unforeseen difficulties except as are expressly provided for herein. Bidders shall also carefully examine the Technical Requirements and Project Area Map before submitting bids on the work to be done. If any bidder contemplating submitting a bid is in doubt as to the true meaning of any part of the Technical Requirements, the Project Area Map, or other proposed contract documents, the bidder may request a clarification in writing.

F. Rejection of Bids

The City of Cokato reserves the right to reject any or all bids or to accept such bid as is in the best interest of the City, in its sole discretion. No bidder may withdraw his bid for at least sixty (60) days after the scheduled closing time for receipt of bids.

G. Interpretation of Estimates

The City's estimate of quantities shown in the Technical Specifications shall be used as the basis of calculation upon which the award of contract will be made, but these quantities are not guaranteed to be accurate and are provided without any liability on the part of the City of Cokato.

H. Delivery of Proposals

All bids shall be placed in a sealed envelope clearly marked as indicated on the Bid Form. Proposals may be mailed or hand-delivered. No bids will be accepted after the time set for receiving them. Sealed bids shall be sent to:

City of Cokato
2020 Bituminous Street Seal Coat Project
255 Broadway Ave S, PO Box 1030
Cokato, MN 55321.

I. Rejection of Proposals

Proposals may be rejected if they show any omission, alteration of the bid form, additions not called for, conditional bids, or alternate bids not specified or irregularities of any kind. Proposals in which the prices are obviously unbalanced may be rejected.

J. Disqualification of Bidders

More than one proposal for the same project from an individual firm, regardless of the type of entity, under the same or different names, will not be considered. Collusion between the bidders will be considered sufficient cause for the rejection of all bids so affected.

Failure on the part of any bidder to carry out previous contracts satisfactorily, or the lack of experience or equipment necessary for the satisfactory completion of the work may be deemed sufficient cause for disqualification.

K. Unit Prices

In case of error in the extension of the prices, the unit bid prices shall govern. The City of Cokato reserves the right to waive any informality in the bids at its sole discretion.

City of Cokato
 Bid Form
 2020 Bituminous Street Seal Coating Project

1. Name: _____

2. Address: _____

3. Telephone: _____

4. Base Bid:

<u>Item</u>	<u>Quantity</u>	Unit Price	Extended Price
7,512 Gallons of Oil CRS-2P Bituminous Material		\$ _____	\$ _____
Aggregate Furnished by Contractor 268 Tons		\$ _____	\$ _____
Aggregate Placed by Contractor 268 Tons 20 lbs. per square yard/rolled a min. of 3 times & Cationic Emulsion Rate at .28 gallons per square yard <u>(1/4 - 5/16 Pea Rock – swept by City)</u>		\$ _____	\$ _____
Fog Seal, CSS1H, diluted 50%, applied at a rate of .13 gallons per square yard		\$ _____	\$ _____
Total		\$ _____	\$ _____

5. Subcontractors (if any):

Name : _____ Address: _____

Phone: _____

6. Equipment Used: _____

7. Previous Experience in this Type of Work: _____

8. References: 1. _____

2. _____

3. _____

9. Proposed Completion Dates: _____

10. By: _____ Date: _____

For: _____

10. Enclose with a performance Bond & Insurance information. Seal and mark the outside of the envelope:

2020 Bituminous Street Seal Coat Project
3 p.m., Thursday, April 9th, 2020

Technical Requirements

A. Technical Specifications

- 1) Governing Specifications: All work done and all materials furnished shall conform to Minnesota Highway Department Specifications 2356, Bituminous Seal Coat, as amended or revised, except as otherwise outlined in these specifications.

- 2) Materials: Bituminous material for the seal coat shall be cationic emulsion, CRS-2P. Aggregate shall be 1/4 to 5/16 pea rock, with an estimated quantity of 7,512 gallons of oil and coverage of approximately 468 ton of aggregate, followed by fog seal, CSS1H oil diluted at a rate of 50% applied at a rate of .13 per square yard meeting MnDot Specification 2355.

- 3) Rate of Application: The rates of application shall be within the following ranges:
 - Aggregate: .20 pounds per square yard
 - Cationic Emulsion: .28 gallons per square yard
 - Fog Seal: .13 gallons per square yard

Contract quantities are estimated as shown on the Project Area Map and accompanying Quantities Schedule.

B. Tests

All tests required in the specifications shall be paid for by the City of Cokato. This does not eliminate the Contractor's responsibility to assist the City by notification of bituminous supply, scale location, and any other related items in advance of the starting time so that adequate control measures can be established.

C. Traffic Control

Construction shall be conducted in a manner to cause the least interruption to traffic. The Contractor shall be required to furnish all barricades, signs, flashers, and flag staff necessary to keep traffic off the newly sealed streets until the aggregate has been rolled and the seal coat cured.

D. Method of Measurement and Payment

The Contractor shall furnish scale tickets for aggregate and bituminous materials supplied. Aggregate shall be hauled to the City prior to beginning work and stockpiled in a manner that will keep it separate from the City's stockpiles. In addition, a bill of lading will also be provided to the City.

E. Equipment

Prior to ordering bituminous material for application, the Contractor shall show the City that all equipment necessary to do the work is in good repair and capable of operating properly.

F. Scope of Project

This project consists of seal coating the described streets shown on the Project Area map. The City retains the right to delete any street or streets without the unit price affected by the deletion.

G. Sweeping

The Contractor shall make sure that all the streets are clean. If sweeping is required the Contractor shall do the necessary work.

The City will sweep the excess aggregate from the streets.

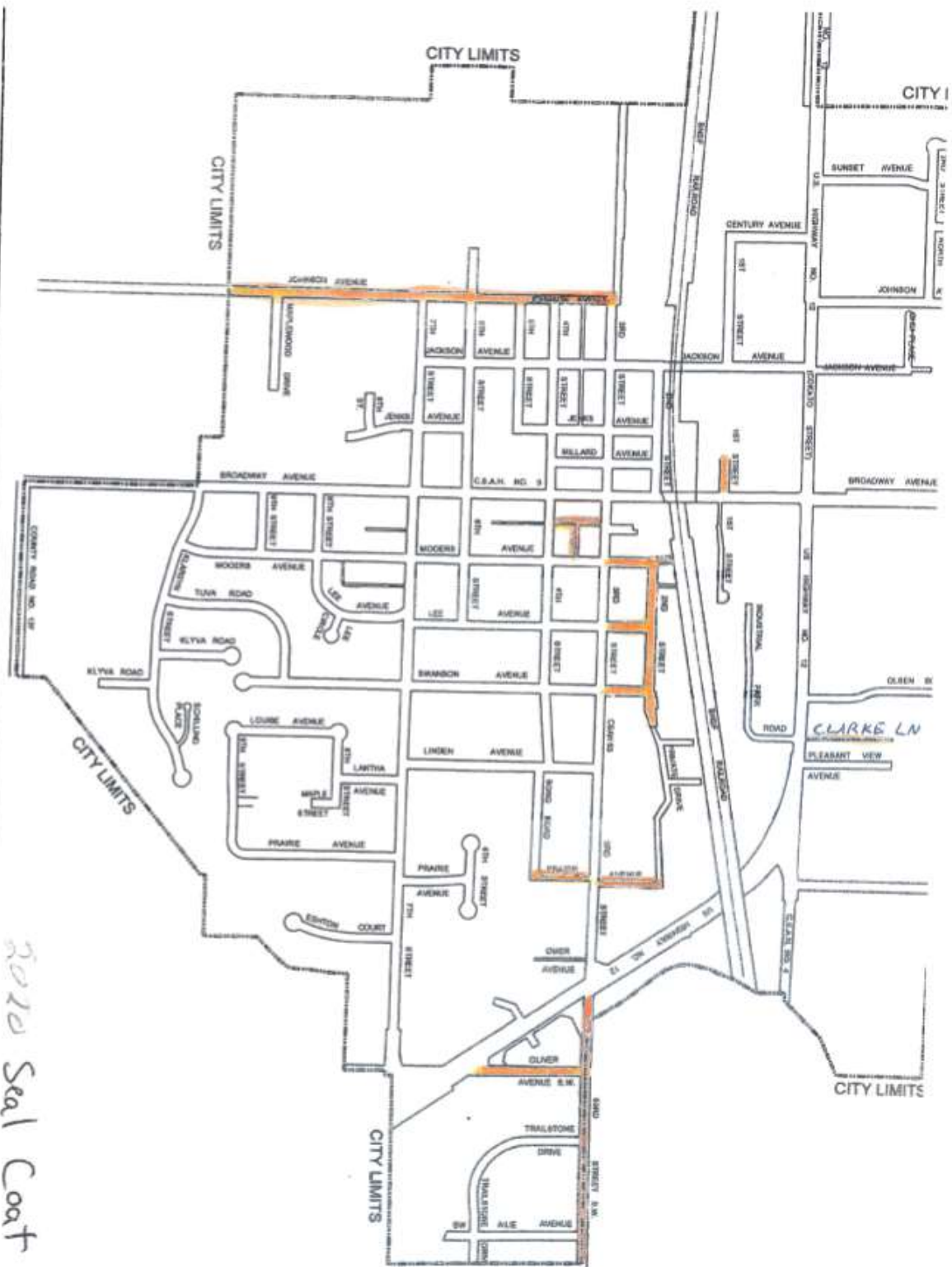
H. Deletion of Items and Quantities

The bidder shall bid all quantities. The City retains the right to delete up to 25% of the quantities without affecting the unit price. The bidder should be aware of this possibility when submitting the bid, and price accordingly.

I. Surface Finish

The finished surface shall be rolled a minimum of three (3) times either with a steel drum or pneumatic tire roller.

Project Area Map



cokato seal coat project 2020

JOHNSON AVE SW	9,007	SQ YRDS
ALLEY BEHIND BROADWAY B'S	553	SQ YRDS
ALLEY BEHIND POST OFFICE	500	SQ YRDS
53RD ST FROM HWY 12 TO TRAILSTONE DR	4,228	SQ YRDS
OLIVER AVE SW	1,866	SQ YRDS
PRAIRIE AVE FROM 3RD ST SE TO 2ND ST SE	1,066	SQ YRDS
PRAIRIE AVE FROM 3RD ST SE TO BORG RD	978	SQ YRDS
2ND ST SE FROM MOOERS AVE TO TRAILER PARK	3,815	SQ YRDS
1ST ST SW NEAR BUILDERS FIRST SOURCE	1,028	SQ YRDS
MOOERS AVE FROM 3RD ST SE TO NORTH END	1,460	SQ YRDS
LEE AVE FROM 3RD ST SE TO 2ND ST SE	928	SQ YRDS
SWANSON AVE FROM 3RD ST SE TO 2ND ST SE	1,056	SQ YRDS
CLARKE LN	347	SQ YRDS
TOTAL==>	26,832	SQ YRDS

268 TON OF 1/4-5/16 PEA PEA ROCK APPLIED @.20 SQ YRD
7512 GALLONS OF CRS2 OIL APPLIED @ .28 SQ YRD
3488 GALLONS OF CSSH1 50% DILUTED @ .13 SQ YRD.

CITY WILL PICK UP PEA ROCK BEFORE FOGGING.

General Requirements

A. Definitions

For the purpose of this contract and specifications, the following words are defined as follows.

Bidder – is any individual, firm, or corporation offering on the form contained herein to perform the work contemplated on the drawings and specifications.

City – the City of Cokato, Wright County, Minnesota acting personally or through its duly authorized representatives.

Contract – consists of the agreement to perform services along with any and all sections of this Project Manual, in addition to any modifications incorporated into the documents prior to execution.

Contractor – is the individual, firm, or corporation selected by the City to perform the Work as specified in this Contract.

Engineer – refers to the duly appointed consulting engineering firm of the City acting personally or through its duly authorized representatives.

Inspector – is a representative of the Engineer who is authorized to make a detailed inspection of any and all portions of the Work performed and materials incorporated into the Work.

Performance Bond – is the approved form of security furnished by the Contractor and its surety guaranteeing the faithful performance of the Contract and payment of all obligations arising thereunder.

Proposal – is the written offer of the bidder on the form contained herein, properly signed and guaranteed, to perform the contemplated work.

Plans – are all approved drawings or reproductions of such drawings pertaining to the work provided in the Contract.

Proposal Guarantee – is the security designated in the Proposal and furnished by the Bidder as a guarantee of good faith to enter into a contract with the City for performing the Work should it be so awarded.

Specifications – refers to the Technical Requirements, the Project Area Map, the Quantities Schedule, and any other directions, provisions and requirements contained

herein pertaining to the method and manner of performance of the Work, and the qualities and quantities of materials to be furnished under the Contract.

Subcontractor – is the individual, firm, or corporation having a direct contract with the Contractor, to perform Work according to the plans and specifications.

Work – includes labor and/or materials, equipment, transportation, or other facilities necessary to complete the Contract.

B. Execution and Intent of Documents

The Contract shall be signed by all parties prior to commencement of the Work. The Contract documents are complementary. What is called for by one shall be binding as though called for by all, and Contractor shall abide by their provisions. The intent of the documents is to include all labor, tools, materials, equipment, supplies, and transportation necessary for the proper execution of the Work. The Bidder shall request in writing for clarification of any disagreement or discrepancies between the documents, and the City shall provide said clarification in writing to the Bidder.

C. Drawings and Specifications

All drawings, specifications, or copies of the same furnished by the City remain as City property and, with the execution of the signed Contract, shall be returned upon request at the completion of the Work. They may not be used for Work other than this Contract.

The City will furnish, at no cost, all copies of drawings and specifications reasonably necessary for the completion of the Work. One set of drawings shall be returned to the City upon completion of the Work, and shall be accurately marked with any and all alternations and dimensions that deviate from the printed drawings and details. Such marked drawings shall constitute the “as constructed” drawings.

The City shall further furnish such additional drawings or instructions as are necessary for the proper execution of the Work. All such drawings and instructions shall not be inconsistent with the Contract documents, shall be true developments thereof, and shall be reasonably inferable therefrom.

In using the drawings and specifications, the specifications shall take precedence over the drawings. Figure dimensions and large scale drawings shall take precedence over smaller scale drawings. In any case, it shall be the Contractor’s responsibility to have omissions or discrepancies in the drawings or specifications clarified before ordering material or executing the work called for in the Contract. The Contractor shall verify all dimensions affecting the installation.

D. Performance Bond

Prior to the signing of the Contract, the Contractor shall be required to furnish the City with a performance bond from a surety acceptable to the City, in the form required by law, in an

amount equal to the full amount of the Contract based on the lump sum bid or the anticipated quantities and unit prices as determined by the City. This bond shall guarantee the proper execution and completion of the Work and shall further guarantee the prompt payment of all persons or firms furnishing labor, tools, materials, equipment and supplies for the Work. The bond shall be kept effective and in full force for one (1) year after completion and acceptance of the Work. The bond shall serve as a guarantee of the function and workmanship of the Work. Final acceptance of the Work shall not relieve the sureties of responsibility for faulty workmanship for Work through collusion or done with inferior materials for a period of one (1) year after the final acceptance. Premiums shall be paid by the Contractor.

E. Insurance

The Contractor shall obtain and maintain in full force for the duration of the Contract the insurance designated below. Premiums shall be paid by the Contractor.

Workers' Compensation – The Contractor shall take out and maintain during the life of the Contract Workers' Compensation Insurance, for all of the employees employed at the work site. If any employees are engaged in hazardous work not covered by Workers' Compensation, the Contractor shall provide adequate protection from Employer's Liability Insurance for protection of employees not otherwise protected.

Public Liability and Property Damage Insurance – The Contractor shall take out and maintain during the life of the Contract Public Liability Insurance and Property Damage Insurance to protect from claims arising out of public liability and property damage, for personal injury including death, claims for property damages which may arise out of Work, or by one directly or indirectly employed by the Contractor. Comprehensive Liability Insurance shall not be less than one million (\$1,000,000) dollars for injuries including accidental death to one person, subject to the same limit for each person, no less than one million (\$1,000,000) dollars for one accident. Property damage shall be for one million (\$1,000,000) dollars for each accident but not less than one million (\$1,000,000) dollars aggregate.

Fire Insurance – The Contractor shall carry full insurance against loss by fire and wind damage upon all materials in place or stopped at the site for installation. This provision does not exclude materials partially paid for by the City. This insurance shall be for the full insurable value of the materials and shall be kept in full force until final acceptance and payment of the Work by the City.

Automobile Insurance – The Contractor shall take out and maintain during the life of the Contract Automobile Public Liability Insurance in the amount of not less than one million (\$1,000,000) dollars and one million (\$1,000,000) dollars property damage liability.

If any part of the Work is under subcontract, similar insurance shall be provided by or on behalf of the Subcontractors to cover all Work completed by Subcontractor.

If any part of the Work details special hazards, the Contractor shall provide riders to the Public Liability Property Damage Insurance to provide protection from these special hazards.

All insurance shall be placed with companies acceptable to and approved by the City. The Contractor shall submit copies of insurance coverage with the City for filing.

F. Permit, Regulations, and Licenses

The Contractor shall obtain at his own expense all permits and licenses necessary to carry out the Work where such items are directly applicable to the performance of the Work. Permits, licenses, and easements for permanent structures and permanent changes in existing facilities shall be secured by the City.

The Contractor shall be familiar with and conform to all local, state, and federal codes, regulations, laws and ordinances applicable to the Work, affecting those engaged or employed in the Work, or the equipment or materials used in or upon the improvement. The provisions of such codes, regulations, laws and ordinances are deemed to be a part of these specifications and the Contractor will be bound by the provisions thereof.

The Contractor shall and also by surety agree to indemnify and hold harmless the City and all of its authorized representatives against any claims or liability arising from or based on violation of any such code, regulation, law or ordinance, whether by himself, his employees, or Subcontractors.

G. General Supervision

The City shall have general supervision and direction of the Work and the authority to stop work when necessary to insure the proper execution of the Contract. In addition, the City shall have the authority to reject all work and materials which do not conform to the Contract documents and to decide questions which arise in the execution of the Work.

The City shall be permitted to make such corrections and interpretations as necessary for the fulfillment of the Work to the extent of the plans and specifications. Any decisions or other matters relating to the execution of the Contract shall be in writing.

H. Changes and Extra Work

The City, without nullifying the Contract, may order Contract changes, deletions, and extra work done. If these changes or extra work are of such a nature as would affect the Contract price, and adjustment will be made by agreement between the City and Contractor of either a lump sum payment for the extra work or an adjustment to the unit prices. All changes shall be in writing.

I. Inspection and Testing

The City and its representatives shall at all times be provided with proper facilities for the access and inspection of the Work wherever it is in preparation or progress.

Upon suspecting that the materials furnished or the Work performed by the Contractor fail to fulfill the requirements of the Contract, an inspector on the project site has the authority to reject materials or suspend work until such matter can be referred to the Engineer and a decision rendered. No advice which the inspector may give the Contractor shall be construed as binding upon the City nor will such advice release the Contractor from the fulfillment of the terms of the Contract.

All materials furnished by the Contractor are subject to inspection and/or testing by accepted methods at the plant of the manufacturer. This inspection and/or testing shall be made at the expense of the Contractor.

If any local, state, and federal codes, regulations, laws or ordinances require any work to be specifically tested or approved and if the specifications or instructions require special testing or approval, the Contractor shall give the City timely notice of its readiness for the inspection. If any work shall be covered up without approval or consent of the City, it must, if required by the City or its representatives, be uncovered for examination at the Contractor's expense.

J. Disposition of Defective Material

All material found during the process of inspecting and testing to be found defective, or if defective materials are encountered at any time during the progress of the Work, it will be rejected by the City, and Contractor shall promptly remove all such material from the site.

K. Contractor's Responsibility for Materials

The Contractor shall be responsible for all materials. Materials found to be defective in manufacture or that has become damaged in handling after delivery by the manufacturer shall be replaced at the Contractor's expense. The Contractor shall be responsible for the safe storage of materials until it has been incorporated in the completed project. The interior of all pipe, fittings, and other accessories shall be kept free from dirt and foreign matter at all times.

L. Subcontractors

All Subcontractors shall be proved qualified to the satisfaction of the City, and any Subcontractor unsatisfactory to the City shall not be employed on the Work.

Subcontractors shall have no contractual relationship with the City, and shall be considered as an employee of the Contractor. The Contractor shall assume complete responsibility for the acts and omissions of its Subcontractors or any person directly or indirectly employed by them.

All Subcontractors to be used on the project must be indicated on the bid proposal form. No other Subcontractors may be used on the project without the written consent of the City.

M. Protection of Property and Restoration

Where the Work passes over or through private property, the City will secure right-of-way or easements. The Contractor shall not receive any extra compensation or be entitle to any extras because of delay on the part of the City in obtaining right-of-way or easements.

The Contractor shall not enter upon private property for any purpose without having previously obtained permission from the City. The Contractor shall be responsible for the preservation of, and shall use every precaution to prevent damage to all trees, shrubbery, plants, lawns, fences, culverts, bridge, pavements, driveways, sidewalks, etc., all water, sewer and gas lines, all conduits, all overhead pole lines or appurtenances thereof, and all other public or private property along or adjacent to the Work.

N. Traffic and Utility Controls

The Contractor shall notify the proper representatives of any public utility, corporation, and company or individual, not less than forty-eight hours in advance of any work which might damage or interfere with the operation of their property along or adjacent to the Work. The Contractor shall be responsible for all damages or injury to property of any character resulting from any act, omission, neglect, or misconduct in the manner or method of executing the Work, or due to the non-execution of the Work, or at any time due to defective Work or materials. Contractor shall restore or have restored at its own cost such property to a condition similar or equal to that existing before such damage or injury was done.

In case of failure on the part of the Contractor to restore such property noted in this section or section M above, the City may, upon forty-eight (48) hours written notice to the Contractor, cause such repairs to be completed, with the cost for any such repairs to be billed to the Contractor or otherwise deducted from the Contract price.

Prior to construction, the Contractor shall obtain field locations or other assistance as may be required to determine the existence and location of gas main and other private utilities as well as public utilities. The Contractor shall make such investigations as are necessary to determine the extent to which existing structures may interfere with the Work contemplated under this Contract. The Contractor is to exercise care in crossing or working adjacent to all utilities and shall be responsible to protect and maintain their operation during the time the Work is in progress. The Contractor shall restore, at its own expense, any structures which are damaged in any way by its acts.

Construction shall be conducted in a manner to cause the least interruption to traffic. Where traffic must cross the construction, the Contractor shall provide suitable crossings at street intersections and driveways. The Contractor shall post suitable signs indicating that a

street is closed and necessary detour signs for the proper maintenance of traffic. Hydrants under pressure, valve put covers, valve boxes, curb stop boxes, fire and police call boxes, or other utility controls shall be left unobstructed and accessible during the construction period. No two consecutive intersections shall be impassable at any time.

O. Right of the City to Do the Work

If the Contractor should neglect to perform the Work properly or fail to perform any provision of the Contract, the City, after three (3) days written notice to the Contractor, may, without prejudice to any other remedy the City may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor.

P. Right of the City to Declare Contractor in Default

If the Contractor should be adjudged bankrupt, or should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of Contractor's insolvency, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials, or if Contractor fails to make prompt payment to Subcontractors for labor or materials, or should persistently disregard laws, ordinances, or the instructions of the City, or otherwise be guilty of a substantial violation of any provision of the Contract, then the City may, without prejudice to any other suit of remedy, and after giving the Contractor and the surety on its bond seven (7) days written notice, terminate the Contract and take possession of the premises and of all materials, tools, and appliances thereon and finish the Work by whatever method the City deems expedient.

In such 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 City.

Q. Assignment

Neither party to the Contract shall assign the Contract in whole or in part without the written consent of the other, nor shall the Contractor assign any monies due without the previous written consent of the City.

R. Guarantee

The Contractor shall hold itself responsible for any and all defects that may develop in any part of the Work or installation furnished, and shall immediately replace and make good, at its own expense, any faulty work or parts and damage done by reason of the same, during a period of one (1) year from the date of final acceptance of the Work, except where another guarantee period is otherwise specified in writing.

S. Suspension and Resumption of Work

The City shall have the authority to suspend the Contractor's operations, in whole or in part, for such periods of time as deemed necessary because of unsuitable weather or other conditions which the City considers unfavorable for completion of the Work or for such time as may be necessary because of the failure of the Contractor to comply with the provisions of the Contract.

No operations which have been suspended shall be resumed until the City has issued written notice that work may resume. Such notice shall include the reason for ordering the resumption and the effective date when work may be resumed.

If it should become necessary to suspend operations for any indefinite period, the Contractor shall, before leaving the project, store all materials and equipment in such a manner as will not obstruct or impede the City. Contractor shall take every precaution to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the area, and shall erect temporary structures where necessary.

T. Delays and Extension

If the Contractor is delayed at any time due to an act or neglect on the part of the City, or by other causes beyond the control of the Contractor that the City deems to justify the delay, then the time of completion shall be extended for a reasonable time period. Any such extension must be requested by the Contractor in writing within seven (7) days of the delay.

The Contractor shall have no claims for damages against the City for delay under this provision, and the sole remedy shall be the right to apply for an extension.

U. Failure to Complete Work On Time

Should the Contractor fail to complete the Work on or before the date set forth for completion in the Contract, or in accordance with such extensions as have been agreed to in writing, the Contractor shall pay the sum of \$200 per day for each calendar day, exclusive of Sundays and holidays, that the Work remains uncompleted.

Permitting the Contractor to continue to finish the Work or any part of the Work after the time fixed for completion shall in no way operate as a waiver on the part of the City, or as a waiver of any rights under the Contract.

Neither the taking over of the Work by the City, nor the termination of the Contract shall cause the City to forfeit its right to recover liquidated damages from the Contractor or his surety for failure to complete the Contract.

V. Protection and/or Restoration of Survey Monuments

It is the responsibility of the Contractor to protect and leave undisturbed those markers or monuments set for the subdivision of land, unless those markers must be disturbed in order to execute the Contract. In this event, the Contractor shall notify the City prior to such

dislocation in order for the City to tie in the marker to make possible the relocation after the Work is completed. If the Contractor shall be negligent in this matter, it shall be the Contractor's responsibility to restore all monuments to their respective positions at its own expense.

W. Payment

The Contractor shall receive and accept the compensation as herein provided in full payment for furnishing all materials, labor, tools, equipment, royalties, fees, insurance, permits, bonds, etc., and for performing all Work contemplated under the Contract, including for all loss or damage arising out of the nature of the Work, of from the action of the elements, until its final acceptance by the City, and for all risks connected with the provision of the Work, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of said Work as herein specified and for completing all of the Work embraced in the Contract.

The Contractor shall submit to the City an application for each payment for verification of all quantities and claims against the City. Applications for payment shall indicate quantities claimed and, if required, receipts or other vouchers showing payments for materials and labor. Partial payment for the Work performed and materials available for incorporation in the Work shall be made on a monthly estimate prepared by the Contractor and submitted to the City for review. Ten (10) percent of all monies due shall be withheld until final completion and acceptance of the Work. In addition to the percentage withheld, the City shall withhold any such amount as may be necessary to remedy defective work uncorrected, failure of Contractor to properly pay for labor, materials, or work of Subcontractors completed, or evidence of damage unresolved.

After completion of the project, the Contractor shall submit a final request for payment. Upon acceptance of the project, the City shall pay any final sums owed, including any retainage owed. The City may require the Contractor to provide evidence that all claims against him by reason of the Contract have been paid. The City shall withhold a sufficient sum to cover any unpaid claims.

X. Acceptance of Work

The City shall make final inspection of the entire project as soon as practicable after notification by the Contractor that such work is nearing completion. If such work is not acceptable to the City, the City will notify the Contractor in writing as to the particular defects to be remedied. If within ten (10) days following such notification, the Contractor has not taken steps to speedily complete the Work as directed, the City may, without further notice to the Contractor, make such other arrangements as it deems necessary to complete the Work in a satisfactory manner. The cost of any such completion shall be deducted from any monies due or which may become due the Contractor.

Y. Project Site Cleanliness

The Contractor shall make every effort to maintain the project site in a clean, orderly, and workmanship manner. No materials or equipment shall be stored or stockpiled beyond rights-of-way provided by the City without proper authorization from the affected property owner.

Z. Dust Control, Erosion Control, and Water Usage

The Contractor shall provide any necessary erosion control measures. Where materials or debris have washed or flowed into or have been placed in water courses, ditches, gutters, drains, catch basins, or elsewhere as a result of Contractor's operations, such material or debris shall be removed satisfactorily or otherwise disposed of during progress of the Work. All waterways described herein shall be kept clean. The Contractor shall provide methods for adequately draining the Work and shall assume full responsibility and liability for damage resulting from failure to provide proper drainage. The Contractor shall maintain excellent dust control on all disturbed surfaces of the project site. The Contractor shall make arrangements with the City for obtaining any water which may be needed.