

**AGENDA**  
**CITY OF DAYTON, MINNESOTA**  
**12260 S. Diamond Lake Road, Dayton, MN 55327**  
**Tuesday, September 24, 2024**  
**REGULAR MEETING OF THE CITY COUNCIL - 6:30 P.M.**

**The invite for Zoom for this meeting can be found on the City's website community calendar**

- 6:30      **CALL TO ORDER**
- 6:30      **PLEDGE OF ALLEGIANCE**
- 6:35      **APPROVAL OF AGENDA** *These routine or previously discussed items are enacted with one*  
**CONSENT AGENDA** *motion. Any questions on items should have those items removed from*  
*consent agenda and approved separately.*
- 6:35      **A.** Approval of Council Meeting Minutes of September 10, 2024  
**B.** Approval of Payment of Claims for September 24, 2024  
**C.** Approval of Letter of Credit Reduction for Brayburn Trails East 1st Addition  
**D.** Approval of Truck Purchase To Be Used As A Grass Rig  
**E.** Approval of Settlement Agreement  
**F.** Approval of Resignation from Danielle Higgins Recreation Program Specialist and  
Approval to Post Position
- 6:40      **OPEN FORUM** *Is limited to Three minutes for non-agenda items; state your name and*  
*address; No Council Action will be taken and items will be referred back*  
*to staff*
- 6:50      **STAFF, CONSULTANT AND COUNCIL UPDATES**
- COUNCIL BUSINESS**
- New Business**
- 7:00      **G.** Met Council Comments Discussion
- 7:15      **H.** DCM Farms Concept Plan
- 7:35      **I.** National Fitness Campaign
- Action Items**
- 7:45      **J.** Ordinance 2024-13; Rezoning of 13521 Elm Creek Road
- 8:00      **K.** Resolution 48-2024; Finding No Need for an Environmental Impact Statement for  
Parkway Neighborhood
- 8:05      **L.** Park Irrigation Project Installation
- 8:15      **M.** Park Irrigation Project Water and Electrical
- 8:30      **ADJOURNMENT**

The City of Dayton's mission is to promote a thriving community and to provide residents with a safe and pleasant place to live while preserving our rural character, creating connections to our natural resources, and providing customer service that is efficient, fiscally responsible, and responsive.

***Mayor Fisher called the public meeting to order at 6:30 p.m.***

**PRESENT:** Mayor Dennis Fisher, David Fashant, Travis Henderson, Scott Salonek, and Matt Trost

**ABSENT:**

**ALSO PRESENT:** Public Works Superintendent, Marty Farrell; City Engineer, Jason Quisberg; Fire Chief, Gary Hendrickson; Police Chief, Paul Enga; City Administrator/Finance Director, Zach Doud; Community Development Director, Jon Sevald; Planner II, Hayden Stensgard; City Attorney, Amy Schmidt

### **PLEDGE OF ALLEGIANCE**

### **APPROVAL OF AGENDA**

**MOTION:** Motion was made by Councilmember Fashant, seconded by Councilmember Trost to approve the agenda items, as presented. Motion carries unanimously.

### **CONSENT ITEMS:**

- A. Approval of Council Meeting Minutes of August 27, 2024
- B. Approval of Payment of Claims for September 10, 2024
- C. Approval of Awarding Contract for Water Main Extension on Territorial
- D. Approval of Pay Request 1 for Chip and Fog Seal
- E. Approval of Temp Employee Erin Omberg
- F. Approval of Accepting Resignation from Firefighter Greg Petersen

Fashant asked about the funding of the Connexus Energy bill for burying power lines. Doud stated that the money came out of storm water funds, and the City split the cost with the developer.

Fashant stated that the low bidder on the watermain extension project for Territorial Road was quite a bit higher on traffic control and they were significantly lower on the cost of the fire hydrant. Fashant wants to make sure that the City is getting the fire hydrant that is expected. Quisberg stated that the fire hydrant is a documented standard.

Henderson stated that there are different fire hydrants in that area that has different threads on them and some require an adaptor.

Additional conversation ensued.

Hendrickson stated the Fire Department is in the process of checking the fire hydrants. There are Minneapolis threads and National threads.

Fisher asked if there is an adaptor that can be put on the fire hydrants and leave them in place. Hendrickson stated that is possible but there is the possibility of going to a "stores connection" that would prevent the concern for the type of thread.

Trost asked how many fire hydrants currently need adaptors. Hendrickson stated that the inventory process has not been completed. Trost asked if Farrell could check when Public Works flushes the fire hydrants. Farrell stated that the private systems are not handled by Public Works.

Henderson suggested that perhaps the Building Code could include the standard thread. Quisberg stated that same information is on every plan. Quisberg stated there are not that many suppliers.

Additional conversation ensued.

**MOTION:** Motion was made by Councilmember Fashant, seconded by Councilmember Salonek, to approve the Consent Agenda as presented. The motion carries unanimously.

**OPEN FORUM:**

No one came forward for open forum.

**STAFF, CONSULTANT, AND COUNCIL UPDATES:**

**Doud** stated absentee voting for the general election begins next Friday, September 20, 2024, at 8:00 a.m., in City Hall.

Doud stated that paving the Central Park parking lot has been delayed another week and possibly two. The rough timeline is the end of September. The City has been in constant contact with the school district so they are aware of the progress.

City Staff met with the Minnesota Department of Transportation today to discuss how the interchange is working out. This is the first official check-in. The next meeting will be in March of 2025.

Fisher asked if there was any discussion about landscaping around the interchange. The answer is no. Landscaping is Dayton's responsibility.

**Farrell** stated that Well House 5 is on schedule.

**Hendrickson** stated the Fire Academy officially started last night. There are four fire fighters enrolled. At the last Council meeting, there were two fire fighters who needed to complete only the EMT certification. Unfortunately, both of those fire fighters have decided that they do not have the necessary time to commit to the organization.

Hendrickson introduced Phoenix, the new rescue dog, noting she is adjusting.

Hendrickson stated the money that is anticipated to be spent on Phoenix over the next 8-10 years is going to come from the public safety dollars, which is intended to be used for the mental health of firefighters.

**Schmidt** stated that the City's litigation counsel let her and Doud know that Housing First Minnesota has filed for the review of the Minnesota Supreme Court's decision in the lawsuit. They have sent a Petition for Writ of Certiorari to the United States Supreme Court. The City's litigation counsel believes that it is somewhat unlikely that the United States Supreme Court will take the case. The United States Supreme Court receives about 7,500 requests per year from all over the country, but only grants review of 100-150 cases or less.

Trost asked if there is a deadline for the United States Supreme Court to decide whether they will take the case. The answer is no.

**Fisher** stated that the sign by Pineview Meadows is gone. Fisher asked if the City removed it or if one of the residents removed it. Farrell stated that Public Works took it down. Sevald believes that the builder took it down. Sevald stated that Staff sent letters in December of 2023 and April of 2024.

Fisher stated that a couple of residents around Pineridge are requesting to use soccer goals at the park. The residents are willing to purchase the goals.

Farrell requested the contact information.

Fisher asked for the reasoning behind not putting restrooms in neighborhood parks. Farrell explained that the City only puts restrooms in parks where activities for large groups of people are scheduled. The thought process is that people are close enough to their homes to access their private bathroom when in a neighborhood park. Farrell acknowledged that residents are making more and more requests for public restrooms in the neighborhood parks.

Additional conversation ensued.

Fisher stated that a resident is asking if there are enough speed limit signs on Pineview Lane. Enga stated that according to the State Statute, there are enough signs.

Trost stated that citizens have complained that there are no speed limit signs on Zachary Lane North. Enga stated that he'd have to look at it, but technically, the City does not have to post speed limit signs on residential roadways. It is automatic by State Statute and enforceable that residential roadways are 30 miles per hour.

**Fashant** wants to make sure that Doud responds to the survey that was emailed.



Fashant asked if there has been any news from the County about Dayton River Road. Farrell stated that the start date is still September 16, 2024, and it will be a two-week project.

Henderson asked how far in advance does the County usually put up the warning signs. The answer is ten days. Quisberg stated that there will not be a "hard closure," so the County is not required to give advanced warning.

**Trost** stated that he received an email from someone at CDAA stating that CDAA is being pressured from the City of Champlin to carry more park load.

Trost inquired about the streetlights on South Diamond Lake Road. Residents are complaining that the streetlights are on one day and off the next.

Trost stated that there are a lot of streetlights on Pineview Lane, more than are needed. Trost asked whether there have been any discussions about taking some out and using them in other locations. The answer is yes. Farrell stated that it would be a much more expensive proposition to relocate the streetlights.

Trost asked if there is a set standard for the City regarding lights in parks and on paths. The answer is yes.

Additional conversation ensued.

## **COUNCIL BUSINESS**

### **New Business:**

#### **G. Adopt-A-Park Program**

Farrell came forward and stated that the Parks Commission would like to include some resident input regarding keeping the parks clean. This effort came from a couple of residents who were interested in adopting a park to keep clean. Higgins reached out to other cities to collect information on their programs. The Adopt-A-Park Program for Dayton is a one-year program with a minimum of once-per-month participation. Farrell stated that the Parks Commission approved it and requested that it be brought to City Council for approval.

Fisher likes the plan.

Fashant stated that it sounds like a great program, but he doesn't believe the City should charge \$90 for the sign. Henderson suggested that the City share the cost of the sign so that the groups would have some commitment.

**MOTION:** Motion was made by Councilmember Fashant, seconded by Councilmember Trost, to approve the Adopt-A-Park Program, as written, but waiving the \$90 sign fee. The motion carries unanimously.

#### **H. Discussion on Cannabis Zoning Ordinance**

Stensgard came forward to introduce what will eventually be an Ordinance Amendment related to adult-use cannabis in the City of Dayton. Stensgard stated that in 2023, the Minnesota Legislature legalized adult-use cannabis statewide. The state created 16 license classifications for cannabis-related businesses to obtain before conducting operations. The State gave zoning authority to local governments, providing them the opportunity to regulate business in their communities specific to time, place, and manner. The State requires that all licenses be allowed within a local jurisdiction in some capacity. Cities cannot prohibit any of the State-identified licenses.

Stensgard asked if the City would like to impose any additional restrictions on cannabis businesses over and above the State restrictions.

Stensgard stated that the Planning Commission requested that retail locations would first obtain a Conditional Use Permit so that Staff can have the opportunity to complete a thorough review of the plans submitted. The Planning Commission would also like to limit cultivation outside of the GMU-5 Zone and they are open to the I-1 and I-2 Zones. The Planning Commission saw a potential for implementing a 500-foot buffer between retail cannabis businesses and parks.

Fisher asked why it matters where cannabis businesses are located since everything must happen inside. No specific answer was given.

Salonek stated that if there is a 500-foot buffer from a park, there should certainly be a 500-foot buffer from a school. Salonek asked what happens if a school is built after the cannabis business is already in operation. Stensgard stated that the cannabis business would be considered grandfathered in.

Fisher stated that as far as sales are concerned, the sale of cannabis should be treated just like the sale of liquor.

Fashant concurred with Fisher.

Additional conversation ensued regarding Zoning Districts.

Trost also concurred with Fisher.

Stensgard noted that cultivation of cannabis will be limited to indoors only.

The conversation shifted to potency.

Fashant stated that the fees will have to be brought into alignment. Fashant stated that the Council needs to discuss how many retail cannabis stores to allow.

Fisher stated that he's not concerned about how many stores to have because supply and demand will dictate how many stores can survive.

Sevald asked if there is any interest in a municipal dispensary.

Fisher is not interested.

Fashant is not interested.

Stensgard stated that the Draft Ordinance would allow for the opportunity if the City is interested in the future.

**I. Approval of Proposed Resolution of City Code Enforcement Matters**

Doud stated that Schmidt is present to answer any questions on the Resolution of the City Code Enforcement Matters.

Trost asked about some fines being waived and others not being waived. Schmidt stated that it was an oversight. The fines were intended to be waived.

Trost stated that he struggles that the agreement was made without the full Council being present. Trost does not believe that anything was done wrong, but the lack of transparency was a problem.

Schmidt stated that in most situations where Code violations are occurring, everything is handled administratively. Because this situation involves three properties with multiple violations at each property, it was complicated.

Trost is irritated that the City is waiving \$7,000 in fines.

Fisher asked Schmidt to elaborate on why the fines were waived.

Schmidt stated that part of the negotiation

**MOTION:** Motion was made by Mayor Fisher, seconded by Councilmember Fashant, to approve proposed resolution of City Code enforcement matters, as amended. The motion carries unanimously.

**Action Items:**

- J. Resolution 47-2024 and Resolution 46-2024; Approval of Preliminary EDA Levy and Adopting the General Fund Budget and Preliminary Tax Levy for 2025**

Doud came forward and stated that the Preliminary Levy and General Fund Budget need to be approved. Please remember that the levy can always go down, but the presented amount is the ceiling. The total increase is \$1,311,615, which is a 16.63% increase from 2024. The tax rate is anticipated to decrease, which means that residents will pay less taxes to the City next year if the value of their home remains the same. Doud stated that there was a 1% reduction in the levy, which is equivalent to \$17 per year on the average home (\$525,000). A 1% reduction in levy dollars means the City will receive \$78,500 less tax income.

Fisher asked when the budget has to be filed, and can it wait until the next meeting. Doud does not recommend waiting.

Henderson stated that he'd like to see that there is some capacity built into the budget for the Fire Department's requests. Doud stated that the budget includes \$30 per hour for the current firefighters, but it does not include any additional full-time firefighters. Henderson was firm in his desire to build into the budget the capacity to add full-time firefighters.

Salonek stated that there was a post yesterday. It was a great post, and Salonek stated that he has no issue with the post. Salonek does have concern about the fact that a third person commented.

Additional conversation ensued regarding the retirement fund.

Fashant stated that he generally doesn't weigh in on Facebook posts, but the post that Henderson made hurt Fashant personally. Fashant stated that in his tenure on the City Council, the Fire Department budget has been increased 351%. The Council has also committed \$3,600,000.

Fashant stated that the Council has requested a five-year plan from the Fire Department, and we don't have it yet. There is a need for a policy and procedure manual for the Fire Department. The City needs a city-wide emergency management plan. Fashant acknowledges that there is progress on the plan, but it hasn't been completed.

Henderson stated that he appreciates Fashant's sentiment, but he disagrees.

Additional conversation ensued.

Doud explained the timing and processes necessary for the retirement fund.

**MOTION:** Motion was made by Councilmember Trost, seconded by Councilmember Fashant to approve Resolution 47-2024 and Resolution 4602024;

approval of preliminary EDA levy and adopting the general fund budget and preliminary tax levy for 2025. Motion failed, 2 ayes (Trost, Fashant) 3 nays.

Doud asked if the Council would like to amend the motion or come back to it at the next City Council Meeting.

Additional discussion ensued.

**MOTION TO RECONSIDER:** Motion to reconsider was made by Councilmember Henderson, seconded by Councilmember Trost to approve Resolution 47-2024 and Resolution 4602024; approval of preliminary EDA levy and adopting the general fund budget and preliminary tax levy for 2025. Motion to reconsider passes 3 ayes, 2 nays (Salonek, Fisher).

Schmidt stated that, according to the Open Meeting Laws, even if the Councilmembers are not physically together, communicating via social media about matters that have been, matters that are, or matters that may be before the Council could be construed as a City Council meeting.

Schmidt concluded by stating that she would be happy to assist the Councilmembers with any questions they may have regarding social media communication as it relates to the role of being a Councilmember.

### **ADJOURNMENT**

Fisher declared the meeting adjourned at 8:05 p.m.

Respectfully Submitted,

Sandra Major, Recording Secretary  
*TimeSaver Off Site Secretarial, Inc.*

Approved: \_\_\_\_\_

Attest: Amy Benting

**Payments to be approved at City Council Meeting September 24, 2024**

	<u>Totals</u>
<b>Claims Roster 09-24-2024</b>	<b>\$ 508,658.90</b>
<b>Prepaid 09-12-2024 EB</b>	<b>\$ 133,254.72</b>

<b>Total Payments:</b>	<b>\$ 641,913.62</b>
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<b>Payroll 09-12-2024 Bi-Weekly 19</b>	<b>\$ 101,870.16</b>
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Check # sequence to be approved by City Council from meeting date of 09/24/2024:

**Checks # 077577-077663**

09/18/2024

INVOICE REGISTER REPORT FOR CITY OF DAYTON MN  
 EXP CHECK RUN DATES 09/24/2024 - 09/24/2024  
 BOTH JOURNALIZED AND UNJOURNALIZED  
 BOTH OPEN AND PAID

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnized Post Date
	21ST CENTURY BANK RETURN CHECK FEE; UB 6312 101-40700-34710	09/04/2024 DBRUNETTE	09/04/2024	4.00  4.00	0.00	Paid	Y 09/04/2024
	A-1 OUTDOOR POWER INC PARKS; OPERATING SUPPLIES 3# .095 SPOOL BL KTHELEN 101-45200-50210	09/10/2024	09/24/2024	111.98  111.98	111.98	Open	N 09/10/2024
	ADVANCED ENG/ ENVIRO SVCS, LLC-AE2S FIXED ASSET-CONST IN PROGRESS; WTP REVIEW KTHELEN 601-00000-16500	09/11/2024	09/24/2024	1,500.00  1,500.00	1,500.00	Open	N 08/13/2024
	ALTERNATIVE BUSINESS FURNITURE CH; WORKSPACE SUPPLIES 101-41810-50200	09/10/2024 KTHELEN	09/24/2024	953.21  953.21	953.21	Open	N 08/30/2024
	AMERICAN LEGAL PUBLISHING CORP 2024 S-10 FOLIO/INTERNET SUPPLEMNT (CODE KTHELEN 101-41420-50352	09/12/2024	09/24/2024	742.60  742.60	742.60	Open	N 09/12/2024
	AMERICAN LEGAL PUBLISHING CORP 2024 S-17 FOLIO/INTERNET SUPPLEMNT (ZONIN KTHELEN 101-41420-50352	09/12/2024	09/24/2024	470.60  470.60	470.60	Open	N 09/12/2024
	AMY BENTING MILEAGE; 8/7, 8/12, 8/13, 8/27 FOR ELECTION/S/ KTHELEN 101-41420-50331	09/10/2024	09/24/2024	114.98  62.98	114.98	Open	N 09/10/2024
	101-41420-50331	MILEAGE; 8/13 PRIMARY ELECTION		13.40			
	101-41420-50331	MILEAGE; 8/7 SAMS, PD, CH		28.14			
	101-41420-50331	MILEAGE; 8/12 SAMS, AC, CH, ELCTN SET UP					

101-41420-50331	MILEAGE; 8/27 SAMS			10.46			
ANDERSON, JOSHUA & LEAH	09/11/2024	09/18/2024	5.38	5.38	Open	N	
UB refund for account: 2173	DBRUNETTE						09/11/2024
601-00000-15550	CREDIT FORWARD		5.38				
BALSAM POINTE TOWNHOME HOA	09/16/2024	09/24/2024	150.00	150.00	Open	N	
DAC RENTAL DEPOSIT REFUND: EVENT 9/11/24	KTHELEN						09/16/2024
101-00000-21716	DAC RENTAL DEPOSIT REFUND: EVENT 9/11/24		150.00				
BAN-KOE SYSTEMS, INC	09/05/2024	09/24/2024	6,381.00	6,381.00	Open	N	
DOOR SYSTEM CONTRACTL OCT 2024-SEPT 2025	KTHELEN						09/01/2024
101-41820-50200	DOOR SYSTEM CONTRACTL OCT 2024-SEPT 2025		6,381.00				
BAN-KOE SYSTEMS, INC	09/17/2024	09/24/2024	468.00	468.00	Open	N	
REPAIR/MAINT; ICLASS SE TAG 26-BIT	KTHELEN						08/31/2024
101-41810-50220	REPAIR/MAINT; ICLASS SE TAG 26-BIT		468.00				
BEAUDRY	09/10/2024	09/24/2024	1,730.32	1,730.32	Open	N	
PW; UNLEADED 87 -653.20	KTHELEN						09/03/2024
101-43100-50212	PW; UNLEADED 87 -653.20		1,730.32				
BEAUDRY	09/10/2024	09/24/2024	1,369.11	1,369.11	Open	N	
PW; ULS #2 DYED DIESEL -470.00	KTHELEN						09/03/2024
101-43100-50212	PW; ULS #2 DYED DIESEL -470.00		1,369.11				
BEAUDRY	09/17/2024	09/24/2024	634.83	634.83	Open	N	
PW; ULS #2 DYED DIESEL -234.60	KTHELEN						09/11/2024
101-43100-50212	PW; ULS #2 DYED DIESEL -234.60		634.83				
BEAUDRY	09/17/2024	09/24/2024	559.94	559.94	Open	N	
PW; UNLEADED 87 -214.70	KTHELEN						09/11/2024
101-43100-50212	PW; UNLEADED 87 -214.70		559.94				
BROADWAY AWARDS INC	09/05/2024	09/24/2024	283.50	283.50	Open	N	
SUPPLIES- TAG LETTERS	KTHELEN						08/28/2024
101-42260-50200	SUPPLIES- TAG LETTERS		283.50				



CAMPBELL KNUTSON P.A.	09/17/2024	09/24/2024	3,276.00	3,276.00	Open	N
LEGAL FEES-GENERAL; AUG 2024	KTHELEN					08/31/2024
101-41640-50304	LEGAL FEES-GENERAL; AUG 2024		3,276.00			
CEMSTONE PRODUCTS COMPANY	09/17/2024	09/24/2024	1,720.50	1,720.50	Open	N
PW; BUILDINGS AND STRUCTURES	KTHELEN					09/04/2024
101-43100-50520	PW; BUILDINGS AND STRUCTURES		1,720.50			
CEMSTONE PRODUCTS COMPANY	09/17/2024	09/24/2024	925.50	925.50	Open	N
PW; BUILDINGS AND STRUCTURES	KTHELEN					09/05/2024
101-43100-50520	PW; BUILDINGS AND STRUCTURES		925.50			
CENTERPOINT ENERGY	09/10/2024	09/24/2024	26.16	0.00	Paid	Y
RH WELLHOUSE; 11429952-2 AUG 2024	KTHELEN					08/30/2024
601-49400-50383	RH WELLHOUSE; 11429952-2 AUG 2024		26.16			
CENTERPOINT ENERGY	09/10/2024	09/24/2024	285.54	0.00	Paid	Y
PW FACILITY; 10662228-5 AUG 2024 AND PD FAC	KTHELEN					08/30/2024
101-43100-50383	PW FACILITY; 10662228-5 AUG 2024		142.77			
101-42120-50383	PD FACILITY; 10662228-5 AUG 2024		142.77			
CHARTER COMMUNICATIONS	09/16/2024	09/24/2024	408.03	0.00	Paid	Y
175337501- FD 1; INTERNET SEPT-OCT 2024	KTHELEN					09/07/2024
101-42260-50320	175337501- FD 1; INTERNET SEPT-OCT 2024		408.03			
CHARTER COMMUNICATIONS	09/16/2024	09/24/2024	15.00	0.00	Paid	Y
175351601- PD; INTERNET/FAX SEPT 2024	KTHELEN					09/01/2024
101-42120-50320	175351601- PD; INTERNET/FAX SEPT 2024		15.00			
CINTAS	09/10/2024	09/24/2024	121.70	121.70	Open	N
PW; UNIFORMS	KTHELEN					09/05/2024
101-43100-50217	PW; UNIFORMS		121.70			
CINTAS	09/17/2024	09/24/2024	121.70	121.70	Open	N
PW; UNIFORMS	KTHELEN					09/12/2024
101-43100-50217	PW; UNIFORMS		121.70			
CITY OF ANOKA	09/17/2024	09/24/2024	78.58	0.00	Paid	Y

22-396030-00 BALSAM LANE PED; AUG 2024	KTHELEN						09/06/2024
101-43100-50230	22-396030-00 BALSAM LANE PED; AUG 2024			78.58			
CITY OF ANOKA	09/17/2024	09/24/2024	369.30	0.00	Paid	Y	
22-393200-01 CENTRAL PARK; AUG 2024	KTHELEN						09/06/2024
101-45200-50381	22-393200-01 CENTRAL PARK; AUG 2024		369.30				
CITY OF ANOKA	09/17/2024	09/24/2024	23.50	0.00	Paid	Y	
22-393400-00 SDLR SIREN; AUG 2024	KTHELEN						09/06/2024
101-42130-50381	22-393400-00 SDLR SIREN; AUG 2024		23.50				
CITY OF ANOKA	09/17/2024	09/24/2024	990.56	0.00	Paid	Y	
22-396000-01 CH; AUG 2024	KTHELEN						09/06/2024
101-41810-50381	22-396000-01 CH; AUG 2024		990.56				
CITY OF ANOKA	09/17/2024	09/24/2024	523.50	0.00	Paid	Y	
22-990002-01 STREET LIGHTS; AUG 2024	KTHELEN						09/06/2024
101-43100-50230	22-990002-01 STREET LIGHTS; AUG 2024		523.50				
CITY OF MAPLE GROVE	09/18/2024	09/24/2024	94,421.25	94,421.25	Open	N	
40,875 GALLONS WATER USAGE JUL-AUG	KTHELEN						08/31/2024
601-49400-50389	40,875 GALLONS WATER USAGE JUL-AUG		94,421.25				
CIVICPLUS, LLC	09/06/2024	09/24/2024	3,806.25	3,806.25	Open	N	
SUBSCRIPTIONS 11/1/2024-10/31/2025 MO PLA`	KTHELEN						09/06/2024
101-41820-50205	SUBSCRIPTIONS 11/1/2024-10/31/2025 MO		3,806.25				
COLLINS BROTHERS TOWING OF ST.CLOUD	09/17/2024	09/24/2024	287.50	287.50	Open	N	
FD; REPAIR/MAINT WINCH OUT	KTHELEN						09/03/2024
101-42260-50220	FD; REPAIR/MAINT WINCH OUT		287.50				
COORDINATED BUSINESS SYSTEMS	09/05/2024	09/24/2024	4,348.47	0.00	Paid	Y	
OTHER EQUIPMENT; GLOBAL SEARCH SUBSCRIP	KTHELEN						09/01/2024
101-41820-50580	OTHER EQUIPMENT; GLOBAL SEARCH SUBSCRIPT		4,348.47				
CROW RIVER SUSPENSION & ALIGNM	09/11/2024	09/24/2024	505.65	505.65	Open	N	
PW; REPAIR/MAINT	KTHELEN						08/27/2024
601-49400-50220	PW; REPAIR/MAINT		505.65				

CULLIGAN, INC	09/12/2024	09/24/2024	111.30	111.30	Open	N
PD; FILTRATION SVC-SEP 2024	KTHELEN					08/31/2024
101-42120-50220	PD; FILTRATION SVC-SEP 2024		55.65			
101-43100-50220	PW; FILTRATION SVC-SEP 2024		55.65			
CULLIGAN, INC	09/12/2024	09/24/2024	43.30	43.30	Open	N
AC; WTR SOFTNER RENTAL - SEP 2024	KTHELEN					08/31/2024
101-41910-50220	AC; WTR SOFTNER RENTAL - SEP 2024		43.30			
CULLINAN, JACOB&LISA	09/11/2024	09/18/2024	53.83	53.83	Open	N
UB refund for account: 2334	DBRUNETTE					09/11/2024
601-00000-15550	CREDIT FORWARD		53.83			
DEARBORN NATIONAL	09/12/2024	09/24/2024	411.40	411.40	Open	N
LIFE INSURANCE- OCT 2024	KTHELEN					09/06/2024
101-00000-21780	LIFE INSURANCE- OCT 2024		411.40			
DUESSEL, ANDREAS	09/11/2024	09/18/2024	28.88	28.88	Open	N
UB refund for account: 5048	DBRUNETTE					09/11/2024
601-00000-15550	CREDIT FORWARD		28.88			
ECM PUBLISHERS, INC	09/05/2024	09/24/2024	69.00	69.00	Open	N
PHN; ORDINANCE NO. 2024-12	KTHELEN					08/29/2024
101-41110-50352	PHN; ORDINANCE NO. 2024-12		69.00			
ELITE SANITATION	09/17/2024	09/24/2024	1,348.00	1,348.00	Open	N
PW; PORTABLE RENTAL 8/18-9/14/2024	KTHELEN					09/11/2024
101-45200-50410	PW; PORTABLE RENTAL 8/18-9/14/2024		1,348.00			
ELK RIVER MUNICIPAL UTILITIES	09/17/2024	09/24/2024	1,333.86	0.00	Paid	Y
ELECTRIC SVC; AUG 2024	KTHELEN					09/11/2024
101-43100-50230	PW; DAYTON LGTS 3763		393.00			
101-42260-50381	FD; FIRE DEPT 1 3831		340.11			
602-49400-50381	PW; CSAH 12 LIFT 3914		64.90			
602-49400-50381	PW; DAY LIFT 3958		62.94			
601-49400-50381	PW; WELL #1 6560		289.40			
602-49400-50381	PW; DNR LIFT 6634		123.44			

101-45200-50381	PW; BALL FIELD 10223			60.07			
ENTERPRISE FM TRUST	09/05/2024	09/05/2024	5,961.31	0.00	Paid	Y	
MOTOER VEHICLES LEASING PROGRAM-SEP 202 DBRUNETTE							09/05/2024
401-42120-50550	MOTOER VEHICLES LEASING PROGRAM-SEP 2024		5,961.31				
ESS BROTHERS & SONS INC	09/10/2024	09/24/2024	268.00	268.00	Open	N	
PW; BUILDINGS AND STRUCTURES	KTHELEN						08/29/2024
101-43100-50520	PW; BUILDINGS AND STRUCTURES		268.00				
GOPHER STATE ONE-CALL	09/05/2024	09/24/2024	441.45	441.45	Open	N	
327 BILLABLE TICKETS; AUG 2024	KTHELEN						08/31/2024
601-49400-50220	327 BILLABLE TICKETS; AUG 2024		220.73				
602-49400-50220	327 BILLABLE TICKETS; AUG 2024		220.72				
GUIDANCEPOINT TECHNOLOGIES	09/10/2024	09/24/2024	39.99	39.99	Open	N	
IT; PROFESSIONAL SRVS FD 8/23/2024	KTHELEN						09/09/2024
101-41820-50300	IT; PROFESSIONAL SRVS FD 8/23/2024		39.99				
GUIDANCEPOINT TECHNOLOGIES	09/17/2024	09/24/2024	506.00	506.00	Open	N	
IT; SUBSCRIPTIONS/MEMBERSHIP-MICROSOFT 3	KTHELEN						09/14/2024
101-41810-50205	IT; SUBSCRIPTIONS/MEMBERSHIP-MICROSOFT		506.00				
GUIDANCEPOINT TECHNOLOGIES	09/17/2024	09/24/2024	175.00	175.00	Open	N	
PD; SERVER BACKUP	KTHELEN						09/14/2024
101-41810-50300	PD; SERVER BACKUP		175.00				
GUIDANCEPOINT TECHNOLOGIES	09/17/2024	09/24/2024	305.00	305.00	Open	N	
IT; BACKUP SERVERS	KTHELEN						09/14/2024
101-41810-50300	IT; BACKUP SERVERS		305.00				
HAWKINS, INC	09/11/2024	09/24/2024	7,295.86	7,295.86	Open	N	
PW; OPERATING SUPPLIES	KTHELEN						09/09/2024
601-49400-50210	PW; OPERATING SUPPLIES		7,295.86				
HAWKINS, INC	09/17/2024	09/24/2024	10.00	10.00	Open	N	
PW; CHEMICALS	KTHELEN						09/15/2024
601-49400-50216	PW; CHEMICALS		10.00				

HAYEK, MARK & LISA	09/11/2024	09/18/2024	136.22	136.22	Open	N
UB refund for account: 3643	DBRUNETTE					09/11/2024
601-00000-15550	CREDIT FORWARD		136.22			
HENNEPIN COUNTY	09/11/2024	09/24/2024	2,217.19	2,217.19	Open	N
PD; RADIO LEASE- AUG 2024	KTHELEN					09/04/2024
101-42120-50320	PD; RADIO LEASE- AUG 2024		2,217.19			
HENNEPIN COUNTY	09/12/2024	09/24/2024	3,379.06	3,379.06	Open	N
FD; RADIO LEASE- AUGUST 2024	KTHELEN					09/04/2024
101-42260-50320	FD; RADIO LEASE- AUGUST 2024		3,379.06			
HENNEPIN COUNTY	09/18/2024	09/24/2024	100.00	100.00	Open	N
PD; CTY JAIL FEES-MARCH 2024	KTHELEN					09/01/2024
101-42120-50306	PD; CTY JAIL FEES-MARCH 2024		100.00			
HENNEPIN COUNTY SHERIFFS OFFIC	09/11/2024	09/24/2024	436.44	436.44	Open	N
PD; PER DIEM AND PROCESSING-JUL 2024	KTHELEN					09/04/2024
101-42120-50306	PD; PER DIEM AND PROCESSING-JUL 2024		436.44			
HP GROUP HEALTH NON-PATIENT A/R	09/17/2024	09/24/2024	96.05	0.00	Paid	Y
EAP (CUST# 12750101); SEP 2024	KTHELEN					09/11/2024
101-41810-50205	EAP (CUST# 12750101); SEP 2024		96.05			
INSIDE OUTSIDE ARCHITECTURE	09/10/2024	09/24/2024	1,500.00	1,500.00	Open	N
PROFESSIONAL SRVS - BLESIE CPF PARK CONCEP	KTHELEN					08/28/2024
101-45200-50300	PROFESSIONAL SRVS; CONCEPT PLANNING		1,500.00			
INSIDE OUTSIDE ARCHITECTURE	09/10/2024	09/24/2024	417.86	417.86	Open	N
PROFESSIONAL SRVS; DIAMOND CREEK BALLFIE	KTHELEN					08/28/2024
101-45200-50300	PROFESSIONAL SRVS; DIAMOND CREEK BALLFIE		417.86			
JOHN CEDERBERG	09/11/2024	09/18/2024	22.28	22.28	Open	N
UB refund for account: 1962	DBRUNETTE					09/11/2024
601-00000-15550	CREDIT FORWARD		22.28			
KGM TECHNOLOGIES	09/11/2024	09/24/2024	1,592.00	1,592.00	Open	N

PD; OTHER EQUIPMENT - SUPPRESSORS QTY 2	KTHELEN						08/27/2024
101-42120-50580	PD; OTHER EQUIPMENT - SUPPRESSORS QTY 2			1,592.00			
KLINE, JOE & KRISTINE	09/11/2024	09/18/2024		167.88	167.88	Open	N
UB refund for account: 2299	DBRUNETTE						09/11/2024
601-00000-15550	CREDIT FORWARD			167.88			
KWIK TRIP INC	09/11/2024	09/24/2024		99.90	0.00	Paid	Y
PD; 514204/ CARWASH AUG 2024	KTHELEN						09/03/2024
101-42120-50220	PD; 514204/ CARWASH AUG 2024			99.90			
LAUREL TREE FARMS	09/17/2024	09/24/2024		499.00	499.00	Open	N
PW: BUILDINGS AND STRUCTURES, SPRUCE QTY KTHELEN							09/12/2024
101-43100-50520	PW: BUILDINGS AND STRUCTURES, SPRUCE			499.00			
LEAGUE OF MINNESOTA CITIES	09/17/2024	09/24/2024		3,886.00	3,886.00	Open	N
SUBSCRIPTIONS/MEMBERSHP DUES SEP-DEC20 KTHELEN							09/13/2024
101-41110-50205	SUBSCRIPTIONS/MEMBERSHP DUES SEP-DEC2024			3,886.00			
LENNAR	09/05/2024	09/24/2024		3,000.00	3,000.00	Open	N
14781 109TH AVE N LANDSCAPE ESCROW RELE/ KTHELEN							09/05/2024
420-00000-22100	14781 109TH AVE N LANDSCAPE ESCROW REL			3,000.00			
LENNAR	09/05/2024	09/24/2024		3,000.00	3,000.00	Open	N
14780 109TH AVE N LANDSCAPE ESCROW RELE/ KTHELEN							09/05/2024
420-00000-22100	14780 109TH AVE N LANDSCAPE ESCROW REL			3,000.00			
LENNAR	09/05/2024	09/24/2024		3,000.00	3,000.00	Open	N
14520 109TH AVE N LANDSCAPE ESCROW RELE/ KTHELEN							09/05/2024
420-00000-22100	14520 109TH AVE N LANDSCAPE ESCROW REL			3,000.00			
LENNAR	09/05/2024	09/24/2024		3,000.00	3,000.00	Open	N
10841 ITHACA LA N LANDSCAPE ESCROW RELEA KTHELEN							09/05/2024
420-00000-22100	10841 ITHACA LA N LANDSCAPE ESCROW REL			3,000.00			
LENNAR	09/05/2024	09/24/2024		3,000.00	3,000.00	Open	N
10840 ITHACA LN N LANDSCAPE ESCROW RELE/ KTHELEN							09/05/2024
420-00000-22100	10840 ITHACA LN N LANDSCAPE ESCROW REL			3,000.00			

LENNAR	09/05/2024	09/24/2024	3,000.00	3,000.00	Open	N
10850 ITHACA LA N LANDSCAPE ESCROW RELEA KTHELEN						09/05/2024
420-00000-22100	10850 ITHACA LA N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	09/05/2024	09/24/2024	3,000.00	3,000.00	Open	N
10800 ITHACA LA N LANDSCAPE ESCROW RELEA KTHELEN						09/05/2024
420-00000-22100	10800 ITHACA LA N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	09/05/2024	09/24/2024	3,000.00	3,000.00	Open	N
10945 ITHACA LN N LANDSCAPE ESCROW RELEA KTHELEN						09/05/2024
420-00000-22100	10945 ITHACA LN N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	09/05/2024	09/24/2024	3,000.00	3,000.00	Open	N
10935 ITHACA LN N LANDSCAPE ESCROW RELEA KTHELEN						09/05/2024
420-00000-22100	10935 ITHACA LN N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	09/05/2024	09/24/2024	3,000.00	3,000.00	Open	N
10956 ITHACA LN N LANDSCAPE ESCROW RELEA KTHELEN						09/05/2024
420-00000-22100	10956 ITHACA LN N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	09/05/2024	09/24/2024	3,000.00	3,000.00	Open	N
11025 ITHACA LN N LANDSCAPE ESCROW RELEA KTHELEN						09/05/2024
420-00000-22100	11025 ITHACA LN N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	09/05/2024	09/24/2024	3,000.00	3,000.00	Open	N
10966 ITHACA LN N LANDSCAPE ESCROW RELEA KTHELEN						09/05/2024
420-00000-22100	10966 ITHACA LN N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	09/05/2024	09/24/2024	3,000.00	3,000.00	Open	N
11116 ITHACA LN N LANDSCAPE ESCROW RELEA KTHELEN						09/05/2024
420-00000-22100	11116 ITHACA LN N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	09/05/2024	09/24/2024	3,000.00	3,000.00	Open	N
11246 ITHACA LN N LANDSCAPE ESCROW RELEA KTHELEN						09/05/2024
420-00000-22100	11246 ITHACA LN N LANDSCAPE ESCROW REL		3,000.00			
LENNAR	09/05/2024	09/24/2024	3,000.00	3,000.00	Open	N

11126 ITHACA LN N LANDSCAPE ESCROW RELE/ KTHELEN							09/05/2024
420-00000-22100	11126 ITHACA LN N LANDSCAPE ESCROW REL			3,000.00			
LENNAR	09/05/2024	09/24/2024		3,000.00	3,000.00	Open	N
11136 ITHACA LN N LANDSCAPE ESCROW RELE/ KTHELEN							09/05/2024
420-00000-22100	11136 ITHACA LN N LANDSCAPE ESCROW REL			3,000.00			
LENNAR	09/05/2024	09/24/2024		3,000.00	3,000.00	Open	N
11115 ITHACA LN N LANDSCAPE ESCROW RELE/ KTHELEN							09/05/2024
420-00000-22100	11115 ITHACA LN N LANDSCAPE ESCROW REL			3,000.00			
LENNAR	09/05/2024	09/24/2024		3,000.00	3,000.00	Open	N
11125 ITHACA LN N LANDSCAPE ESCROW RELE/ KTHELEN							09/05/2024
420-00000-22100	11125 ITHACA LN N LANDSCAPE ESCROW REL			3,000.00			
LENNAR	09/05/2024	09/24/2024		3,000.00	3,000.00	Open	N
11256 ITHACA LN N LANDSCAPE ESCROW RELE/ KTHELEN							09/05/2024
420-00000-22100	11256 ITHACA LN N LANDSCAPE ESCROW REL			3,000.00			
LEVANDER, GILLEN & MILLER, P.A.	09/17/2024	09/24/2024		822.50	822.50	Open	N
CLIENT#72000-00000E SMT#1, EDA ATTORNEY F KTHELEN							08/30/2024
225-41710-50300	PROFESSIONAL SRVS; EDA ATTORNEY FEES			822.50			
LEXIS NEXIS	09/17/2024	09/24/2024		200.00	200.00	Open	N
PD; CONTRACT SERVICES-AUG 2024	KTHELEN						08/31/2024
101-42120-50308	PD; CONTRACT SERVICES-AUG 2024			200.00			
LINDSEY VAN HEEL & KYLE LEWIS	09/11/2024	09/18/2024		36.06	36.06	Open	N
UB refund for account: 6084	DBRUNETTE						09/11/2024
601-00000-15550	CREDIT FORWARD			36.06			
LOMELI, ANTONIO	09/11/2024	09/18/2024		102.22	102.22	Open	N
UB refund for account: 3734	DBRUNETTE						09/11/2024
601-00000-15550	CREDIT FORWARD			102.22			
LYNDE & MCLEOD INC	09/12/2024	09/24/2024		408.40	408.40	Open	N
YARD WASTE SITE RENTAL; OCT 2024	KTHELEN						09/06/2024
101-41650-50387	YARD WASTE SITE RENTAL; OCT 2024			408.40			



LYNDE & MCLEOD INC	09/18/2024	09/24/2024	5,669.05	5,669.05	Open	N
YARD WASTE SITE RENTAL; AUGUST 2024	KTHELEN					08/31/2024
101-41650-50387	YARD WASTE SITE RENTAL; AUG 2024		737.50			
101-43100-50224	PW; BRUSH REMOVAL		5,003.20			
101-41650-50387	PW; YARD WASTE COMPOST REBATE		(71.65)			
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MACQUEEN EMERGENCY GROUP	09/11/2024	09/24/2024	762.34	762.34	Open	N
FD; REPAIR/MAINT - MOUNTS	KTHELEN					09/06/2024
101-42260-50220	FD; REPAIR/MAINT - MOUNTS		762.34			
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MENARDS - MAPLE GROVE	09/10/2024	09/24/2024	435.00	435.00	Open	N
PW; BUILDINGS AND STRUCTURES	KTHELEN					08/16/2024
101-43100-50520	PW; BUILDINGS AND STRUCTURES		435.00			
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MENARDS - MAPLE GROVE	09/11/2024	09/24/2024	299.45	299.45	Open	N
CH BUILDINGS AND STRUCTURES; CH SIDEWALK	KTHELEN					09/03/2024
101-43100-50520	CH BUILDINGS AND STRUCTURES; CH SIDEWALK		299.45			
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MENARDS - MAPLE GROVE	09/11/2024	09/24/2024	192.25	192.25	Open	N
CH BUILDINGS AND STRUCTURES; CH CONCRETE	KTHELEN					09/03/2024
101-43100-50520	CH BUILDINGS AND STRUCTURES; CH CONCRETE		192.25			
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METROPOLITAN COUNCIL	09/05/2024	09/24/2024	42,399.58	0.00	Paid	Y
147.01 WASTE WATER SERVICE; OCT 2024	KTHELEN					09/03/2024
602-49400-50313	147.01 WASTE WATER SERVICE; OCT 2024		42,399.58			
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METROPOLITAN COUNCIL	09/12/2024	09/24/2024	36,902.25	0.00	Paid	Y
SAC FEE; AUG 2024	KTHELEN					09/12/2024
602-00000-20801	SAC FEE; AUG 2024		37,275.00			
602-49450-37270	LESS PROMPT PAYMENT FEE; AUG 2024		(372.75)			
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MIDWEST WASH SYSTEMS LLC	09/17/2024	09/24/2024	508.19	508.19	Open	N
PW; OPERATING SUPPLIES, WASH BULK, RINSE A	KTHELEN					09/12/2024
101-43100-50210	PW; OPERATING SUPPLIES		508.19			
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MINNESOTA CIT	09/11/2024	09/24/2024	1,950.00	1,950.00	Open	N
PD; PROFESSIONAL DEVELOPMENT-40HR CERT (	KTHELEN					09/10/2024

101-42120-50208	PD; PROFESSIONAL DEVELOPMENT-40HR CERT			1,950.00			
MINNESOTA DEPARTMENT OF HEALTH	09/18/2024	09/24/2024	7,268.25	0.00	Paid	Y	
MN CONNECT FEE; 2991 JUL-SEP 2024	KTHELEN						08/15/2024
601-00000-20820	MN CONNECT FEE; 2991 JUL-SEP 2024		7,268.25				
MN DEPT OF REVENUE	09/06/2024	09/06/2024	65.00	0.00	Paid	Y	
SALES/USE TAX; AUG 2024	DBRUNETTE						09/06/2024
101-00000-20300	SALES/USE TAX; AUG 2024		65.00				
MONSON, CHRIS	09/11/2024	09/18/2024	12.12	12.12	Open	N	
UB refund for account: 2804	DBRUNETTE						09/11/2024
601-00000-15550	CREDIT FORWARD		12.12				
MONTICELLO ANIMAL CONTROL	09/10/2024	09/24/2024	55.00	55.00	Open	N	
PD; ANIMAL CONTROL 8/12/24 1 AUBURN DRIVE	KTHELEN						09/05/2024
101-42140-50308	PD; ANIMAL CONTROL 8/12/24 1 AUBURN DRIV		55.00				
MOONEY, SCOTT	09/11/2024	09/18/2024	72.72	72.72	Open	N	
UB refund for account: 2327	DBRUNETTE						09/11/2024
601-00000-15550	CREDIT FORWARD		72.72				
MORRIES BUFFALO FORD	09/18/2024	09/24/2024	57,577.00	0.00	Paid	Y	
2024 FORD SUPER DUTY F-3350	DBRUNETTE						09/18/2024
236-42260-50580	2024 FORD SUPER DUTY F-3350		57,577.00				
NAPA AUTO PARTS	09/05/2024	09/24/2024	16.35	16.35	Open	N	
PD; REPAIR/MAINT-PANEL FILTER	KTHELEN						08/20/2024
101-42120-50220	PD; REPAIR/MAINT-PANEL FILTER		16.35				
NELSON, PAUL	09/11/2024	09/18/2024	109.23	109.23	Open	N	
UB refund for account: 2036	DBRUNETTE						09/11/2024
601-00000-15550	CREDIT FORWARD		109.23				
OMANN BROTHERS INC	09/12/2024	09/24/2024	214.13	214.13	Open	N	
PW; PAVING SUPPLIES	KTHELEN						09/09/2024
101-43100-50224	PW; PAVING SUPPLIES		214.13				

QUALITY FLOW SYSTEMS INC	09/18/2024	09/24/2024	3,400.00	3,400.00	Open	N
PW; REPAIR/MAINT SERVICE CHECKS AND PUMP KTHELEN						09/10/2024
602-49400-50220 PW; REPAIR/MAINT SERVICE CHECKS AND PUMP			3,400.00			
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REPUBLIC SERVICES, INC.	09/10/2024	09/24/2024	308.41	0.00	Paid	Y
PW; REFUSE/GARBAGE DISPOSAL-16471 SEPT24 KTHELEN						08/30/2024
101-43100-50384 PW; REFUSE/GARBAGE DISPOSAL-16471 SEPT24			308.41			
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REPUBLIC SERVICES, INC.	09/10/2024	09/24/2024	509.52	0.00	Paid	Y
PW/PD; WASTE/SHREDDING- AUG 2024 KTHELEN						08/30/2024
101-43100-50384 PW; WASTE/SHREDDING- AUG 2024			254.76			
101-42120-50384 PD; WASTE/SHREDDING- AUG 2024			254.76			
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REPUBLIC SERVICES, INC.	09/10/2024	09/24/2024	402.34	0.00	Paid	Y
CH; WASTE/SHREDDING- AUG 2024 KTHELEN						08/30/2024
101-41810-50384 CH; WASTE/SHREDDING- AUG 2024			402.34			
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REPUBLIC SERVICES, INC.	09/10/2024	09/24/2024	164.71	0.00	Paid	Y
AC;WASTE- 18461 DAYTON/ AUG 2024 KTHELEN						08/30/2024
101-41910-50384 AC;WASTE- 18461 DAYTON/ AUG 2024			164.71			
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ROGERS TRUE VALUE	09/10/2024	09/24/2024	162.79	162.79	Open	N
PW; REPAIR/MAINT, PAINT SUPPLIES KTHELEN						09/09/2024
601-49400-50220 PW; REPAIR/MAINT, PAINT SUPPLIES			162.79			
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RPM GRAPHICS, INC	09/10/2024	09/24/2024	80.00	80.00	Open	N
FD; UNIFORM 6X1" WHITE REFLECTIVE CUT ADHE KTHELEN						09/06/2024
101-42260-50217 FD; UNIFORM 6X1" WHITE REFLECTIVE CUT AD			80.00			
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SIMMER BROTHER HOMES	09/09/2024	09/24/2024	3,000.00	3,000.00	Open	N
14995 143RD AVE N LANDSCAPE ESCROW RELE/ KTHELEN						09/09/2024
420-00000-22100 14995 143RD AVE N LANDSCAPE ESCROW REL			3,000.00			
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SQUIRES, WALDSPURGER & MACE P.A.	09/10/2024	09/24/2024	378.00	378.00	Open	N
LEGAL SVCS; JULY 2024 KTHELEN						09/04/2024
101-41640-50304 LEGAL SVCS; JULY 2024			378.00			
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SRF CONSULTING GROUP INC	09/10/2024	09/24/2024	324.00	324.00	Open	N

ENGINEERING FEES; AUG 2024	KTHELEN						08/31/2024
459-43100-50303-2000	ENGINEERING FEES; AUG 2024			324.00			
SUNBELT RENTALS	09/17/2024	09/24/2024		177.39	177.39	Open	N
PW;RENTALS (GENERAL); CONCRETE MIXER TOW	KTHELEN						09/11/2024
101-43100-50410	PW;RENTALS (GENERAL); CONCRETE MIXER TOW			177.39			
T MOBILE	08/21/2024	09/24/2024		969.11	0.00	Paid	Y
PD; 990673330 CELL SVC-AUG 2024	KTHELEN						09/05/2024
101-42120-50320	PD; 990673330 CELL SVC-AUG 2024			969.11			
TASC	09/17/2024	09/24/2024		20.59	0.00	Paid	Y
COBRA ADMIN FEE; NOV 2024	KTHELEN						09/17/2024
101-41810-50205	COBRA ADMIN FEE; NOV 2024			20.59			
THREE RIVERS PARK DISTRICT	09/12/2024	09/24/2024		105,400.00	105,400.00	Open	N
REIMBURSEMENT LAWCON STORMWATER PANEL	KTHELEN						09/12/2024
415-41900-50200	REIMBURSEMENT LAWCON STORMWATER PANEL			105,400.00			
TIMESAVER OFF SITE SECRETARIAL. INC	09/17/2024	09/24/2024		881.50	881.50	Open	N
MUINTES; 8/24 CC, 9/3 PK COM, 9/5 PLN C	KTHELEN						09/13/2024
101-41420-50300	MUINTES; 8/24 CC, 9/3 PK COM, 9/5 PLN C			881.50			
TOSHIBA BUSINESS SYSTEMS	09/10/2024	09/24/2024		72.28	72.28	Open	N
CH; ESTUDIO 4525 BACK PRINTER AUG 2024	KTHELEN						09/10/2024
101-41820-50308	CH; ESTUDIO 4525 BACK PRINTER AUG 2024			72.28			
TOSHIBA BUSINESS SYSTEMS	09/10/2024	09/24/2024		33.35	33.35	Open	N
FD; ESTUDIO 2525- BW/CLR AUG/SEP	KTHELEN						09/03/2024
101-42260-50308	FD; ESTUDIO 2525- BW/CLR AUG/SEP			33.35			
TOSHIBA BUSINESS SYSTEMS	09/10/2024	09/24/2024		8.74	8.74	Open	N
PD; ESTUDIO 3518- BW JUN/JUL/AUG	KTHELEN						09/03/2024
101-42120-50308	PD; ESTUDIO 3518- BW JUN/JUL/AUG			8.74			
UNUM LIFE INSURANCE COMPANY	09/17/2024	09/24/2024		1,854.63	1,854.63	Open	N
OCT 2024/0471540-001	KTHELEN						09/13/2024
101-00000-21705	OCT 2024/0471540-001			1,854.63			

VISA-CH	09/17/2024	09/24/2024	979.29	0.00	Paid	Y
5321 VISA CH; AUG 2024	KTHELEN					09/02/2024
101-41310-50200	CH: CLIVES ROADHOUSE		45.29			
101-41710-50208	PRO DEV; JON SEVALD CONF REGISTRATION		467.00			
101-41710-50208	PRO DEV; HAYDEN STENSGARD CONF REG		467.00			
VISA-CH	09/17/2024	09/24/2024	1,015.84	0.00	Paid	Y
5198 VISA CH; AUG 2024	KTHELEN					09/01/2024
101-41500-50205	CH; ZOOM		43.41			
101-41820-50308	CH; MICROSOFT		8.70			
101-41820-50308	CH; DIGIUM CLOUD		704.67			
101-43100-50212	PW; MOTOR FUELS-FUEL CLOUD		122.50			
101-41820-50308	CH; MICROSOFT		4.00			
101-41810-50200	CH; SUPPLIES-AMAZON		52.60			
101-41410-50210	CH; ELECTION OPERATING SUPP, DOLLAR TREE		19.26			
101-41110-50210	CH; CC OPERATING SUPP; WALMART		48.20			
101-41810-50200	CH; SUPPLIES-AMAZON		12.50			
VISA-FD2	09/11/2024	09/24/2024	1,313.26	0.00	Paid	Y
5396 VISA FD; AUG 2024	KTHELEN					08/31/2024
101-42260-50200	FD; SUPPLIES - AMAZON		215.91			
101-42260-50220	FD; MISTER CAR WASH-ASTRUP		35.88			
101-42260-50207	FD; RECRUITMENT AND RETENTION-JERSEY MIK		178.69			
101-42260-50220	FD; SOTA SHINE-HENDRICKSON		25.06			
101-42260-50200	FD; SUPPLIES-AMAZON: TAGOUT KIT, GOGGLES		239.45			
101-42260-50207	FD; RECRUITMENT AND RETENTION-BIGBOREBBQ		165.00			
101-42260-50322	FD; POSTAGE- UPS, COMMERCIAL GROUND		15.31			
101-42260-50220	FD; REPAIR/MAINT-AMAZON, LED HEADLIGHTS		79.99			
101-42260-50207	FD; RECRUITMENT AND RETENTION-ETSY AWARD		227.74			
101-42260-50207	FD; RECRUITMENT AND RETENTION-ETSY FFOTY		130.23			
VISA-PD	09/11/2024	09/24/2024	1,103.56	0.00	Paid	Y
5081 VISA PD; AUGUST 2024	KTHELEN					09/01/2024
101-42120-50399	PD; CODE ENFORCEMENT EXPENSES - GALLS.CO		114.00			
101-42120-50208	PD; PRO DEV- DMT RECERT, BCA TRAINING		75.00			
101-42120-50580	PD; OTHER EQUIPMENT, SIONICS, H3 BUFFERS		117.80			
101-42120-50217	PD; UNIFORM, OAKLEY, BURSTAD U.ALLOWANCE		431.19			

101-42120-50208	PD; PRO DEV- COURTYARD ST. CLOUD, REICHS			290.57			
101-42120-50205	PD; SUBSCRIPTIONS/MEMBERSHP FOR MNCPA			75.00			
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VISA-PW		09/18/2024	09/24/2024	2,520.03	0.00	Paid	Y
7665 VISA PW; AUG 2024	KTHELEN						09/02/2024
101-41910-50213	PW; EMPLOYEE APPRECIATION PRGM PINTS&PAD			956.52			
101-41820-50300	PW; PROFESSIONAL SRVS WPFORMS			79.00			
601-49400-50322	PW; POSTAGE UPS GROUND COMMERCIAL			14.82			
101-45200-50210	PW; OPERATING SUPPLIES AMAZON 20GL TREEW			55.98			
101-43100-50300	PW; PROFESSIONAL SRVS ESRI ANNUAL SUBSCR			188.49			
101-45200-50300	PW; PROFESSIONAL SRVS ESRI ANNUAL SUBSCR			188.49			
601-49400-50300	PW; PROFESSIONAL SRVS ESRI ANNUAL SUBSCR			188.50			
602-49400-50300	PW; PROFESSIONAL SRVS ESRI ANNUAL SUBSCR			188.50			
101-41710-50205	PW; PROF SRVS ESRI ANNUAL SUBSCR HAYDEN			659.73			
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WESTSIDE WHOLESALE, INC		09/11/2024	09/24/2024	162.34	162.34	Open	N
PW; REPAIR/MAINT. ORING AND REPAIR	KTHELEN						09/09/2024
101-43100-50220	PW; REPAIR/MAINT. ORING AND REPAIR			162.34			
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WOLD, TIMOTHY & EMILY		09/11/2024	09/18/2024	246.91	246.91	Open	N
UB refund for account: 5256	DBRUNETTE						09/11/2024
601-00000-15550	CREDIT FORWARD			246.91			
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WRIGHT COUNTY FINANCE AND TAXPAYER		09/12/2024	09/24/2024	20.00	0.00	Paid	Y
SUBSCRIPTIONS/MEMBERSHP; B. BENTING NOT/ KTHELEN							09/12/2024
101-41420-50205	SUBSCRIPTIONS/MEMBERSHP; B.BENTING NOTAR			20.00			
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XCEL ENERGY		09/10/2024	09/24/2024	25.98	0.00	Paid	Y
51-0014444653-6; 146TH AVE S.LIGHTS AUG-SEI KTHELEN							09/17/2024
101-43100-50230	51-0014444653-6; 146TH AVE S.LIGHTS			25.98			
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XCEL ENERGY		09/10/2024	09/24/2024	4,678.21	0.00	Paid	Y
51-0011857801-8;PD/PW BLDG; AUG-SEP	KTHELEN						09/17/2024
101-42120-50381	51-0011857801-8;PD/PW BLDG; AUG-SEP			2,339.10			
101-43100-50381	51-0011857801-8;PD/PW BLDG; AUG-SEP			2,339.11			
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XCEL ENERGY		09/10/2024	09/24/2024	22.15	0.00	Paid	Y
51-6970693-8 SHED; AUG-SEP	KTHELEN						09/17/2024

101-45200-50381	51-6970693-8 SHED; AUG-SEP			22.15				
XCEL ENERGY	09/10/2024	09/24/2024	23.94	0.00	Paid	Y		
51-0014423188-8;146TH AVE ST LGT AUG-SEP	KTHELEN						09/17/2024	
101-43100-50230	51-0014423188-8;146TH AVE ST LGT		23.94					
XCEL ENERGY	09/10/2024	09/24/2024	35.45	0.00	Paid	Y		
51-0013211437-0;SDL TRAIL LIFT; AUG-SEP	KTHELEN						09/17/2024	
601-49400-50381	51-0013211437-0;SDL TRAIL LIFT; AUG-SEP		35.45					
XCEL ENERGY	09/17/2024	09/24/2024	40.37	0.00	Paid	Y		
51-0013923150-3;HOLLY LN; AUG-SEP	KTHELEN						09/10/2024	
101-43100-50230	51-0013923150-3;HOLLY LN; AUG-SEP		40.37					
XCEL ENERGY	09/17/2024	09/24/2024	2,944.63	0.00	Paid	Y		
51-0013565432-4 WELLHOUSE; AUG-SEP	KTHELEN						09/10/2024	
601-49400-50381	51-0013565432-4 WELLHOUSE; AUG-SEP		2,944.63					
XCEL ENERGY	09/17/2024	09/24/2024	35.28	0.00	Paid	Y		
51-0013565432-4 WELLHOUSE; AUG-SEP	KTHELEN						09/10/2024	
101-43100-50230	51-0013565432-4 WELLHOUSE; AUG-SEP		35.28					
XCEL ENERGY	09/17/2024	09/24/2024	52.67	0.00	Paid	Y		
51-0014473382-9 12000.5 W FRENCH LK AUG-S	KTHELEN						09/11/2024	
459-43100-50300-2001	51-0014473382-9 12000.5 W FRENCH LK		52.67					
XCEL ENERGY	09/17/2024	09/24/2024	44.01	0.00	Paid	Y		
51-0014158934-9; 11501 DAYTON/S.L. AUG-SEP	KTHELEN						09/04/2024	
101-43100-50230	51-0014158934-9; 11501 DAYTON/S.L.		44.01					
XCEL ENERGY	09/17/2024	09/24/2024	55.34	0.00	Paid	Y		
51-0013433188-8; 18432 UNIT SIGNAL; AUG-SEP	KTHELEN						09/05/2024	
101-43100-50230	51-0013433188-8; 18432 UNIT SIGNAL;		55.34					
XCEL ENERGY	09/17/2024	09/24/2024	26.08	0.00	Paid	Y		
51-0014444656-9; CHESHIRE CT S.LIGHTS	KTHELEN						09/10/2024	
101-43100-50230	51-0014444656-9; CHESHIRE CT S.LIGHTS		26.08					

XCEL ENERGY	09/17/2024	09/24/2024	2.39	0.00	Paid	Y
51-0014297205-1;U.PASS W/RH PKWY; AUG-SEF KTHELEN						09/10/2024
101-43100-50230	51-0014297205-1;U.PASS W/RH PKWY;		2.39			
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XCEL ENERGY	09/17/2024	09/24/2024	94.84	0.00	Paid	Y
51-0013433327-7; UNIT SIGNAL; AUG-SEP KTHELEN						09/03/2024
101-43100-50230	51-0013433327-7; UNIT SIGNAL;		94.84			
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XCEL ENERGY	09/17/2024	09/24/2024	32.59	0.00	Paid	Y
51-0013433412-1; HWY 94 LGT; AUG-SEP KTHELEN						09/10/2024
101-43100-50230	51-0013433412-1; HWY 94 LGT;		32.59			
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XCEL ENERGY	09/17/2024	09/24/2024	130.50	0.00	Paid	Y
51-0013433364-2; ST LGT; AUG-SEP KTHELEN						09/04/2024
101-43100-50230	51-0013433364-2; ST LGT; AUG-SEP 2024		130.50			
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XCEL ENERGY	09/17/2024	09/24/2024	79.73	0.00	Paid	Y
51-8932050-3 CR81; AUG 2024 KTHELEN						08/29/2024
101-43100-50230	51-8932050-3 CR81; AUG 2024		79.73			
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XCEL ENERGY	09/17/2024	09/24/2024	38.17	0.00	Paid	Y
51-0013433058-1; BROCKTON SIGNAL; JUL-AUG KTHELEN						09/03/2024
101-43100-50230	51-0013433058-1; BROCKTON SIGNAL; JUL-AU		38.17			
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XCEL ENERGY	09/17/2024	09/24/2024	30.77	0.00	Paid	Y
51-5420841-2 ST LGT; AUG-SEP KTHELEN						09/03/2024
101-43100-50230	51-5420841-2 ST LGT; AUG-SEP		30.77			
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XCEL ENERGY	09/17/2024	09/24/2024	937.42	0.00	Paid	Y
51-6111142-2 ST LGT; AUG-SEP KTHELEN						09/03/2024
101-43100-50230	51-6111142-2 ST LGT; AUG-SEP		937.42			
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XCEL ENERGY	09/17/2024	09/24/2024	0.16	0.00	Paid	Y
51-0014712973-2; 18160 SIREN; AUG-SEP KTHELEN						09/10/2024
101-42130-50381	51-0014712973-2; 18160 SIREN; AUG-SEP		0.16			
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XCEL ENERGY	09/18/2024	09/24/2024	56.34	0.00	Paid	Y
51-0013348079-5; 14430 DAYTON RIVER RD KTHELEN						09/16/2024



101-45200-50381	51-0013348079-5; 14430 DAYTON RIVER RD	56.34	
# of Invoices: 157 # Due: 103	Totals:	508,658.90	331,169.38
# of Credit Memos: 0 # Due: 0	Totals:	0.00	0.00
Net of Invoices and Credit Memos:		508,658.90	331,169.38

\* 2 Net Invoices have Credits Totalling:

(444.40)

--- TOTALS BY FUND ---

101 - GENERAL FUND	79,281.87	55,892.15
225 - EDA	822.50	822.50
236 - FIRE PUBLIC SAFETY AID	57,577.00	0.00
401 - CAPITAL EQUIPMENT	5,961.31	0.00
415 - STORMWATER	105,400.00	105,400.00
420 - LANDSCAPE ESCROWS	60,000.00	60,000.00
459 - 2022 TIF STREET IMPROVEMENTS	376.67	324.00
601 - WATER FUND	115,877.22	105,110.01
602 - SEWER FUND	83,362.33	3,620.72

--- TOTALS BY DEPT/ACTIVITY ---

00000 -	109,518.01	64,909.76
40700 - Misc Revenue	4.00	0.00
41110 - Council	4,003.20	3,955.00
41310 - Administration	45.29	0.00
41410 - Elections	19.26	0.00
41420 - City Clerk	2,229.68	2,209.68
41500 - Finance	43.41	0.00
41640 - Legal Services	3,654.00	3,654.00
41650 - Recycling Services	1,074.25	1,074.25
41710 - Plannning & Economic Dev	2,416.23	822.50
41810 - Central Services	3,981.85	2,407.21
41820 - Information Technology	15,444.36	10,299.52
41900 - General Govt	105,400.00	105,400.00
41910 - Activity Center	1,164.53	43.30
42120 - Patrol and Investigate	17,461.88	6,576.37
42130 - Emergency Mgmt	23.66	0.00
42140 - Animal Control	55.00	55.00

42260 - Fire Suppression	64,464.15	4,825.75
43100 - Public Works	21,323.40	15,322.20
45200 - Parks	4,130.17	3,377.84
49400 - Utilities	152,575.32	106,237.00
49450 - Sewer	(372.75)	0.00

**PRESENTER:**

Jason Quisberg

**ITEM:**

Reduction of the Letter of Credit (LOC) for the 1<sup>st</sup> Addition of the Brayburn East Development.

**PREPARED BY:**

Jason Quisberg, Engineering  
Nick Findley, Engineering

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Reduction of the letter of credit for public improvements for the 1<sup>st</sup> Addition of the Brayburn East Development.

**BACKGROUND:**

Work in the 1<sup>st</sup> of the Brayburn East Development continues to be completed. To date they have been working on utility and street installation.

The current LOC balance for 1<sup>st</sup> Addition is \$2,711,781.00. We recommend reducing the LOC to an amount of \$2,109,008.62. LOC for Brayburn East 1<sup>st</sup> Addition would be released in the amount of \$602,772.38.

**CRITICAL ISSUES:**

There are no outstanding critical issues.

**COMMISSION REVIEW / ACTION (IF APPLICABLE):**

**60/120-DAY RULE (IF APPLICABLE):**

**RELATIONSHIP TO COUNCIL GOALS:**

**BUDGET IMPACT:**

None

**RECOMMENDATION:**

Staff recommends reducing the LOC for the 1<sup>st</sup> Addition of the Brayburn East Development by the amount of \$602,772.38 for a remaining balance of \$2,109,008.62.

**ATTACHMENT(S):**

Brayburn East 1<sup>st</sup> Addition Remaining Work Summary

Remaining Work: \$1,695,007.18

120% of Remaining Work: \$2,034,008.62

Punch List: \$50,000.00

Record Plans: \$25,000.00

Total: \$2,109,008.62

COMPLETED ITEMS BY PAY PERIOD

BRAYBURN TRAILS EAST - PHASE 1  
TWIN CITIES LAND DEVELOPMENT

SR WEIDEMA JOB # 3200

PAY PERIOD END DATE:



ITEM	DESCRIPTION OF PAY ITEM	QUANTITIES	UNIT	UNIT PRICE	TOTAL BID	Thru: 8/31/2024		TOTAL TO DATE	
						PARTIAL PAY ESTIMATE 2			
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
<b>BASE BID</b>									
<b>SANITARY SEWER:</b>									
10	MOBILIZATION	1.00	LS	7,500.00	7,500.00	-	\$0.00	1.00	\$7,500.00
20	TELEWISE SEWER	2,321.10	LF	2.50	5,802.75	-	\$0.00	0.00	\$0.00
30	CONNECT TO EXISTING SANITARY SEWER	1.00	EA	3,000.00	3,000.00	-	\$0.00	1.00	\$3,000.00
40	8" PVC SANITARY SEWER SDR35	691.40	LF	57.00	39,409.80	337.00	\$19,209.00	692.00	\$39,444.00
50	8" PVC SANITARY SEWER SDR26	1,629.70	LF	105.00	171,118.50	910.00	\$95,550.00	1,573.00	\$165,165.00
60	CONSTRUCT SANITARY MH-48" DIA (0-8')	13.00	EA	4,810.00	62,530.00	6.00	\$28,860.00	12.00	\$57,720.00
70	CONSTRUCT SANITARY MH-48" DIA (>8')	105.30	LF	242.00	25,482.60	41.47	\$10,035.74	92.58	\$22,404.36
80	8" X 4" PVC WYE SCH.40 W/BEND + CAP	50.00	EA	294.00	14,700.00	23.00	\$6,762.00	43.00	\$12,642.00
90	4" PVC SAN SERVICE SCH.40 - RISER (ACTUAL LENGTH)	394.00	LF	16.00	6,304.00	174.00	\$2,784.00	340.00	\$5,440.00
100	4" PVC SANITARY SERVICE SCHEDULE 40	1,701.50	LF	24.00	40,836.00	1,225.00	\$29,400.00	1,308.00	\$31,392.00
110	REPLACE EXISTING ROAD AT CONNECTION	329.00	SF	5.50	1,809.50	-	\$0.00	0.00	\$0.00
115	INSULATION 4" ATOP SANITARY SEWER	135.00	LF	27.00	3,645.00	135.00	\$3,645.00	135.00	\$3,645.00
<b>SUBTOTAL SANITARY SEWER:</b>					<b>382,138.15</b>		<b>\$196,245.74</b>		<b>\$348,352.36</b>
<b>WATERMAIN:</b>									
120	CONNECT TO EXISTING WATER MAIN	1.00	EA	1,500.00	1,500.00	-	\$0.00	1.00	\$1,500.00
130	WATER TEST	1.00	EA	1,500.00	1,500.00	-	\$0.00	0.00	\$0.00
140	6" WATER MAIN DIP CL-52 (HYDRANT LEADS)	72.80	LF	40.00	2,912.00	46.00	\$1,840.00	64.00	\$2,560.00
145	6" WATER MAIN C900 PVC	165.50	LF	42.00	6,951.00	165.00	\$6,930.00	165.00	\$6,930.00
150	8" WATER MAIN C900 PVC	2,282.00	LF	45.00	102,690.00	945.00	\$42,525.00	1,966.00	\$88,470.00
160	HYDRANT W/ 6" GATE VALVE & BOX	6.00	EA	7,363.00	44,178.00	4.00	\$29,452.00	5.00	\$36,815.00
170	SALVAGE AND RE-INSTALL HYDRANT W/ 6" GV & BOX	1.00	EA	1,559.00	1,559.00	-	\$0.00	1.00	\$1,559.00
180	8" X 6" TEE	7.00	EA	1,040.00	7,280.00	4.00	\$4,160.00	6.00	\$6,240.00
190	8" X 8" TEE	2.00	EA	1,130.00	2,260.00	1.00	\$1,130.00	2.00	\$2,260.00
200	8" - 11.25 DEGREE BEND	3.00	EA	680.00	2,040.00	1.00	\$680.00	3.00	\$2,040.00
210	8" - 22.5 DEGREE BEND	7.00	EA	699.00	4,893.00	4.00	\$2,796.00	7.00	\$4,893.00
220	6" - 45 DEGREE BEND	2.00	EA	605.00	1,210.00	2.00	\$1,210.00	2.00	\$1,210.00
230	6" - 11.25 DEGREE BEND	1.00	EA	584.00	584.00	-	\$0.00	0.00	\$0.00
240	6" GATE VALVE & BOX	1.00	EA	2,080.00	2,080.00	1.00	\$2,080.00	1.00	\$2,080.00
250	8" GATE VALVE & BOX	6.00	EA	2,802.00	16,812.00	1.00	\$2,802.00	4.00	\$11,208.00
260	1" CORP, SADDLE, CURB STOP AND BOX	50.00	EA	565.00	28,250.00	30.00	\$16,950.00	30.00	\$16,950.00
270	1" POLYETHYLENE BLUE ULTRA HDPE SERVICE	2,157.00	LF	16.00	34,512.00	1,243.00	\$19,888.00	1,243.00	\$19,888.00
280	2" CORP, SADDLE, CURB STOP, AND BOX (IRR. SERVICE)	2.00	EA	1,166.00	2,332.00	2.00	\$2,332.00	2.00	\$2,332.00
290	2" POLYETHYLENE BLUE ULTRA HDPE SERVICE (IRR. SERVICE)	68.00	LF	55.00	3,740.00	82.00	\$4,510.00	82.00	\$4,510.00
300	WATER MAIN LOWERING - 8"	2.00	EA	3,456.00	6,912.00	2.00	\$6,912.00	2.00	\$6,912.00
310	WATER MAIN LOWERING - 6"	1.00	EA	2,474.00	2,474.00	1.00	\$2,474.00	1.00	\$2,474.00
320	INSULATION	1.00	LS	2,311.00	2,311.00	-	\$0.00	0.00	\$0.00
<b>SUBTOTAL WATER MAIN:</b>					<b>278,980.00</b>		<b>\$148,671.00</b>		<b>\$220,831.00</b>
<b>STORM SEWER:</b>									
330	TELEWISE SEWER	3,823.00	LF	3.00	11,469.00	-	\$0.00	0.00	\$0.00
340	TELEWISE STREET DRAINTILE	4,282.00	LF	2.50	10,705.00	-	\$0.00	0.00	\$0.00
350	TELEWISE SUMP DRAINTILE	1,046.00	LF	2.50	2,615.00	-	\$0.00	0.00	\$0.00
360	12" RC PIPE SEWER CLASS V	1,177.40	LF	63.00	74,176.20	406.00	\$25,578.00	406.00	\$25,578.00

370	15" RC PIPE SEWER CLASS V	795.00	LF	69.00	54,855.00	366.00	\$25,254.00	366.00	\$25,254.00
380	18" RC PIPE SEWER CLASS V	652.20	LF	73.00	47,610.60	38.00	\$2,774.00	38.00	\$2,774.00
390	21" RC PIPE SEWER CLASS III	835.30	LF	88.00	73,506.40	258.00	\$22,704.00	258.00	\$22,704.00
400	24" RC PIPE SEWER CLASS III	157.70	LF	91.00	14,350.70	70.00	\$6,370.00	70.00	\$6,370.00
410	27" RC PIPE SEWER CLASS III	45.60	LF	114.00	5,198.40	-	\$0.00	0.00	\$0.00
420	30" RC PIPE SEWER CLASS III	160.10	LF	164.00	26,256.40	-	\$0.00	0.00	\$0.00
430	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2'X3' BOX	7.00	EA	2,737.00	19,159.00	2.00	\$5,474.00	2.00	\$5,474.00
440	CONSTRUCT DRAINAGE STRUCTURE DESIGN 27" DIA (0-8')	2.00	EA	2,623.00	5,246.00	-	\$0.00	0.00	\$0.00
450	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48" DIA (0-8')	26.00	EA	4,624.00	120,224.00	9.00	\$41,616.00	9.00	\$41,616.00
460	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60" DIA (0-8')	1.00	EA	6,628.00	6,628.00	-	\$0.00	0.00	\$0.00
470	CONSTRUCT OUTLET CONTROL STRUCTURE 60" DIA (0-8')	7.00	EA	13,855.00	96,985.00	-	\$0.00	0.00	\$0.00
480	CONSTRUCT DRAINAGE STRUCTURE 48" DIA (<8')	24.10	LF	240.00	5,784.00	7.38	\$1,771.20	7.38	\$1,771.20
490	CONSTRUCT DRAINAGE STRUCTURE 60" DIA (<8')	10.57	LF	392.00	4,143.44	-	\$0.00	0.00	\$0.00
500	12" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	1,425.00	2,850.00	-	\$0.00	0.00	\$0.00
510	15" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	1,585.00	3,170.00	1.00	\$1,585.00	1.00	\$1,585.00
520	18" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	1.00	EA	1,716.00	1,716.00	-	\$0.00	0.00	\$0.00
530	21" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	2,191.00	4,382.00	1.00	\$2,191.00	1.00	\$2,191.00
540	24" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	2.00	EA	2,574.00	5,148.00	1.00	\$2,574.00	1.00	\$2,574.00
550	27" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	1.00	EA	2,973.00	2,973.00	-	\$0.00	0.00	\$0.00
560	30" RC PIPE SEWER CLASS III APRON W/TRASH GUARD	1.00	EA	3,317.00	3,317.00	-	\$0.00	0.00	\$0.00
570	4" PVC PERF. DRAINTILE (STREET)	4,282.00	LF	18.00	77,076.00	-	\$0.00	0.00	\$0.00
580	4" PVC DRAINTILE CLEANOUT (STREET)	15.00	EA	193.00	2,895.00	-	\$0.00	0.00	\$0.00
590	INLET PROTECTION	36.00	EA	378.00	13,608.00	-	\$0.00	0.00	\$0.00
600	CLASS III RIP RAP	162.00	CY	171.00	27,702.00	33.00	\$5,643.00	33.00	\$5,643.00
610	6" X 4" PVC WYE (SUMP SERVICE)	20.00	EA	99.00	1,980.00	-	\$0.00	0.00	\$0.00
620	4" X 4" PVC WYE (SUMP SERVICE)	22.00	EA	74.00	1,628.00	-	\$0.00	0.00	\$0.00
630	4" PVC NON-PERFORATED DRAINTILE (SUMP SERVICE) 5' EA	110.00	LF	11.50	1,265.00	-	\$0.00	0.00	\$0.00
640	4" PVC NON-PERFORATED DRAINTILE (C;EANOUT RISER) 4' EA	88.00	LF	9.00	792.00	-	\$0.00	0.00	\$0.00
650	4" CLEANOUT RISER CAP	22.00	EA	126.00	2,772.00	-	\$0.00	0.00	\$0.00
660	6" PVC NON-PERFORATED DRAINTILE (SUMP MAINLINE)	1,046.00	LF	14.00	14,644.00	-	\$0.00	0.00	\$0.00
670	6" PVC CLEANOUT (SUMP MAINLINE)	11.00	EA	318.00	3,498.00	-	\$0.00	0.00	\$0.00
680	6" PVC PERFORATED DRAINTILE (BMP 2)	1,052.00	LF	24.00	25,248.00	-	\$0.00	0.00	\$0.00
690	6" PVC DRAINTILE CLEANOUT (BMP 2)	7.00	EA	310.00	2,170.00	-	\$0.00	0.00	\$0.00
700	#57 COURSE AGGREGATE (DRAINTILE SECTION) (BMP 2)	28.00	CY	81.00	2,268.00	-	\$0.00	0.00	\$0.00
710	MEDIA MIX C DRAINTILE TRENCH (BMP 2)	18,379.00	SF	1.70	31,244.30	-	\$0.00	0.00	\$0.00
720	6" PVC PERFORATED DRAINTILE (BMP 7)	739.00	LF	24.00	17,736.00	-	\$0.00	0.00	\$0.00
730	6" PVC PERFORATED CLEANOUT (BMP 7)	3.00	EA	436.00	1,308.00	-	\$0.00	0.00	\$0.00
740	6" PVC NON-PERFORATED DRAINTILE (BMP 7)	54.00	LF	14.00	756.00	-	\$0.00	0.00	\$0.00
750	#57 COURSE AGGREGATE (DRAINTILE SECTION) (BMP 7)	20.00	CY	81.00	1,620.00	-	\$0.00	0.00	\$0.00
760	MEDIA MIX C DRAINTILE TRENCH (BMP 7)	18,751.00	SF	1.70	31,876.70	-	\$0.00	0.00	\$0.00
770	REMOVE EXISTING 24" FES (NW CORNER)	1.00	EA	334.00	334.00	-	\$0.00	0.00	\$0.00
780	REMOVE EXISTING 24" PIPE (NW CORNER)	13.00	LF	19.00	247.00	-	\$0.00	0.00	\$0.00
790	CORE DRILL EXISTING NE STORM STRUCTURE	1.00	LS	1,200.00	1,200.00	-	\$0.00	0.00	\$0.00
800	MAINTENANCE ACCESS 6" TOPSOIL ON 6" CL-5	5,670.00	SF	6.25	35,437.50	-	\$0.00	0.00	\$0.00
805	TURF REINFORCEMENT MAT - CITY DETAIL STO-10	2,647.00	SF	16.50	43,675.50	-	\$0.00	0.00	\$0.00
<b>SUBTOTAL STORM SEWER:</b>					<b>945,449.14</b>		<b>\$143,534.20</b>		<b>\$143,534.20</b>
<b>STREETS:</b>									
810	MOBILIZATION	1.00	LS	5,150.00	5,150.00	1.00	\$5,150.00	1.00	\$5,150.00
820	SUBGRADE PREPARATION	9,332.10	SY	1.65	15,397.97	5,667.00	\$9,350.55	5,667.00	\$9,350.55
830	SUBGRADE STABILIZATION FABRIC, NON-WOVEN (GEO FAB TYPE V)	9,332.10	SY	1.30	12,131.73	-	\$0.00	0.00	\$0.00
840	12" SELECT GRANULAR BORROW (CV) (TO 1' BOC)	3,110.70	CY	23.25	72,323.78	-	\$0.00	0.00	\$0.00
850	8" AGGREGATE BASE (CV) CL-5 100% CRUSHED (TO 1' BOC)	2,073.80	CY	36.00	74,656.80	-	\$0.00	0.00	\$0.00
860	2" TYPE SPNWB330B BASE COURSE MIXTURE	911.80	TN	76.85	70,071.83	-	\$0.00	0.00	\$0.00
870	1.5" TYPE SPWEA340B WEAR COURSE MIXTURE	683.80	TN	95.75	65,473.85	-	\$0.00	0.00	\$0.00
880	TACK COAT SP2357	379.90	GAL	3.50	1,329.65	-	\$0.00	0.00	\$0.00

890	CONCRETE CURB & GUTTER DESIGN B618	1,143.00	LF	23.00	26,289.00	-	\$0.00	0.00	\$0.00
900	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	3,336.00	LF	18.40	61,382.40	-	\$0.00	0.00	\$0.00
910	ADJUST MH CASTINGS	13.00	EA	485.00	6,305.00	-	\$0.00	0.00	\$0.00
920	ADJUST GATE VALVE CASTINGS	7.00	EA	352.00	2,464.00	-	\$0.00	0.00	\$0.00
930	5' WIDE 6" SIDEWALK W/6" CL-5	11,472.00	SF	7.95	91,202.40	-	\$0.00	0.00	\$0.00
940	PED RAMP 5' SIDEWALK	8.00	EA	1,325.00	10,600.00	-	\$0.00	0.00	\$0.00
950	8' WIDE TRAIL - 3" SPWEA240B BIT - 6" CL-5	9,010.00	SF	3.95	35,589.50	-	\$0.00	0.00	\$0.00
960	PED RAMP 8' BIT TRAIL	2.00	EA	1,640.00	3,280.00	-	\$0.00	0.00	\$0.00
970	STREET LIGHTING - TCLD COORDINATING		EA		0.00	-	\$0.00	0.00	\$0.00
980	STOP SIGN	5.00	EA	500.00	2,500.00	-	\$0.00	0.00	\$0.00
990	STREET SIGN	4.00	EA	450.00	1,800.00	-	\$0.00	0.00	\$0.00
1000	PEDESTRIAN CROSSING SIGN W11-2 24"X24"	2.00	EA	550.00	1,100.00	-	\$0.00	0.00	\$0.00
1010	TYPE III BARRICADES (STREET)	6.00	EA	500.00	3,000.00	-	\$0.00	0.00	\$0.00
1020	TYPE III BARRICADES (SIDEWALK & TRAIL)	2.00	EA	450.00	900.00	-	\$0.00	0.00	\$0.00
1030	TEMPORARY CUL-DE-SAC (NORTH)	1.00	LS	9,838.00	9,838.00	-	\$0.00	0.00	\$0.00
1040	TEMPORARY CUL-DE-SAC (SOUTH)	1.00	LS	12,038.00	12,038.00	-	\$0.00	0.00	\$0.00
1050	STREET CLEANING FOR WEAR COURSE INSTALLATION	1.00	LS	990.00	990.00	-	\$0.00	0.00	\$0.00
1060	REMOVE EXISTING TEMPORARY CUL-DE-SAC	1.00	LS	918.00	918.00	-	\$0.00	0.00	\$0.00
1062	CROSSWALK PAVEMENT MARKING	3.00	EA	900.00	2,700.00	-	\$0.00	0.00	\$0.00
1064	SPEED LIMIT 30MPH SIGN	1.00	EA	450.00	450.00	-	\$0.00	0.00	\$0.00
1066	TEMPORARY "NO PARKING SIGN" (TEMP CDS)	2.00	EA	350.00	700.00	-	\$0.00	0.00	\$0.00
<b>SUBTOTAL STREETS:</b>					<b>590,581.90</b>		<b>\$14,500.55</b>		<b>\$14,500.55</b>
<b>117TH AVE IMPROVEMENTS:</b>									
1070	SAWCUT & REMOVE 1' BITUMINOUS SHOULDER	1,917.00	LF	5.35	10,255.95	-	\$0.00	0.00	\$0.00
1080	REMOVE EXISTING GRAVEL EDGE	1,917.00	LF	0.80	1,533.60	-	\$0.00	0.00	\$0.00
1090	REMOVE & SALVAGE EXISTING DRAINTILE	250.00	LF	6.15	1,537.50	-	\$0.00	0.00	\$0.00
1100	FILL BOULEVARD (COMMON EX.)	3,585.00	CY	10.00	35,850.00	-	\$0.00	0.00	\$0.00
1110	SUBGRADE PREPARATION	1,171.00	SY	1.65	1,932.15	-	\$0.00	0.00	\$0.00
1120	SUBGRADE STABILIZATION FABRIC, NON-WOVEN (GEO FAB TYPE V)	1,171.00	SY	1.30	1,522.30	-	\$0.00	0.00	\$0.00
1130	12" SELECT GRANULAR BORROW (CV) (TO 1' BOC)	390.00	CY	26.50	10,335.00	-	\$0.00	0.00	\$0.00
1140	12" AGGREGATE BASE (CV) CL-5 100% CRUSHED (TO 1' BOC)	390.00	CY	40.50	15,795.00	-	\$0.00	0.00	\$0.00
1150	2.5" TYPE SPNWB330B BASE COURSE MIXTURE	78.00	TN	135.00	10,530.00	-	\$0.00	0.00	\$0.00
1160	1.5" TYPE SPWEA340B WEAR COURSE MIXTURE	47.00	TN	150.00	7,050.00	-	\$0.00	0.00	\$0.00
1170	TACK COAT SP2357	26.00	GAL	3.50	91.00	-	\$0.00	0.00	\$0.00
1180	CONCRETE CURB & GUTTER DESIGN B618	1,824.00	LF	19.20	35,020.80	-	\$0.00	0.00	\$0.00
1190	10' WIDE TRAIL - 3" SPWEA240B BIT- 6" CL-5	18,532.00	SF	3.40	63,008.80	-	\$0.00	0.00	\$0.00
1200	PED RAMP 10' BIT TRAIL	2.00	EA	3,300.00	6,600.00	-	\$0.00	0.00	\$0.00
1210	4" SOLID WHITE PAVEMENT MARKING	1,840.00	LF	2.35	4,324.00	-	\$0.00	0.00	\$0.00
1220	4" PVC PERF. DRAINTILE (STREET)	721.00	LF	19.00	13,699.00	-	\$0.00	0.00	\$0.00
1230	4" PVC DRAINTILE CLEANOUT (STREET)	4.00	EA	232.00	928.00	-	\$0.00	0.00	\$0.00
<b>SUBTOTAL 117TH AVE IMPROVEMENTS:</b>					<b>220,013.10</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>TOTAL - BASE CONTRACT</b>					<b>\$2,417,162.29</b>		<b>\$502,951.49</b>		<b>\$727,218.11</b>

**EXTRA WORK**

ITEM	DESCRIPTION OF PAY ITEM	QUANTITIES	UNIT	UNIT PRICE	TOTAL BID	PARTIAL PAY ESTIMATE 2		TOTAL TO DATE	
						QUANTITY	AMOUNT	QUANTITY	AMOUNT
1	4" IRRIGATION SERVICE	1.00	LS	7,900.00	7,900.00	1.00	\$7,900.00	1.00	\$7,900.00
2	ADDITIONAL 12" SUBCUT	3,110.00	CY	4.15	12,906.50	1,890.00	\$7,843.50	1,890.00	\$7,843.50
3		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
4		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
5		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
6		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
7		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00
8		0.00		0.00	0.00	-	\$0.00	0.00	\$0.00

TOTAL - EXTRA WORK	\$20,806.50	\$15,743.50	\$15,743.50
TOTAL BASE BID + EXTRA WORK	\$2,437,968.79	\$518,694.99	\$742,961.61
		Retainage	\$ 37,148.08
		Previous Earned:	\$ 224,266.62
		Earned this Period:	\$ 518,694.99
		Previous Paid:	\$ 213,053.29
		Amount Due:	\$ 492,760.24



**ITEM:** Request to purchase a pickup truck to be used as a grass rig responding to grass fires.

**PREPARED BY:** Fire Chief Gary Hendrickson

**POLICY DECISION / ACTION TO BE CONSIDERED:** Approve the fire chief's request to purchase a new pick-up truck not to exceed \$60,000. The \$60,00 amount is for the purchase of the truck only.

**BACKGROUND:** The requested vehicle, a grass rig, has been included in our 2025 Capital Budget request. This vehicle and another pick-up truck will replace Rescue 11, which currently serves as our grass rig and rescue at Fire Station One.

**Benefits:**

**Supply Chain and Availability:** In recent years, supply chain issues have caused significant delays. Acquiring the truck now will help avoid potential delays. It will also allow the organization to be added to the 6–9 month queue for the installation of emergency lighting.

**Cost Savings:** Purchasing this vehicle now will keep costs down due to projected price increases for the 2025 model years.

**CRITICAL ISSUES:** None

**RECOMMENDATION:** Staff recommend city council approve the purchase of a pick-up truck not to exceed \$60,000.

**ATTACHMENT(S):** None

**ITEM:**

Approval of Settlement Agreement

**PREPARED BY:**

Zach Doud, City Administrator

**BACKGROUND:**

City Council had a closed session at the council meeting on June 11, 2024 to discuss pending litigation. This is the settlement agreement that came from said litigation.

**RECOMMENDATION:**

Staff recommends approval of the settlement agreement.

**ATTACHMENT(S):**

None

**ITEM:**

Recreation Program Specialist Danielle Higgins Resignation

**PREPARED BY:**

Assistant City Administrator, Amy Benting

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Accept resignations from Danielle Higgins who was hired November 13, 2023

**BACKGROUND:**

The City of Dayton wishes Danielle and her family success as she pursues other opportunities. Staff also wanted to thank Danielle on her hard work during her time here.

**CRITICAL ISSUES:**

N/A

**RECOMMENDATION:**

Approve the resignations of Danielle Higgins and post for the position opening

**ATTACHMENT(S):**

Resignation Letters

9/18/2024

*Danielle Higgins*

763-710-1268

[dhiggins@cityofdaytonmn.com](mailto:dhiggins@cityofdaytonmn.com)

Dear Zach Doud,

Please accept my resignation from the role of Recreation Program Specialist at the City of Dayton. My last day will be October 31, 2024.

My husband has recently accepted a job which will be requiring our family to relocate. I would like to take this chance to thank you for the wonderful opportunities I've had here in my short time, it has been a great pleasure working with you and the rest of the staff. Everyone here has been so helpful and supportive and I am grateful to have been apart of the team and community.

If there is anything that I can do to help make this transition easier, please don't hesitate to ask.

Your sincerely,

*Danielle Higgins*

**ITEM:**

Concept Plan (revised), DCM Farms

**APPLICANT/PRESENTERS:**

Tom Dehn, Sundance Woods LLC

**PREPARED BY:**

Jon Sevald, Community Development Director

**POLICY DECISION / ACTION TO BE CONSIDERED:**

No Action. Councilmembers should provide comments and recommendations.

**BACKGROUND/OVERVIEW:**




On June 25, 2024, the City Council reviewed five concept plans. The Applicant has revised the concept plan for further review. The project includes 262 homes (59 single-family, 203 detached townhomes). The project will be a Planned Unit Development (PUD) vs. R-3 zoning because some lots are smaller than allowed in the R-3 district (R-3 district is the most similar district to what is proposed).

Lots	Type	R-3					Proposed				
		Size	Width	Setbacks			Size	Width	Setbacks		
				Front	Side	Rear			Front	Side	Rear
104	Villas	6500	Min 55' @ setback, avg 62'	20' porch 25' living 30' garage	7.5'	30'	4000	40'	25'	5'	25'
26	Villas							45'		7.5'	
55	Villas							50'			
29	Villas							55'			
54	Single-family							65'			
5	Single-family							75'			

Staff recommends following R-3 front yard setbacks or reducing front setbacks by 5' to allow a larger backyard.


Referring to the R-3 district, the expectation is that all of the YES/NO boxes below will be checked as part of the Concept Plan review.

All R-3 developments shall incorporate 4 of the following elements into the development plan. These elements shall be identified during the concept plan review process and incorporated into the development plan at time of Preliminary Plat.		
YES	NO	
X		<p><i>Public or private open space accessible and useable by the neighborhood and surrounding neighborhoods.</i></p> <p>STAFF COMMENT: Trails and sidewalks will connect to adjacent neighborhoods.</p> <p>STAFF RECOMMENDATION: Add median on 114<sup>th</sup> Ave in commercial area (slows traffic), similar to Rush Creek Pkwy. Add public plaza in commercial area with seating, public art related to rural heritage.</p>






		  <p><i>Market Square, Mendota Heights</i></p> <p><i>Sibley Park, Mankato</i></p>
		<p><i>Increased park land dedication beyond the required park dedication amount when land is required by the ordinance;</i></p> <p>STAFF COMMENTS: Land to be dedicated as parkland is intended to include land areas guided for parks (e.g. NW corner)<sup>1</sup>. Other land to be dedicated as parkland is based on net density (not known). Gross density is 2.9 units p/acre, requiring 12% (11 acres) of land to be dedicated for parks/trails.<sup>2</sup></p>
		<p><i>Expansion of existing open space or open space corridors and/or linking open space corridors beyond borders of the site;</i></p> <p>STAFF COMMENT: open vistas between streets and stormwater ponds.</p>
	X	<p>Preservation of existing natural resources, woodlands and unique topographical features if they exist;</p>
X		<p><i>Increased landscape buffer along roadways beyond minimum requirements of the ordinance;</i></p> <p>STAFF COMMENT: 50' Buffer along Fernbrook. For comparison, Sundance Woods buffer is 50'-260'.</p>
		<p><i>Increased internal landscaping throughout the site beyond minimum requirements of the ordinance;</i></p>
	X	<p><i>Private parks furnished with commercial grade playground equipment approved by City Staff;</i></p>
		<p><i>Enhanced pedestrian scale and decorative street lighting;</i></p> <p>STAFF COMMENTS: Create pedestrian scale retail along 114<sup>th</sup> Ave.</p>  <p><i>Grove retail area, Maple Grove (Maple Grove Parkway south of US 610, north of hospital)</i></p>

<sup>1</sup> City Code 1002.08, Subd 10,(3)(b)

<sup>2</sup> City Code 1002.08, Subd 10(f)(1) (Residential development)

		<i>Construction of trails (above what is required by ordinance);</i>
	X	<i>Sidewalks are provided on both sides of the street;</i>
		<i>Recreational facilities, pool or other on site amenities which serve the entire development;</i>
		<i>Monument signage with decorative lighting, and enhanced entry landscaping surrounding the monument;</i>
		<i>Water feature at entry or used in storm water ponds;</i>
		<i>Architectural detail beyond minimum requirements of the ordinance;</i>
		STAFF RECOMMENDATION: Require design standards that replicate commercial main street, and farmhouse architecture.
		 <p><i>Kwik Trip, Stillwater</i></p>
Minimum single-family detached lot size shall be 6,500 square feet. Single-family lot widths shall be a minimum of 55 feet provided all single-family lot widths in the development area average to 62 feet in width as measured from the required front setback and no more than 30% of the lots shall be less than 62 feet wide. Required elements include the following:		
YES	NO	Category 1: Choose 2 of the following:
		<i>Public or private open space (above what is excluded in net calculation);</i>
		<i>Increased park land dedication beyond the required park dedication amount when land is required by the ordinance;</i>
		<i>Expansion of existing open space or open space corridors and/or linking open space corridors beyond borders of the site;</i>
		<i>Preservation of existing natural resources and woodlands (as mapped as the greenway corridor on the Land Use Plan) beyond minimum net calculation or required by ordinance.</i>
YES	NO	Category 2: Choose 1 or more of the following:
		<i>Site amenities: private parks, enhanced pedestrian scale and decorative street lighting, tot lots, trails (above what is required by ordinance), recreational facilities, community center, pools or other on site amenities which serve the entire development.</i>
		STAFF RECOMMENDATION: Add public seating along 114 <sup>th</sup> Ave, public plaza/eatery.



		 
<b>YES</b>	<b>NO</b>	<p>Category 3: Choose 1 of the following:</p> <p><i>Implementation of storm water reuse for common areas and individual lots irrigation;</i></p> <p><i>Multiple development wide enhanced entry features including the following elements: monument signage with decorative lighting, water feature and enhanced entry landscaping surrounding the monument;</i></p> <p>STAFF RECOMMENDATION: If a monument sign, make it be different than typical.</p>
		 
		<p><i>Architectural detail beyond minimum requirements;</i></p> <p>STAFF RECOMMENDATION: Include at least one signature commercial building (e.g. destination restaurant) that relates to barn architecture.</p>
		
<b>YES</b>	<b>NO</b>	<p><i>When a development contains a mixture of attached and detached dwelling units a transition area shall be provided through means of landscaping berming, buffering, or other manner.</i></p>



<b>YES</b>	<b>NO</b>	<p><i>Density. The minimum net density for the total development shall be 2 units per acre with a maximum density of 4 units per net acre. When calculating net density exclude from gross acres wetlands and water bodies, public park dedication, arterial streets and natural resources mapped as the Greenway Corridor on the Comprehensive Land Use Plan.</i></p> <p>STAFF COMMENTS: Net Density TBD.</p>
------------	-----------	--

**CRITICAL ISSUES:**

With a PUD, there needs to be a public benefit of the project that would not occur if R-3 zoning were used (what is the public benefit, as determined by the City Council?).

June 25, 2024 City Council comments (summarized):

Residential area:

- Include variety of housing types.
- Include variety of lot sizes, e.g. 62' wide lots, ½-acre lots.
- Cohesion with adjacent neighborhoods.
- No apartments.

Commercial/Retail area:

- No flashing lights into homes.
- No 24hr operation of gas station.
- Require architectural standards to complement residential neighborhood.

**60/120-DAY RULE (IF APPLICABLE):**

	60-Days	120-Days
Concept Plan	-	-

**RELATIONSHIP TO COUNCIL GOALS:**

*Planning Ahead to Manage Thoughtful Development*

*Preserving our Rural Character*

*Create a Sought After Community*

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission reviewed at its September 5<sup>th</sup> meeting, with the following comments (summarized):

Residential area:

- Add apartments west of Dehn's Country Manor.
- Move villas to busier roads (e.g. 114<sup>th</sup> Street, Fernbrook).
- 65' lots across from commercial/retail (instead of villas).
- Create visibility from street to stormwater ponds (open vista).
- Connect bike trails.
- Landscaping in common areas.
- Supportive of apartments and villas

- No farm theme (if requiring architectural standards)
- Align intersections.
- Stub road from street to back of 6 homes on Fernbrook (vs alley).
- More single-family, less villas.
- Add trail connection between SW cul-de-sac and 113th Street.

Commercial/Retail area:

- Commercial/retail is right size.
- Too much commercial/retail.
- Align intersections.
- Include central parking lot for shared parking.
- Commercial/retail to face parking lot, with berm along 114<sup>th</sup> Street.

**STAFF RECOMMENDATION:**

1. Extend landscape center median along 114<sup>th</sup> Ave for the length of the commercial/retail area (similar to Rush Creek Parkway). Include monument sign more representative of DCM “Farms” vs. typical residential sign.
2. Provide public plaza in commercial/retail area with seating.
3. Provide alley west of six homes along Fernbrook. This will allow homeowners to move access off Fernbrook and onto alley.
4. Reconfigure Commercial/Retail area to be more pedestrian oriented, and less suburban strip mall.
5. “Front” homes (or row homes) along 114<sup>th</sup> Avenue.
6. ROW for potential roundabout at Fernbrook and 117<sup>th</sup> Avenue.

**ATTACHMENT(S):**

Aerial Photo

Planning Commission Comments (Staff’s Interpretation)

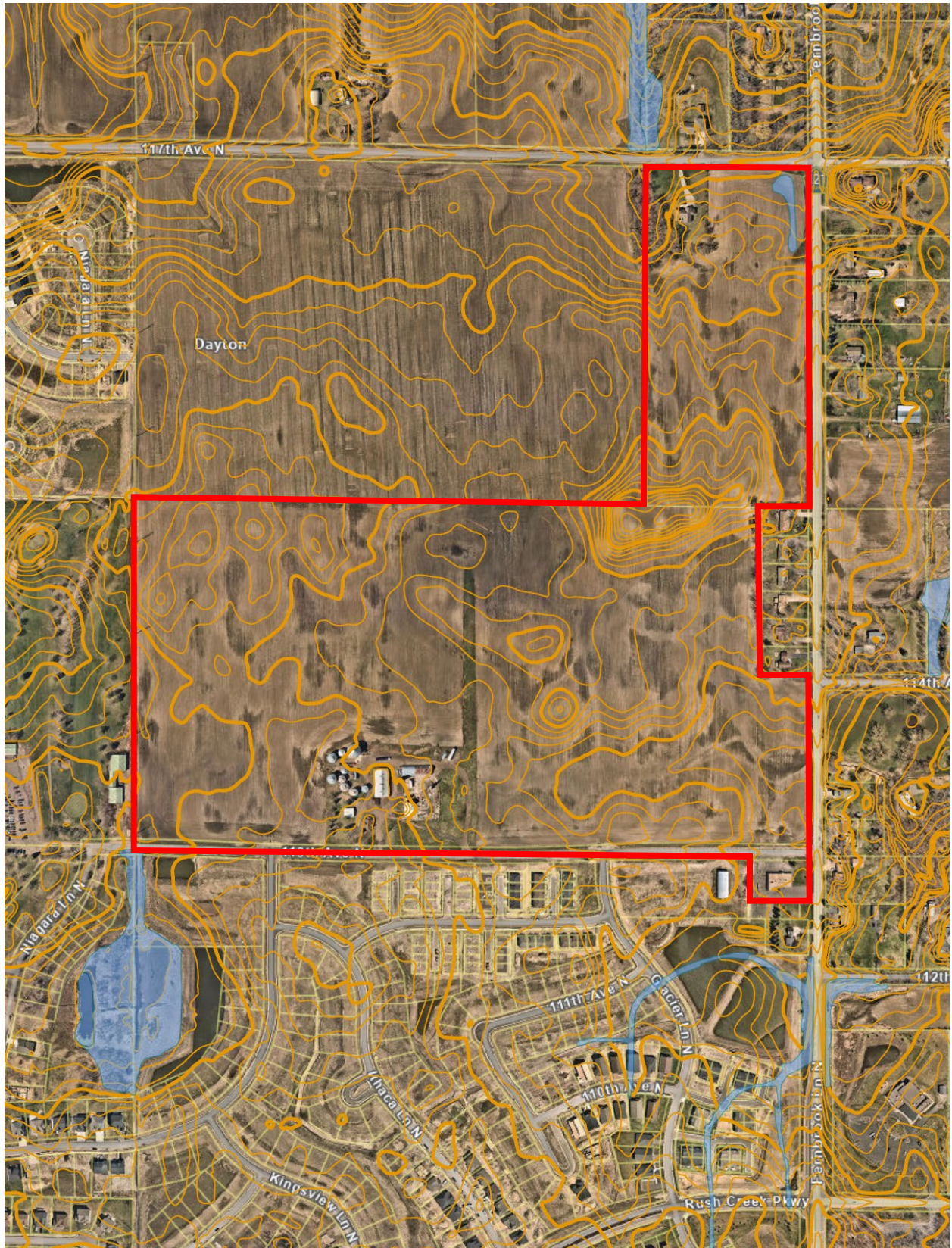
Engineering Review

Concept Plan

Elevations

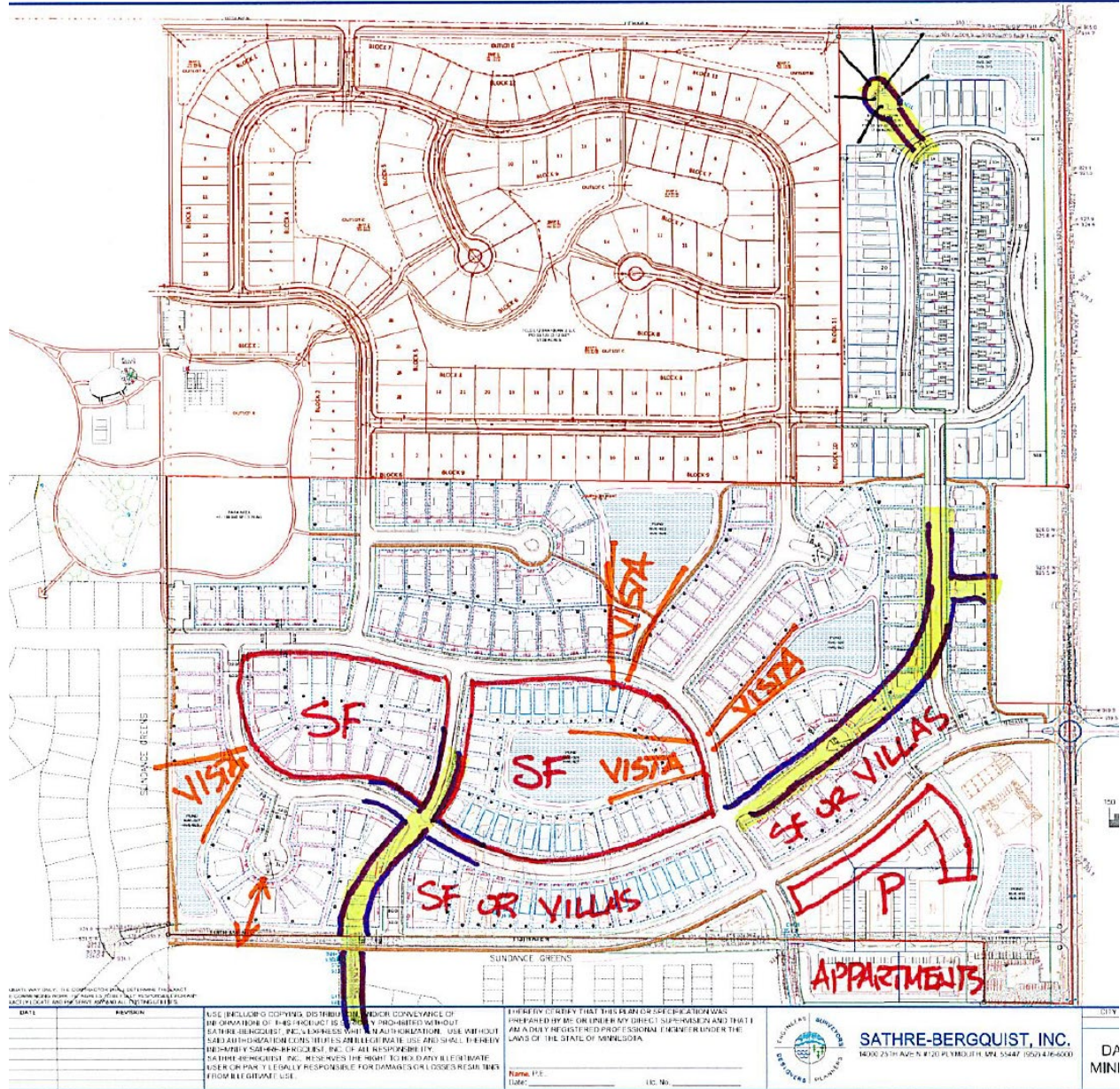


AERIAL PHOTO





Planning Commission Comments (Staff's Interpretation)



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To: Jon Sevald, City of Dayton Planning      From: Jason Quisberg, Engineering  
Nick Findley, Engineering

Project: DCM Farms Concept Plan      Date: August 26th, 2024

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**Exhibits:**

This Memorandum is based on a review of the following documents:

1. DCM Farms Concept Site Plan 7/12/24, by Sathre-Bergquist, Inc., dated 7/12/2024.

**General**

1. The concept reviewed comprises a total area of 90.99 acres and is located along Fernbrook Lane N and 117<sup>th</sup> Ave N. The property is uniquely shaped polygon with approximately 600 ft along 117<sup>th</sup> Avenue North and 1900 ft along Fernbrook.
2. These review comments are essentially very high level; the concept plan provides little detail beyond the street locations and individual lots. Ultimately, a complete plan submittal will be required, providing site plans that include street and roadway details, grading and drainage plans, water and sewer utilities, a preliminary plat, and other detailed plans as required by the City. Existing easements and any planned or proposed easements, including conservation easements should be identified, and, if present, the layout adjusted accordingly. New easements for utilities, stormwater detention, and other improvements will all be needed as well.
3. Consistent with the review process, a comment response letter shall be provided in response to the following comments provided in this Memorandum in which the applicant provides a written response to each item.
4. In addition to engineering related comments per these plans, the proposed plans are subject to additional planning, zoning, land-use, and other applicable codes of the City of Dayton. In accordance with the City's Land Use Plan, the property will need to be rezoned to accommodate the development. Current zoning is A-1 Agricultural, and the City's Comprehensive Plan shows this as a current land use area.
5. It is expected that previous/current plans including the Sundance Greens and Brayburn East developments, site conditions, and other design data will be referenced, particularly with regards to stormwater and drainage. Publicly and privately maintained facilities (streets, utilities, detention ponds, etc.) will need to be identified clearly, including maintenance responsibilities (City, HOA, etc.).
6. Development is currently taking place on adjacent sites, coordination and changes may be required as design/construction continues.
7. The need for an EAW will need to be evaluated and completed as required.
8. Along 117<sup>th</sup> at the northern most edge of the proposed site there is existing overhead power. The undergrounding of these utilities is to be evaluated and applicable costs discussed.

**Layout**

9. A 60-foot right of way width for all streets will be required.

10. Right of way along 113th is shown at 60' currently, this may be adequate but additional discussion will be required as the plans continue to develop.
11. Provide additional right of way (50' half) along 117th Ave N to match adjacent development to the west.
12. Intersection improvements at 117th Ave N and Fernbrook Lane N are becoming warranted for this area, it is expected that a proportionate share of costs will be applied to this development. The level of improvements is yet to be determined.
13. Provide additional right of way at the intersection of Fernbrook Lane N and 117th Ave N for intersection improvements being considered.
14. It is anticipated Hennepin County will require additional right of way along North Diamond Lake Road. Previous developments to the south have been required to implement a 65' half ROW.
15. The realignment of 113th Ave N will require coordination with Hennepin County, property owners, and other applicable entities. The new connection to Fernbrook Lane N must be approved via access permit through Hennepin County.
16. Currently trails and other amenities are shown outside of easement. All trails and other public amenities shall be located in an easement when outside of right of way. Discussions for maintenance, snow removal, and other amenity related items will be discussed as the plans develop further.
17. Park area connections to be coordinated with Dayton Public Works and the landscape architect designing the site.
18. As Fernbrook Lane N traffic levels continue to grow it is anticipated that residential connections will be discouraged and eliminated where feasible. Evaluate how the existing homes along Fernbrook Lane N interface with the proposed development as well as what happens to the site if those home redevelop.
19. Roundabout proposed at a 113th will require extensive coordination with Hennepin County, adjacent property owners, and other entities.
20. Align the western most entrance onto 113th with the existing Kingsview Lane entering from the south.
21. The easternmost entrances (commercial area to the south and residential area to the north) are within close proximity of the proposed roundabout on Fernbrook Lane. The spacing from Fernbrook Lane should be maximized with the preferred distance being 660'.

#### Erosion Control/SWPPP

22. A MPCA/NPDES construction stormwater permit is required for the site. Sediment and erosion control plans shall be consistent with the general criteria set forth by the most recent versions of the Minnesota Stormwater Manual and the NPDES Construction site permit.

#### Grading

23. Preliminary indications show a limited number of wetlands and/or other environmentally sensitive features on the site. However, this should be verified and addressed as needed, including a wetland delineation report. Should impacts be identified, submittal/approval of a mitigation plan will be required. Wetland buffers are required to be signed per City of Dayton Detail Gen-10.
24. Grading shall allow adequate areas for buffering along Fernbrook Lane N and 117th Ave N. It is anticipated that grading and drainage along Fernbrook Lane N and 117th Ave N will be consistent with adjacent properties to the south and west.
25. For the preliminary plat application, a complete grading plan shall be provided which includes proposed grades, elevations at lot corners, identification, and labeling of all emergency overflow



elevations (EOF's), identification of proposed grades and all drainage swales, and any other topographic information relevant to site design. Maximum driveway slopes shall be no greater than 10% with minimum 2% drainage maintained throughout the development.

26. Final approval by the Elm Creek Watershed Management Commission must be attained before any site grading or activity may commence. A copy of Watershed approval must be provided prior to any grading activity.
27. A final copy of the MPCA/NPDES permit including signatures will also ultimately be required.
28. A City of Dayton Land Disturbance Permit will be required.

#### Stormwater

29. A complete stormwater management plan shall be included in the preliminary plat application. The Stormwater Management Plan should follow Dayton and MPCA stormwater rules and regulations. The reports should include rate control for the 2-,5-,10-,100-year 24-hour MSE 3 rainfall events. Dayton requires load reduction achieved by abstracting 1.1 inch from net new impervious or no net increase in TP or TSS, whichever is lower. In addition, a complete grading and drainage plan must be provided, showing how the street, lots, and ponding areas are proposed to be graded. Information must also be provided showing all high-water levels, proposed building floor elevations, and other critical features. In addition, a stormwater application with the Elm Creek Watershed will be required. The applicant shall assure that stormwater management devices are provided to meet City of Dayton and Elm Creek Watershed standards.
30. Overall runoff and drainage related to this development will overlap with adjacent properties and previous development phases. The stormwater management plan must show how runoff and detention areas between properties and phases are being routed and accounted for in an overall plan. In other words, the stormwater management plan must address runoff and discharge from both a local (this development) and a regional approach that includes neighboring properties, the neighboring properties to the north and west, Territorial Road, and East French Lake Road.
31. The maintenance of stormwater detention areas will also need to be defined.
32. Maintenance, including irrigation of any common areas shall be discussed. The reuse of water for irrigation purposes is highly encouraged.
33. Any ponds or detention areas shall have a 10' access around pond with appropriate grading for access using maintenance vehicles.
34. A Hydrocad report shall be submitted for complete stormwater review.
35. Please note that the site hydrology or hydraulics should be reflected in the overall SWMP for both this site and adjacent properties.
36. The existing conditions is defined as the land cover prior to the introduction of agricultural land in Dayton. The existing model should incorporate pre-agricultural land values as referenced in the stormwater manual. A CN value of 58 shall be used in HSG B soils and a CN of 32 shall be used in HSG A soils for existing condition analyses 72 for HSG C and 79 for HSG D, off-site existing may be modeled as currently developed.
37. Upon further design, low floors adjacent to ponds/wetlands/other depressions must have 2 foot of freeboard above the modeled 100-yr high water level (HWL). This includes offsite low and depression areas adjacent to this site.
38. The City of Dayton's Local Surface Water Management plans requires that the storm sewer system must be designed to handle a 10-year event.

39. During the design for the development to the north a drain tile line was found near the shared lot lines of lot 8-9 block 9 shown in the property to the north. This is to be removed/abandoned as a part of the development of this property.

#### Watermain/Sanitary Sewer

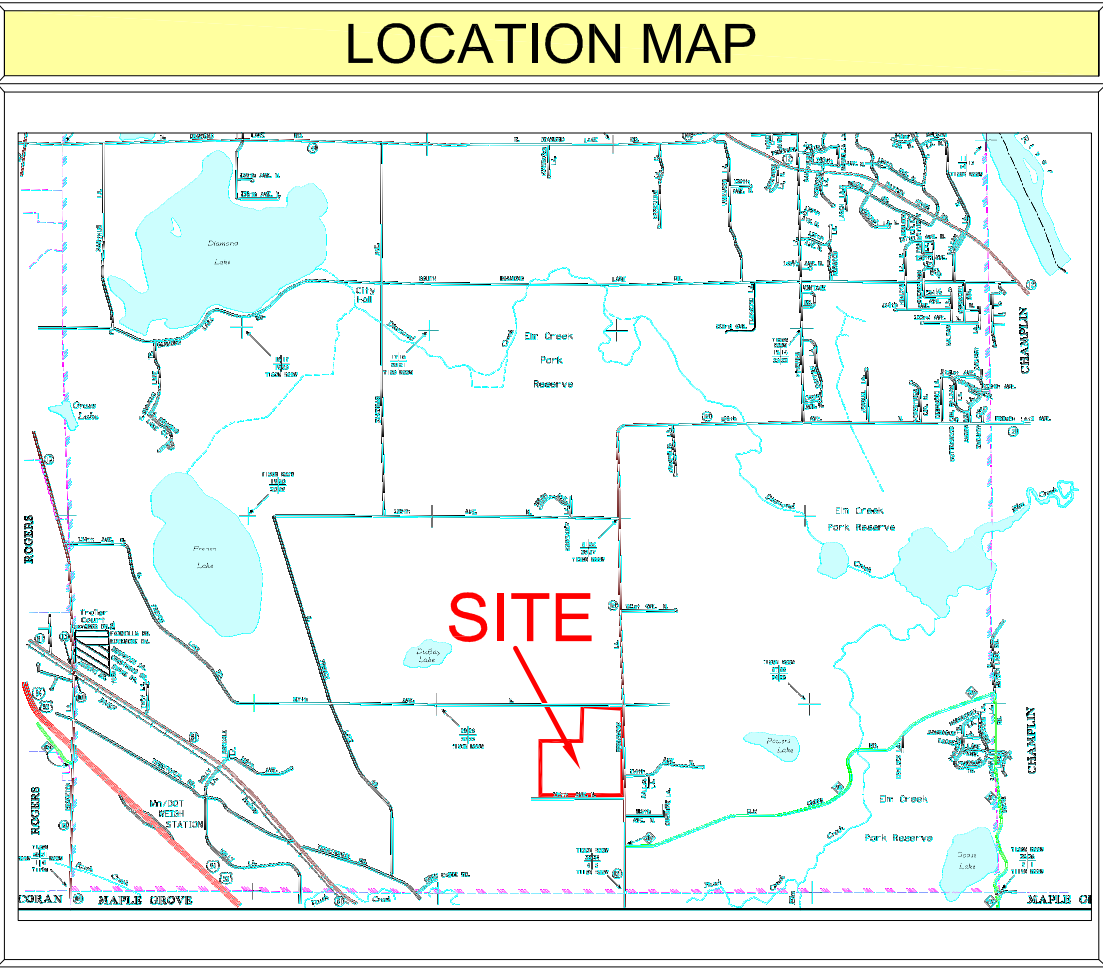
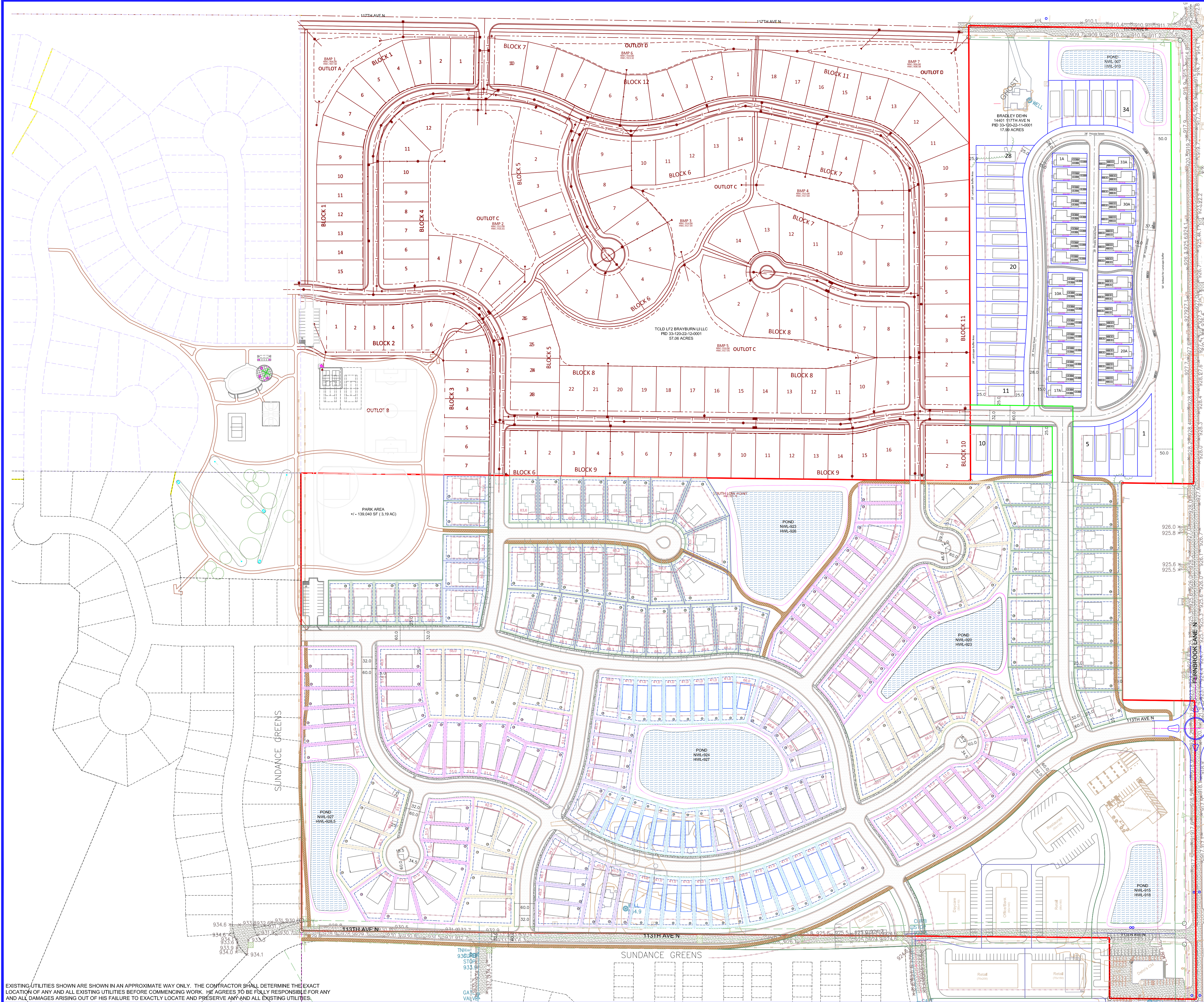
40. Trunk utilities consisting of a 12" watermain and 20" sanitary sewer currently are extended to the intersection of Glacier Lane and 113th Ave N. As a part of the City of Dayton's comprehensive plan these utilities are to continue north through the site to 117th. Credits will be considered with eligible expenses for upsizing for trunk utilities.
41. Overall, the providing of public utilities needs to be reviewed in accordance with the Comprehensive Plan to assure that long term needs and projected growth for both this development and beyond are being met.
42. At this time, it is presumed that all water and sewer infrastructure within the development will be publicly owned. However, this will need to be discussed further as actual site and utility plans are developed further.
43. Any/all existing septic systems and private wells on the property shall be removed and abandoned in accordance with applicable rules and regulations as they are determined to be unnecessary to service the existing homes. Plans shall depict the removal/abandonment of these systems and future connections to utilities.

#### Transportation

44. Private vs. publicly owned and maintained streets will need to be discussed, including ROW.
45. Upon further development of plans turning movements will be required to show traffic flow through the commercial area.

**END OF COMMENTS**





**DEVELOPMENT DATA**

Proposed Zoning - PUD

Total Lots - 267

Street: 60' ROW - 32' B-B  
CDS - 60' R

Commercial/Retail Area - +/- 11.2 Acres

**Villa Lots**  
Side yard Setback: 5'/5'

40' 40' Villa Lots - 31  
45' 45' Villa Lots - 26  
50' 50' Villa Lots - 55  
55' 55' Villa Lots - 29

**Single Family Lots**  
Side yard Setback: 7.5'/7.5'

65' 65' SF Lots - 54  
75' 75' SF Lots - 5

Brad Dehn Parcel  
Perimeter 40' Lots - 34

Alley Lots - 33

**Setbacks:**  
Front yard Setback: 25'  
Corner Setback: 25'  
Rear yard Setback: 25'

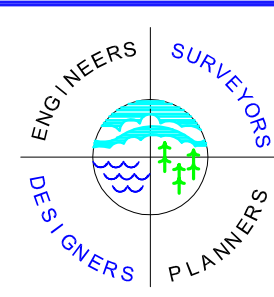
EXISTING UTILITIES SHOWN ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ANY AND ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES ARISING OUT OF HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL EXISTING UTILITIES.

DRAWING NAME	NO.	BY	DATE	REVISION
Layout/Dehn CM & 113th	1			
DRAWN				
CHECKED				
DATE				

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

Name, P.E. \_\_\_\_\_  
Date: \_\_\_\_\_ Lic. No. \_\_\_\_\_



**SATHRE-BERGQUIST, INC.**  
14000 25TH AVE N #120 PLYMOUTH, MN. 55447 (952) 476-6000

CITY PROJECT NO.

DAYTON,  
MINNESOTA

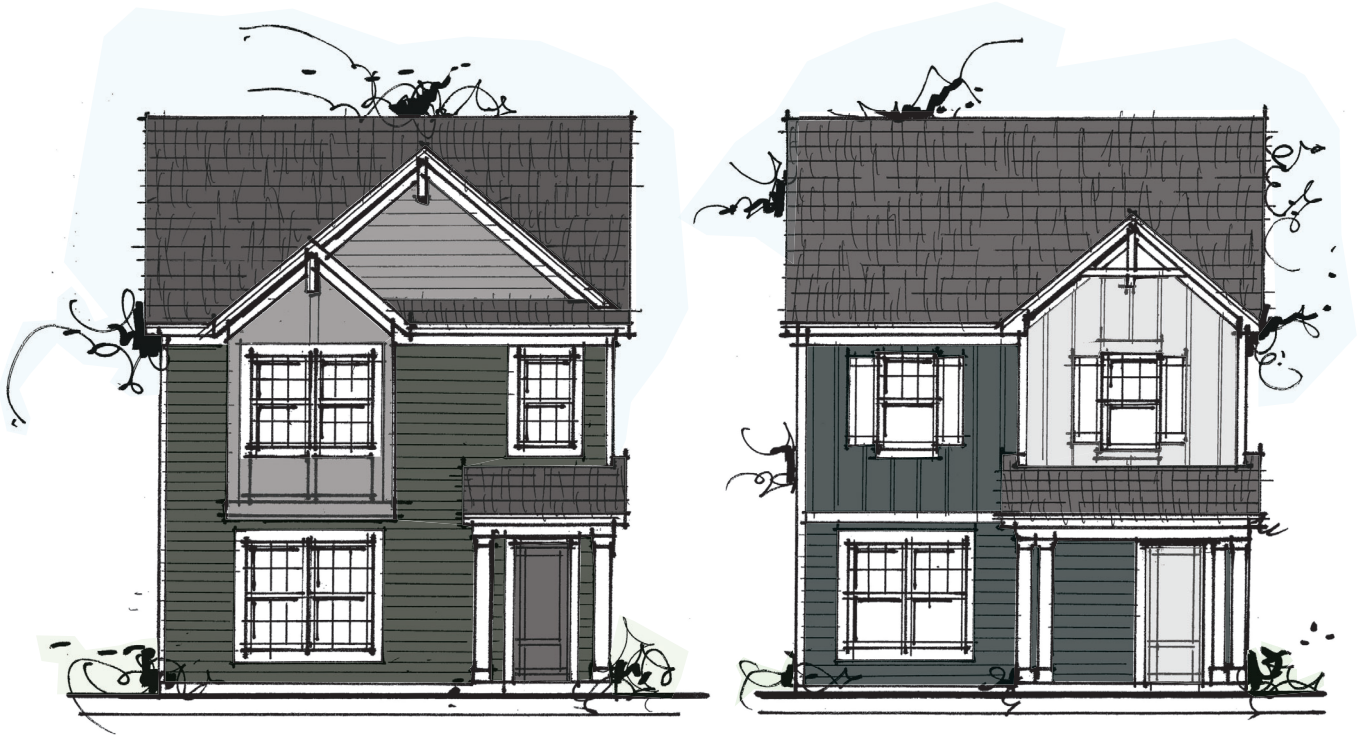
CONCEPT PLAN 7/12/24

DCM FARMS  
SUNDANCE WOODS, LLC.

FILE NO.  
19214-006

C1-O



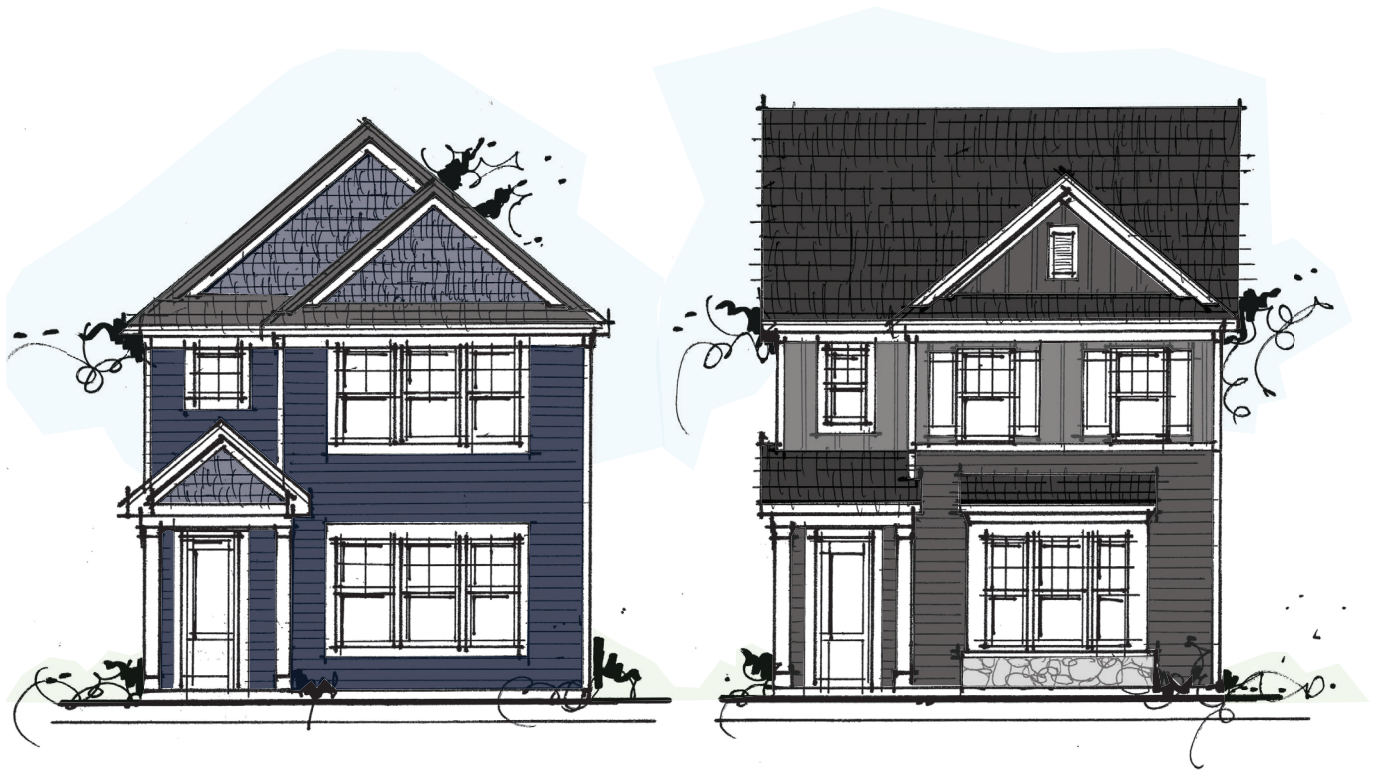


A

B

Character Elevations  
Alley Load SF  
 M/I Homes Minneapolis





C

D

Character Elevations  
Alley Load SF  
M/I Homes Minneapolis



**PRESENTER:** Martin Farrell

**ITEM:** National Fitness Campaign

**PREPARED BY:** Danielle Higgins

**POLICY DECISION / ACTION TO BE CONSIDERED:** Discussion on the National Fitness Campaign Fitness Court. Is this something to continue on with and apply for the grant?

**BACKGROUND:** Staff were introduced to the National Fitness Campaign and are looking for feedback on if this is something to further explore. The National Fitness Campaign is a permanent, outdoor fitness court whose goal is to increase pedestrian movement and make world-class fitness free across America. This was presented to the Park Commission at the August 19<sup>th</sup> meeting and had positive feedback overall. Dayton qualifies for a \$50,000 grant through Blue Cross Blue Shield which is the Minnesota partner in this campaign; however there are only 10 grants available each year and are on a first come first served basis. The NFC process is non-binding but they try to line up the awards with those who have a good pathway for success. When speaking to the Partnership Development Manager, she had mentioned that most cities will outsource partnerships and donations from large, local businesses to get the remainder of the cost covered. For example, one City had the entire concrete pad donated from a concrete business and their local hospital covered a majority of the remaining amount. Danielle attended Shakopee's ribbon cutting for their studio fitness court back in July. They had it placed in a park that was getting updated and was situated close to an "edible walking path". The NFC's Healthy Infrastructure Services Team sent a site analysis of where this would be best located in Dayton. The two areas that ranked the highest were Central Park and Cloquet Park. The Park Commission decided this would be best fit at Cloquet Park. Here is a link to a 3 minute video about the campaign.

<https://nationalfitnesscampaign.com/watch>

**CRITICAL ISSUES:** N/A

**BUDGET IMPACT:** \$155,000-\$217,500 estimated after acceptance of a \$50,000 grant through Blue Cross Blue Shield. This amount can vary drastically depending on sponsorships and donations obtained.

**RECOMMENDATION:** The Park Commission was in favor of this with hopes to get as much of the budget covered externally.

**ATTACHMENT(S):** Funding requirements and additional documents sent from The National Fitness Campaign.



The picture below is the original Fitness Court.



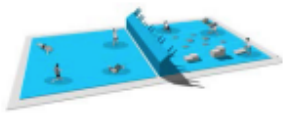
The picture below is of the Studio Fitness Court which includes the additional space for classes.





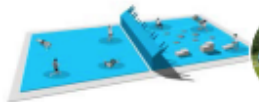
## 2024 CAMPAIGN FUNDING REQUIREMENT

 	
<b>NFC PROGRAM FUNDING</b>	
The Fitness Court® and National Campaign Services	<b>\$ 160,000</b>
<b>NFC Grant Funding Award</b>	 <b>(\$30,000-\$50,000)</b>
<b>Art &amp; Custom Color Options</b>	
 <b>NFC Standard Included</b>	 <b>NFC Design Studio \$10,000</b>
 <b>Local Artist \$25,000</b>	 <b>Featured Artist \$35,000</b>
<b>OPTIONAL</b>	
<b>NFC PROGRAM TOTAL</b>	<b>\$ 110,000-130,000</b>
<b>CONCRETE SLAB</b>	<b>est. \$ 0-20,000</b>
Can be performed in-house or in-kind	
<b>NFC APPROVED INSTALLER NETWORK INSTALLATION TEAM</b>	
Turn Key Fitness Court Assembly	<b>\$ 25,000</b>
Art & Graphic Installation	<i>With Prevailing Wage Rates: \$27,000</i>
Installation Partner (separate agreement)	
<b>INSTALLATION &amp; CONCRETE TOTAL ESTIMATE</b>	<b>\$ 25,000-47,000</b>
<b>FITNESS COURT &amp; INSTALLATION TOTAL ESTIMATE AFTER \$50,000 GRANT FUNDING</b>	<b>\$ 155,000*</b>
<i>*Assumes concrete pad costs of \$20,000 (national average) and includes Standard Art</i>	


**FITNESS COURT | STUDIO**
**NFC PROGRAM FUNDING**

The Fitness Court® Studio and National Campaign Services

**\$ 195,000**
**NFC Grant Funding Award**

**(\$30,000-\$50,000)**
**Fitness Court® Studio Art Options:** *(note: powder-coating color and included art design dependent on state sponsor)*

Design Studio Standard Art  
Included

Local Artist  
\$25,000

**OPTIONAL**
**NFC PROGRAM TOTAL**
**\$ 145,000-165,000**
**CONCRETE SLAB (FULL STUDIO DIMENSIONS 38X76)**
**est. \$ 0-40,000**

Can be performed in-house or in-kind

**NFC APPROVED INSTALLER NETWORK INSTALLATION TEAM**

Turn Key Fitness Court Assembly

**\$ 32,500**

Art &amp; Graphic Installation

*With Prevailing Wage Rates: \$34,500*

Installation Partner *(separate agreement)*
**INSTALLATION & CONCRETE TOTAL ESTIMATE**
**\$ 32,500-72,500**
**FITNESS COURT STUDIO & INSTALLATION TOTAL  
ESTIMATE AFTER \$50,000 GRANT FUNDING**
**\$ 217,500\***
*\*Assumes concrete pad costs of \$40,000 (national average) and includes Standard Art*

## SITE ANALYSIS - TOP SITE LOCATIONS



*Top Site Selection Match for Maximum Grant Funding Opportunity*

**82%**

HEALTHY  
SITE SCORE

### Cloquet Overlook Park

Top Scoring Elements:

1. High pedestrian and cyclist activity
2. Active internal loop trail
3. Great site visibility

**73%**

HEALTHY  
SITE SCORE

### Briana Scurry Field - Central Park

Top Scoring Elements:

1. Strong community presence
2. Great connectivity to adjacent neighborhood
3. Various on-site amenities





**ITEM:**

Zoning Map Amendment, 11321 Elm Creek Road

**APPLICANT:**

Raymond Drake, Drake Construction, Inc.

**PREPARED BY:**

Hayden Stensgard, Planner II

**BACKGROUND/OVERVIEW:**

The owners of 11321 Elm Creek Road are requesting rezoning of the subject property from A-1, Agricultural district, to R-1, Single-Family Residential district, to accommodate demolition of the existing home on site, and subsequent build of a new single-family home in its place. The rezoning request is to accommodate the proposed impervious surface calculation of 14.09% on site with the new home, porch and driveway, and bring the property into lot standard conformance with the City's Zoning Ordinance. With a maximum impervious surface coverage of 10% in the A-1 district, the property does not currently conform to this standard (10.95% existing coverage), and would not conform to this standard with the proposed conditions by the property owner (14.09% proposed coverage).

Being that the existing impervious surface coverage on site is a legal nonconformity, the property owners would have a right to repair and/or replace so as it does not expand the non-conformity. With the proposed new home and driveway layout, a rezoning request is necessary for the owners to acquire prior to construction.

Further review of the lot's conditions with regard to the A-1 district standards show that the lot does not conform with any of the A-1 minimum lot standards. The table below details that comparison, along with how the subject property conforms with all the minimum lots standards for the R-1 district.

Lot Standards	A-1 Minimum Requirements	R-1 Minimum Requirements	Subject Lot Dimensions
Minimum lot size	40 Acres	15,000 SF	28,023 SF (.64 acres)
Minimum lot frontage	300 feet	60 Feet	>105 feet
Minimum corner lot frontage	300 feet	90 Feet	N/A
Minimum lot width at setback	300 feet	80 Feet	106 feet
Minimum lot depth	330 feet	120 Feet	294 feet
Maximum impervious surface (per lot)	10%	50%	10.95% (Existing), 14.09% (Proposed)
* minimum setback to an arterial street: 50 feet.			

All other aspects of the R-1 district standards will apply to the new construction of the single-family home. Though not directly relevant to the rezoning request, those standards would be reviewed accordingly during the building permit review process.

**CRITICAL ISSUES:**

There are no outstanding issues with this request.

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission held a public hearing at it September 5<sup>th</sup>, 2024 regular meeting. The Commission recommended approval of the rezoning request.

**STAFF RECOMMENDATION:**

Staff recommends the Planning Commission recommend the City Council approve the rezoning application. The subject property conforms with the R-1 district lot standards as demonstrated above, and does not conform with its existing A-1 district lot standards.

A public hearing was published by The Press on August 22<sup>nd</sup>, 2024 and mailed to property owners within 500 feet of the subject property.

**60/120-DAY RULE (IF APPLICABLE):**

Request for Rezoning	60-Days	120-Days
	10/13/2024	12/12/2024

**ATTACHMENT(S):**

Ordinance No. 2024-13

Aerial Photo

Street View Photo

Existing Conditions Survey

Proposed Conditions Survey

City of Dayton Zoning Map

2040 Comprehensive Plan Future Land Use Map

Public Hearing Notice

**ORDINANCE NO. 2024-13**

**CITY OF DAYTON  
COUNTIES OF HENNEPIN AND WRIGHT**

**AN ORDINANCE TO AMEND THE DAYTON ZONING ORDINANCE BY  
AMENDING ZONING DISTRICTS THEREIN**

THE CITY COUNCIL OF THE CITY OF DAYTON DOES ORDAIN:

SECTION 1. **AMENDMENT**. The zoning classification of the property described in Section 2, as shown on the zoning map referred to in Section 1001.04, subd. 2, of the Dayton Ordinance Code, is hereby amended from A-1, Agricultural District to R-1, Single-Family Residential District.

SECTION 2. **PROPERTY DESCRIPTION**.

PID: 3512022110003

Legal: The East 100 feet of Tract B, Registered Land Survey 1065, Except Road, Hennepin County, Minnesota

SECTION 3. **EFFECTIVE DATE**. This Ordinance shall be in full force and effect from and after its passage.

Adopted by the City Council of the City of Dayton this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Mayor Dennis Fisher

ATTEST:

\_\_\_\_\_  
City Clerk Amy Benting

*Motion by \_\_\_\_\_, Second by \_\_\_\_\_*

*Ordinance **approved***

***MOTION DECLARED PASSED***

Published in the Champlin Dayton Press on the \_\_\_\_ day of \_\_\_\_\_, 2024.

Request to rezone 11321 Elm Creek Road from A-1, Agricultural District to R-1, Single-Family Residential District









# Surveyors Certificate

## Existing Conditions Survey For:

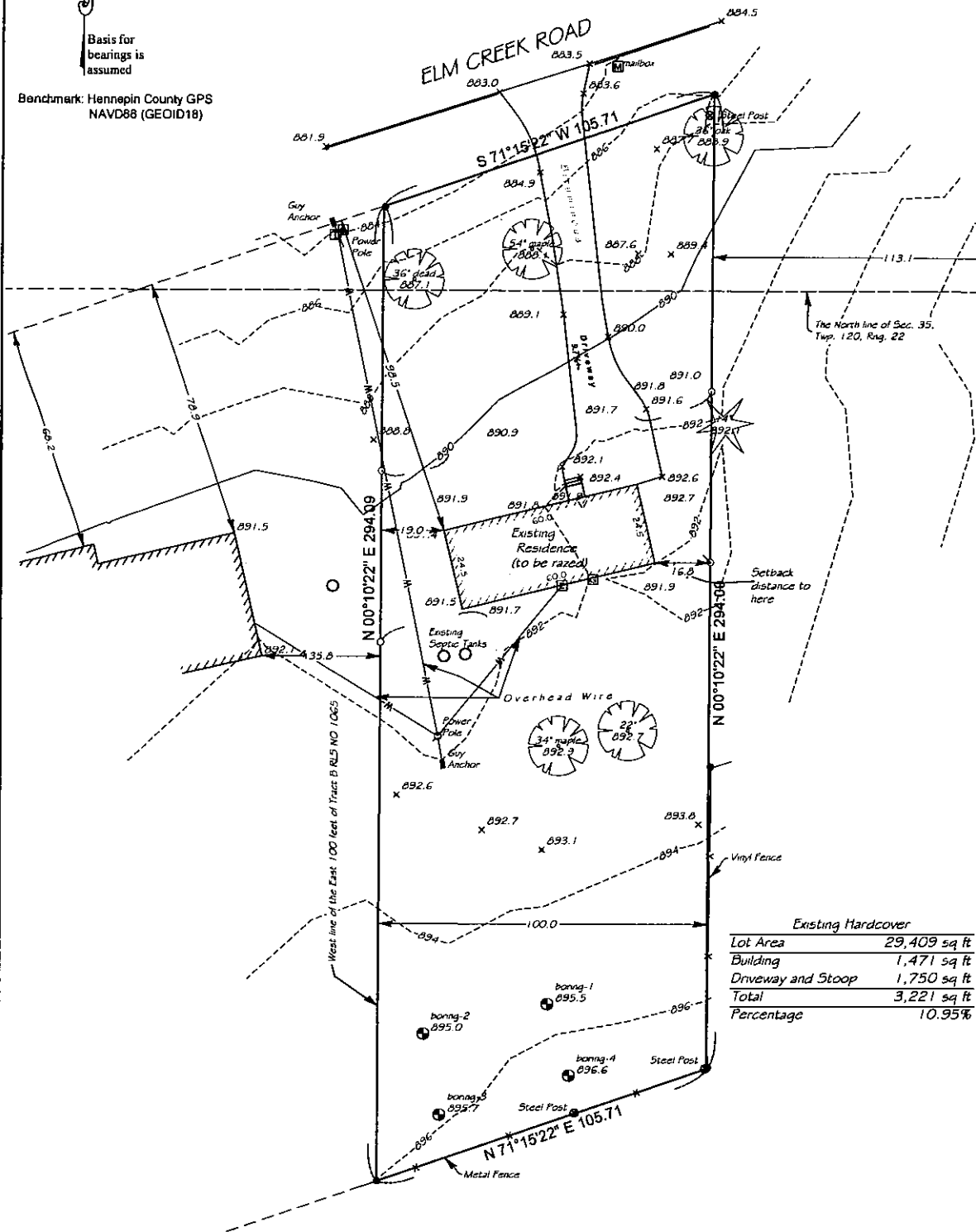
### DRAKE CONSTRUCTION

Property located in Sections  
26 & 35, Township 120, Range 22,  
Hennepin County, Minnesota

- Denotes Found Iron Monuments
- Denotes Iron Monument
- Denotes Wood Hub Set for excavation only
- Denotes Existing Contours
- - - Denotes Proposed Contours
- x000.0 Denotes Existing Elevation
- 000.0 Denotes Proposed Elevation
- Denotes Surface Drainage

Basis for  
bearings is  
assumed

Benchmark: Hennepin County GPS  
NAVD88 (GEOID18)



Existing Hardcover	
Lot Area	29,409 sq ft
Building	1,471 sq ft
Driveway and Stoop	1,750 sq ft
Total	3,221 sq ft
Percentage	10.95%

Legal Description  
The East 100 feet of Tract B, Registered Land  
Survey 1065, Except Road  
Hennepin County, Minnesota

**DEMARC**  
LAND SURVEYING & ENGINEERING  
7601 73rd Avenue North (763) 560-3093  
Minneapolis, Minnesota 55428 Demarcinc.com

Project No. 90784

F.B.No. -

Address: 11321 Elm Creek Road  
Dayton, MN

rev

Scale: 1" = 30'

Drawn By P.H.

I certify that this survey, plan, or report was prepared by me or under my  
direct supervision and that I am a duly Licensed Land Surveyor under  
the laws of the State of Minnesota  
Surveyed this 24th day of July 2024.

Signed

Gregory R. Prisch, Minn. Reg. No. 24992

Surveyors Certificate  
Construction Staking Survey For:

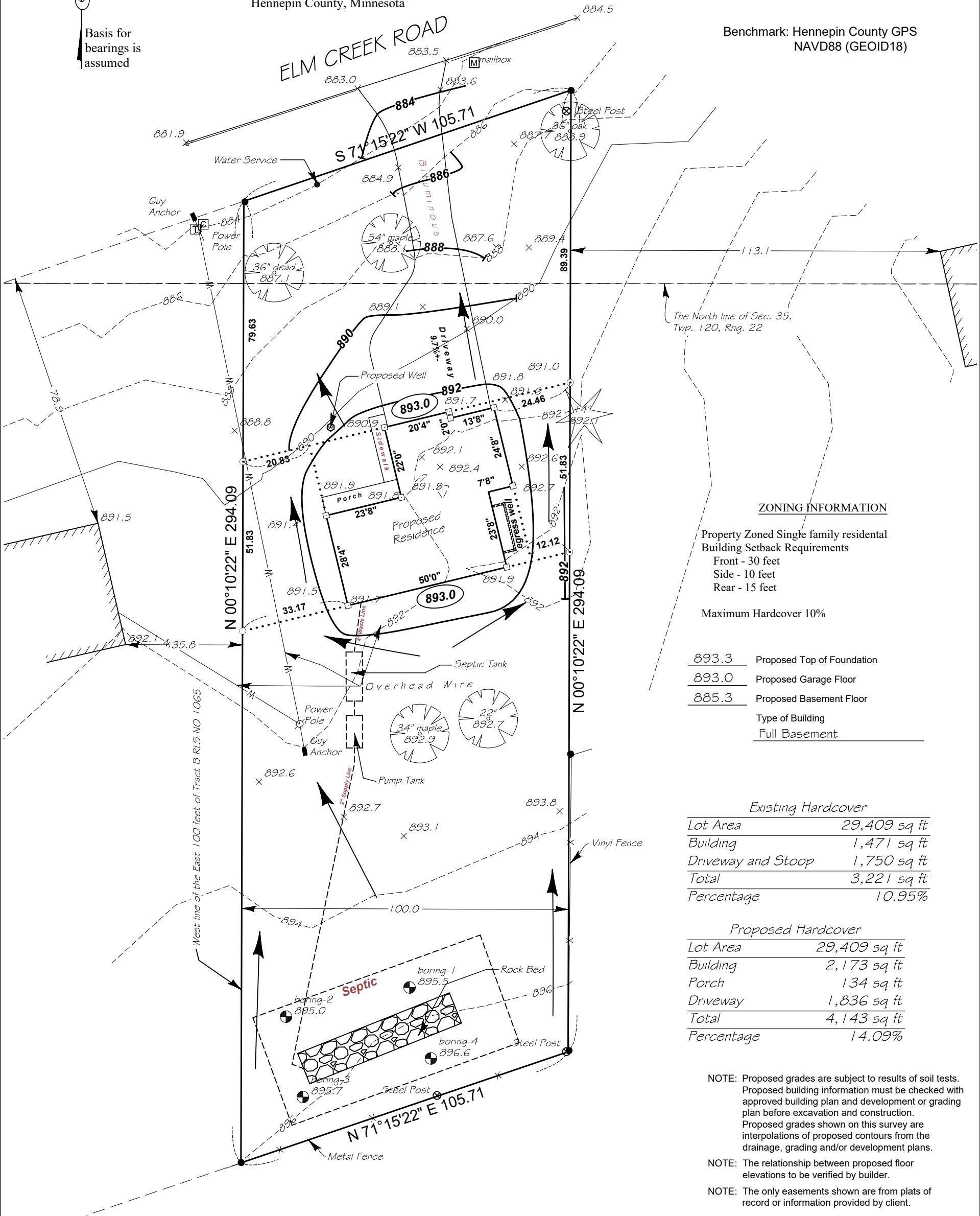
DRAKE CONSTRUCTION

Property located in Sections  
26 & 35, Township 120, Range 22,  
Hennepin County, Minnesota

Basis for  
bearings is  
assumed

- Denotes Found Iron Monument
- Denotes Iron Monument
- Denotes Wood Hub Set for excavation only
- Denotes Existing Contours
- Denotes Proposed Contours
- x000.0 Denotes Existing Elevation
- 000.0 Denotes Proposed Elevation
- Denotes Surface Drainage

Benchmark: Hennepin County GPS  
NAVD88 (GEOID18)



ZONING INFORMATION

Property Zoned Single family residential  
Building Setback Requirements  
Front - 30 feet  
Side - 10 feet  
Rear - 15 feet

Maximum Hardcover 10%

893.3	Proposed Top of Foundation
893.0	Proposed Garage Floor
885.3	Proposed Basement Floor
Type of Building	
Full Basement	



Existing Hardcover	
Lot Area	29,409 sq ft
Building	1,471 sq ft
Driveway and Stoop	1,750 sq ft
Total	3,221 sq ft
Percentage	10.95%

Proposed Hardcover	
Lot Area	29,409 sq ft
Building	2,173 sq ft
Porch	134 sq ft
Driveway	1,836 sq ft
Total	4,143 sq ft
Percentage	14.09%

NOTE: Proposed grades are subject to results of soil tests.  
Proposed building information must be checked with  
approved building plan and development or grading  
plan before excavation and construction.  
Proposed grades shown on this survey are  
interpolations of proposed contours from the  
drainage, grading and/or development plans.

NOTE: The relationship between proposed floor  
elevations to be verified by builder.

NOTE: The only easements shown are from plats of  
record or information provided by client.

Legal Description The East 100 feet of Tract B, Registered Land Survey 1065, Except Road Hennepin County, Minnesota	Project No. 90784	Scale: 1" = 30'	I certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota Surveyed this 24th day of July 2024.
	F.B.No. -	Drawn By P.H	
 7601 73rd Avenue North (763) 560-3093 Minneapolis, Minnesota 55428 DemarcInc.com	Address: 11321 Elm Creek Road Dayton, MN		
	rev 7-30-24 elev - egress well		
	9-16-24 city comments		
			Signed  Gregory R. Prasch, Minn. Reg. No. 24992

# Zoning Map

July 16, 2024



**Legend**

- |                                     |   |
|-------------------------------------|---|
| A-1 Agricultural District           | R-2 Single Family District (90,000 Sf, Unsewered) |
| A-2 Agricultural District           | R-3 Single Family and Attached Residential        |
| B-2 Neighborhood Business District  | R-E Single Family District (5 Ac, Unsewered)      |
| B-3 General Business District       | R-M Medium Density Residential District           |
| B-4 Commercial/ Industrial District | R-MH Mobile Home District                         |
| B-P Business Park District          | R-O Old Village Residential                       |
| ES Essential Service District       | S-A Special Agriculture District                  |
| G-MU-4 Balsam Lane                  | GMU-3 Historic Village                            |
| I-1 Light Industrial District       | City Boundary                                     |
| P-R Public Recreation District      | PUD   |
| R-1 Single Family District          | County Parcels                                    |
| R-1A Single Family Residential      |   |

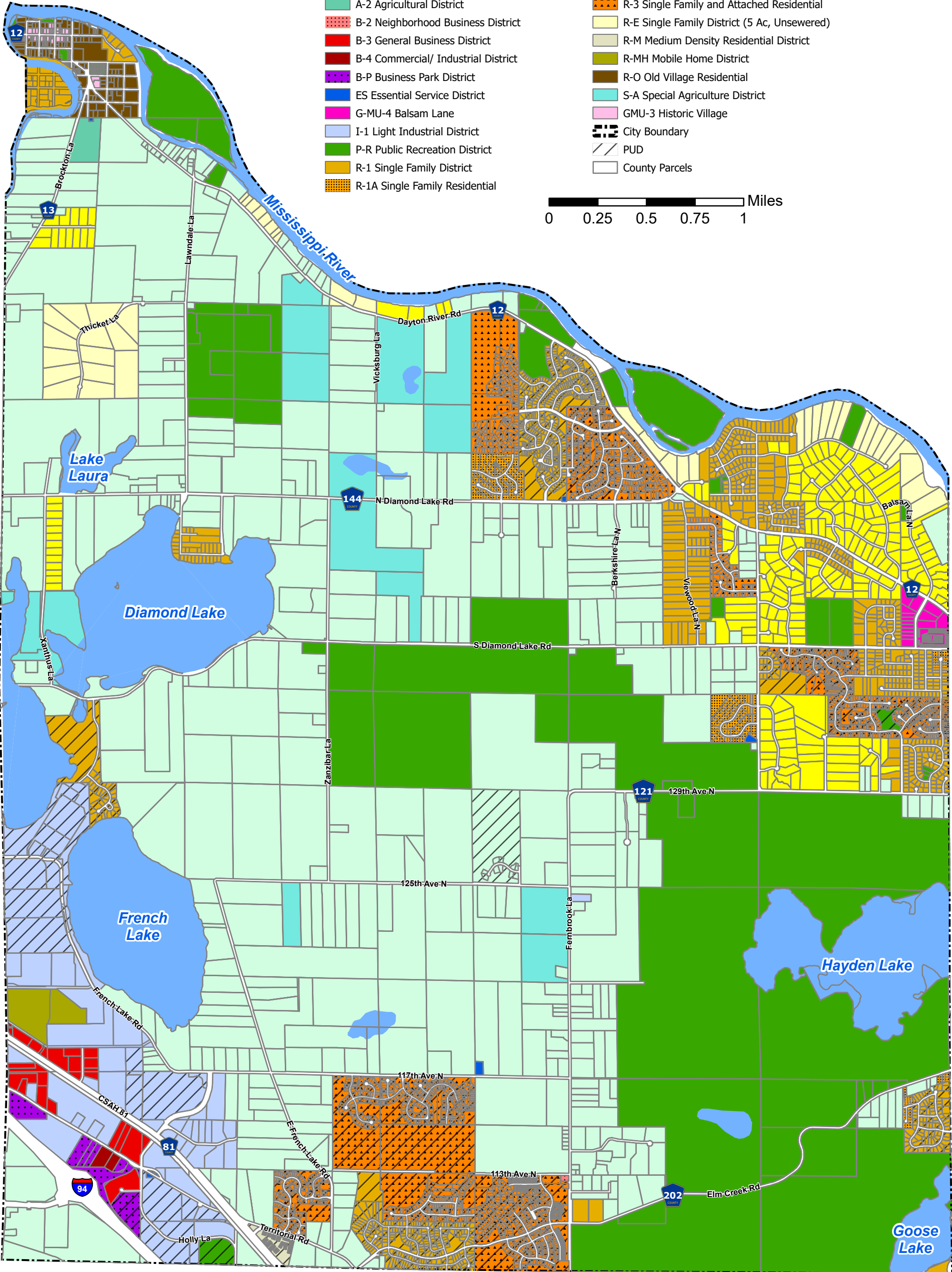
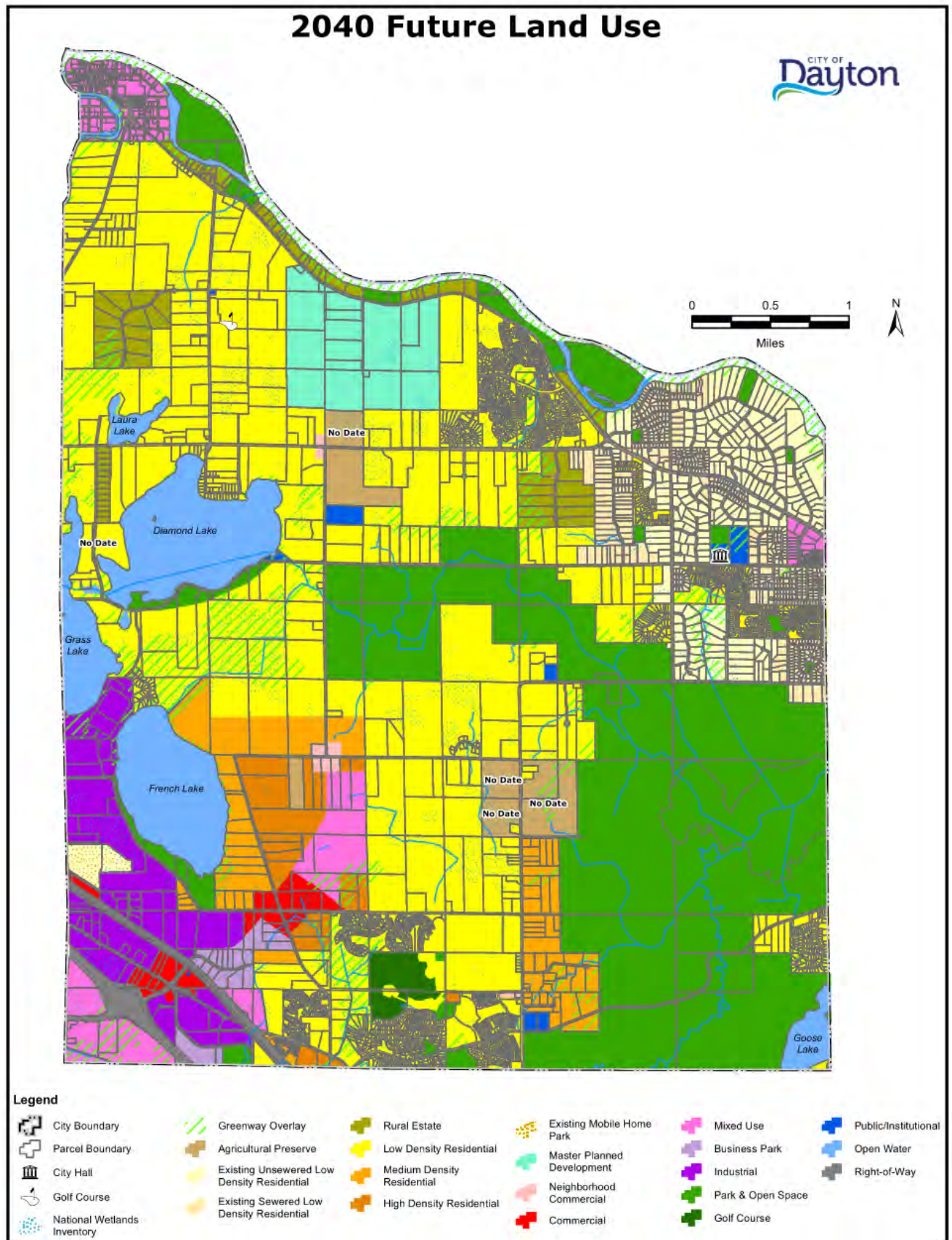




Figure 3: Future Land Use Map





## **PUBLIC HEARING NOTICE**

### **CITY OF DAYTON**

**NOTICE IS HEREBY GIVEN** that the Dayton Planning Commission will hold a PUBLIC HEARING on Thursday, September 5, 2024 at 6:30 PM, at Dayton City Hall, 12260 S. Diamond Lake Rd, Dayton, MN 55327, to consider an application by Drake Construction for a request to rezone 11321 Elm Creek Rd, Dayton, MN 55369, legally described as The East 100 feet of Tract B, Registered Land Survey 1065, Except Road, PID: 3512022110003, from A-1, Agricultural District to R-1, Single-Family Residential District. The purpose of the request is connected to a proposed demolition of the existing single-family home, and subsequent construction of a new single-family home on the premises. All written and verbal testimony will be taken at this meeting. Copies of the Staff Report may be obtained on or about August 30, 2024 at <https://cityofdaytonmn.com/government/planning-commission/> or by contacting Hayden Stensgard, Planner II at (763) 421-3487 or [hstensgard@cityofdaytonmn.com](mailto:hstensgard@cityofdaytonmn.com).

###

Published by THE PRESS on Thursday, August 22, 2024, and mailed to property owners within 500' of the subject property.

**ITEM:**

The Parkway Neighborhood Environmental Assessment Worksheet (EAW)

**PREPARED BY:**

Jason Quisberg, Engineering  
Matthew Summers, Engineering

**POLICY DECISION / ACTION TO BE CONSIDERED:**

Approve Resolution No.48-2024 Finding No Need for an Environmental Impact Statement (EIS) for The Parkway Neighborhood Environmental Assessment Worksheet (EAW)

**BACKGROUND:**

Rush Creek Development, LLC is proposing to construct the proposed The Parkway Neighborhood (Project) which includes the development of approximately 67.29 acres within the City of Dayton, MN. The Project proposes construction of up to 650 residential units across three separate building complexes. Total estimated residential square footage is approximately 880,000 ft<sup>2</sup>. The Project would be constructed in phases, and each phase would be subject to City review and permitting. The Project also proposes a community center, gas station/c-store commercial site, an extension of the Rush Creek Regional Trail, and various recreational amenities. The Project would include access road improvements, utilities, parking areas, floodplain mitigation, and stormwater improvements.

The Project requires a mandatory Environmental Assessment Worksheet (EAW) under Minnesota Rules 4410.4300, Subparts 19, 27, and 32. The EAW was distributed for review. Per MN Rules, the City of Dayton, as the Responsible Governmental Unit (RGU), is to issue a Decision if an Environmental Impact Statement (EIS) should be ordered (due to potential significant environmental impacts that may be anticipated as a result of the development). The EAW comment period concluded August 22, 2024 at 4:30 p.m. Agency comments were reviewed and responded to. No public comments were received.

It is staff's opinion that sufficient information has been submitted to address review comments received. Additionally, it is believed that the EAW, together with the prepared responses to the comments, is sufficient for the EAW to serve as a guidance document for development of this property. Therefore, it is recommended that a Decision be issued that an EIS is not needed for the proposed development.

It should be noted that an EAW is a planning document; and approval of the EAW does not secure any entitlements related to development of the property involved. Any proposed development will need to follow the typical development application and review process prior to approval, and plan details are subject to change.

Note: Resolution 48-2024 is included in the attached document

**RECOMMENDATION:**

Approve Resolution No.48-2024 Finding No Need for an EIS for the Dayton Mixed Use Development EAW

**ATTACHMENT(S):**

Response to Comments, Findings of Fact, and Record of Decision for Dayton Mixed Use Development EAW

**CITY OF DAYTON**

**RESOLUTION NO. 48-2024**

**RESOLUTION FINDING NO NEED FOR AN  
ENVIRONMENTAL IMPACT STATEMENT (EIS) FOR THE PARKWAY  
NEIGHBORHOOD ENVIRONMENTAL ASSESSMENT WORKSHEET (EAW)**

**WHEREAS**, Minnesota Rules 4410.4300 Subp. 19.D requires that an EAW be prepared for projects proposing at least 375 attached dwelling units in a city within the seven-county Twin Cities metropolitan area that has adopted a comprehensive plan; and Minnesota Rules 4410.4300 Subp. 27.B requires that an EAW be prepared for projects proposing one acre or more of wetland impacts, regardless of type, excluding public waters wetlands, if any part of the wetland is within a shoreland area, a delineated floodplain; and Minnesota Rules 4410.4300 Subp. 32 requires that an EAW be prepared for projects proposing residential and industrial-commercial components if the sum of the quotient obtained by dividing the number of residential units by the applicable residential threshold of subpart 19, plus the quotient obtained by dividing the amount of industrial-commercial gross floor space by the applicable industrial-commercial threshold of subpart 14, equals or exceeds one; and

**WHEREAS**, on July 11, 2024, an EAW was completed for the proposed the Parkway Neighborhood Project, which will consist of up to 650 residential units across three separate building complexes. The Project also proposes a community center, gas station/c-store commercial site, an extension of the Rush Creek Regional Trail, and various recreational amenities. Proposed residential square footage is approximately 880,000 ft<sup>2</sup> and proposed commercial square footage is approximately 5,000 ft<sup>2</sup>; and

**WHEREAS**, on July 23, 2024, the EAW was publicly noticed in the EQB Monitor, commencing the 30-day public comment period; and

**WHEREAS**, on July 23, 2024, copies of the EAW were distributed to all persons and agencies on the official Environmental Quality Board (EQB) distribution list and other interested parties; and

**WHEREAS**, a press release or public notice was submitted to the Press and News Newspaper announcing the completion of the EAW, its availability to interested parties, and the process for submitting comments on the EAW; and

**WHEREAS**, the 30-day comment period ended on August 22, 2024, at 4:30 p.m., and the City of Dayton accepted and responded to all written comments received; and

**WHEREAS**, none of the comments received recommended preparation of an EIS, and none suggested the project had the potential to cause significant environmental effects.

**NOW THEREFORE BE IT RESOLVED by the City Council of the City of Dayton that:**

1. The EAW was prepared in compliance with the procedures of the Minnesota Environmental Policy Act and Minnesota Rules, Parts 4410.1000 to 4410.1700;
2. The EAW satisfactorily addressed the environmental issues for which existing information could have been reasonably obtained;
3. Based on the criteria established in Minnesota Rules 4410.1700, the project does not have the potential for significant environmental effects;
4. The City makes a “Negative Declaration;”
5. **An EIS is not required;** and
6. The City adopts the Response to Comments, Findings of Fact, and Record of Decision for Dayton Mixed Use Development Environmental Assessment Worksheet (Record of Decision) and directs the Community Development Director to maintain the Record of Decision and distribute it in accordance with Minnesota Rules.

Adopted by the Council of the City of Dayton this 24<sup>th</sup> day of December 2024.

Motion made by Councilmember \_\_\_\_\_,

seconded by Councilmember \_\_\_\_\_.

Motion carried \_\_\_\_\_

---

Dennis Fisher, Mayor

ATTEST:

---

Amy Benting, City Clerk

**PRESENTER:** Marty Farrell/Paul Kangas

**ITEM:** 2024 Park Improvement Projects, Parks Irrigation installation, approval of specification document to go out for bidding.

**PREPARED BY:** Marty Farrell/Paul Kangas

**POLICY DECISION / ACTION TO BE CONSIDERED:** Approval to proceed to Contractor bidding for 2024 Park Improvements Irrigation Installation project.

**BACKGROUND:** Staff have been contacted by numerous residents over the last couple of years about the quality of the grass in the open spaces in the newly developed parks. The City when developing parks has generally not included irrigation, unless there was an active sports field being used for regular practice or competitive games. With the recent resident requests for improvements staff has explored installation or improvement of irrigation systems in five City Parks, Elsie Stephens Park, River Hills Park, Lone Gardens, Hayden Hills and Sundance Woods. The irrigation project has been split into 2 distinct areas Irrigation system installation, and water supply, the work will be conducted by different contractors with the City coordinating the project.

**CRITICAL ISSUES:**

Staff would like to get as much of this project completed this year as possible, so that it is available for the 2025 irrigation season

**Project Timeline**

Bidding documents available after September 24<sup>th</sup> 2024

Bid opening October 8 2024

Project Commence after October 15<sup>th</sup> 2024

Substantial completion June 1 2025

**BUDGET IMPACT:** Project estimate \$353,398.50, funded from Fund 601.

**RECOMMENDATION:** Approve bidding documentation to proceed to Contractor bidding.

**ATTACHMENT(S):** Bid documentation.



## City of Dayton Parks & Recreation

# Parks Irrigation Project

BIDS CLOSE: October 8, 2024 @ 3:00 p.m.

Prepared By:



All questions are to be directed to:

**Paul Kangas – Landscape Architect**

Inside Outside Architecture, Inc.

Cell: 612-237-8355

Email: [paul@ioainc.net](mailto:paul@ioainc.net)

**Jim Ruzicka – Irrigation Consultant**

MLC Irrigation Consultants

Cell: 612-369-5109

Email: [jim@mainlineconsulting.net](mailto:jim@mainlineconsulting.net)

City Staff Contact:

**Martin Farrell – Director of Public Works**

City of Dayton, Minnesota

Cell: 612-751-8847

Email: [mfarrell@cityofdaytonmn.com](mailto:mfarrell@cityofdaytonmn.com)

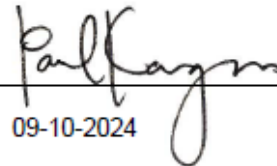


**CERTIFICATION PAGE****PARKS IRRIGATION PROJECT**  
City of Dayton, Minnesota

I hereby certify that this Project Manual was prepared by me or under my direct supervision and that I am a duly licensed professional Landscape Architect under the laws of State of Minnesota.

Name: Paul A. Kangas

Signature



Registration: MN #26017

Date: 09-10-2024

**ADVERTISEMENT FOR BIDS****PARKS IRRIGATION PROJECT**  
Dayton, Minnesota

<b>BIDDING/CONTRACT REQUIREMENTS</b>	<b>PAGE</b>
COVER PAGE .....	i
CERTIFICATION PAGE .....	ii
TABLE OF CONTENTS .....	iii-iv
ADVERTISEMENT FOR BIDS .....	v
INFORMATION FOR BIDDERS .....	v-vi
BID FORM & ALTERNATE BID FORM .....	vi-xii
AFFIRMATIVE ACTION DECLARATION .....	xiii
AFFIDAVIT OF NON-COLLUSION .....	xiv
FORM OF AGREEMENT .....	xv
CERTIFICATE OF ACKNOWLEDGMENT .....	xvi-xvii
CONTRACTOR'S PERFORMANCE BOND .....	xviii-xix
CONTRACTOR'S PAYMENT BOND .....	xx-xxi

**TECHNICAL SPECIFICATIONS**

Project Narrative .....	00 1100	1-6
Conditions of the Contract .....	00 7200	1-22

**PLAN SHEETS**

IR1 .....	Elsie Stephens Memorial Park Irrigation Plan
IR2 .....	Elsie Stephens Memorial Park Irrigation Notes & Schedules
IR3 .....	River Hills Neighborhood Park Irrigation Plan
IR4 .....	River Hills Neighborhood Park Irrigation Notes & Schedules
IR5 .....	Ione Gardens Neighborhood Park Irrigation Plan
IR6 .....	Ione Gardens Neighborhood Park Irrigation Notes & Schedules
IR7 .....	Hayden Hills Neighborhood Park Irrigation Plan
IR8 .....	Hayden Hills Neighborhood Park Irrigation Notes & Schedules
IR9 .....	Sundance Woods Neighborhood Park Irrigation Plan
IR10 .....	Sundance Woods Neighborhood Park Irrigation Notes & Schedules
IR11 .....	Irrigation Details

**ADVERTISEMENT FOR BIDS****PARKS IRRIGATION PROJECT  
Dayton, Minnesota**

Notice is hereby given that sealed bids will be received until 3:00 PM, Tuesday, October 8th, 2024, at:  
City of Dayton  
Attn: Martin Farrell  
12260 South Diamond Lake Road  
Dayton, MN 55327

The bids received will be publicly opened and read aloud, for the furnishing of all labor and material for the construction of the Parks Irrigation Project. Major components of the work include:

1. Irrigation piping and supply lines
2. Controller and electrical system
3. Irrigation spray heads
4. Connections to water supplies

Work shall begin after October 15<sup>th</sup>, 2024 and be substantially completed by June 1<sup>st</sup>, 2025.

Each bidder shall submit as a general contractor and partial bids are not allowed. You shall retain sub-contractors as needed to provide the full services required of the project. The City will engage in only one contract to complete this work.

Bids must be submitted on the forms provided in the Project Manual and Construction Documents.

No pre-bid conference will be held for this project.

Project bidding documents will be available after September 24th, 2024 either at the City or through IOA, Inc via email. Questions regarding the project should be directed to:

**Paul Kangas, Landscape Architect**

IOA Inc.

Direct Dial: 612-237-8355

Email: [paul@IOAinc.net](mailto:paul@IOAinc.net)

Bid security in the amount of 5% percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

All bidders for this contract, including subcontractors and suppliers that have 40 or more full-time employees, shall submit a certified copy of their current Affirmative Action Certificate with their bid.

Bids shall be directed to the City Administrator, be securely sealed, and be labeled on the outside wrapper, "BID FOR PARKS IRRIGATION PROJECT"

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

**Zach Doud**  
City Administrator  
Dayton, Minnesota

**BID FORM**

*Contractor:* \_\_\_\_\_  
Bids Due: 3:00 pm – October 8, 2024

**PARKS IRRIGATION PROJECT**  
Dayton, Minnesota

**City of Dayton - Parks & Recreation**  
Attn: Zach Doud – City Administrator  
12260 South Diamond Lake Road  
Dayton, MN 55327

**To Whom it may Concern:**

The undersigned, being familiar with the local conditions, having made the field inspections and investigations deemed necessary, having studied the plans and specifications for the work including Addenda No(s) \_\_\_\_\_, and being familiar with all factors and others conditions affecting the work and cost thereof, hereby proposes to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the plans and specifications on file with the County as follows (bidder shall verify quantities to his/her satisfaction):

SEE BID FORM NEXT PAGE

The low bidder shall be determined by the lowest, qualified Grand Total Base Bid entered on this Bid Form. This bid is a combination of both Lump Sum and Installed Quantity payment line items as noted on the bid form. The estimated quantities on the Proposal Form are provided for the convenience of the Bidder. Bidders are responsible for verifying quantities to their satisfaction. Unit prices entered on the Proposal Form will be used to calculate total payments during construction and to aid in determining values for possible changes in the work. If unit prices are judged to be unreasonable by the Owner, the Owner reserves the right to negotiate revisions to the prices.

Accompanying this bid is a bidder's bond, certified check, or cash deposit in the amount of at least five (5%) of the amount of my/our bid made payable to City of Dayton. The same is subject to forfeiture in the event of default on the part of the undersigned, or failure on the part of the undersigned to execute the prescribed contract and bond within fifteen (15) days after it is submittal to me/us.

In submitting this bid, it is understood that the Owner retains the right to reject any and all bids and to waive irregularities and informalities therein and to award the contract to the best interest of the Owner.

It is understood that bids may not be withdrawn for a period of 30 days after the date and time set for the opening of bids. It is understood that the Owner reserves the right to retain the certified check or bond of the three lowest bidders as determined by the Owner for a period not to exceed 30 days after the date set for the opening of the bids.

Respectfully submitted by:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(A Corporation)  
(An Individual)  
(Title)  
(Bidder's E.I. Number)

## BID FORM

<b>Parks Irrigation Project</b>				
ITEM	UNIT	QTY	BID \$	TOTAL COST
<b>Ione Gardens Neighborhood Park</b>	LS	1		\$
<i>New connection from existing curb stop</i>				
<i>Include costs to get power for controller from adjacent sites transformer to enclosure/controller location</i>				
<b>Sundance Woods Neighborhood Park</b>	LS	1		\$
<i>Connect to existing irrigation system</i>				
<i>Size new controller to accommodate existing zones</i>				
<b>Elsie Stephens Memorial Park Irrigation</b>	LS	1		\$
<i>Connect to existing well</i>				
<i>Locate controller on wood panel (outlet available) at location shown</i>				
<b>River Hills Neighborhood Park Irrigation</b>	LS	1		\$
<i>Connect to new well - timing to be determined</i>				
<b>Hayden Hills Neighborhood Park Irrigation</b>	LS	1		\$
<i>Connect to new well - timing to be determined</i>				
<b>ALL Parks</b>				
<i>Supply and install all new irrigation equipment, master valve, flow sensor, and connection associated equipment as shown on plans &amp; details</i>				
<i>Provide and install new Baseline 1000X Decoder Controller at new sites, Baseline 1000R for existing systems. On existing systems connect existing zones to R board and run two-wire path to all new zones. Provide OptConnect cellular modem - for Baseline controller, Contractor to supply cell modem service for 5 years and BaseManager service for 2 years.</i>				
<i>Provide and install new main line &amp; two-wire path to all new zones based on irrigation design layout. Install single station decoders as required, moisture sensors, and surge suppressors/grounding as shown.</i>				
<i>Install new valves, lateral lines, heads as shown in design documents</i>				
<i>Refer to irrigation design plans, specs, and details for additional information</i>				
<b>BASE BID PROJECT TOTAL</b>				\$

**AFFIRMATIVE ACTION DECLARATION****PARKS IRRIGATION PROJECT**  
Dayton, Minnesota

Please complete the questionnaire shown below and attach this completed and properly executed sheet to the bid proposal. This sheet along with the Affirmative Action Certificate (if applicable) must be submitted with the bid. Failure to do so may, at the City's discretion, cause the bid to be rejected. If, however, the bid is not rejected for your failure to attach these documents, the bid shall absolutely be rejected if you have not provided the said documents within seventy-two (72) hours after the City has deposited in the US Mail written demand therefore.

I hereby certify that I have reviewed the Affirmative Action requirements as set forth in the specifications and declare the following (must check one):

\_\_\_\_\_ We have fewer than twenty (20) employees and are therefore exempt from the Affirmative Action Requirement.

*or*

\_\_\_\_\_ We have attached a certified copy of our Affirmative Action Certification

*or*

\_\_\_\_\_ We do not have a Certificate.

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

Firm Name: \_\_\_\_\_

**AFFIDAVIT OF NON-COLLUSION****PARKS IRRIGATION PROJECT  
Dayton, Minnesota****(Information Required of Bidder)**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its' behalf (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at, by the bidder, independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That I have full informed myself regarding the accuracy of the statements made in this affidavit.

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

Firm Name: \_\_\_\_\_

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Bidder's E.I. Number: \_\_\_\_\_

(Number used on Employer's Quarterly Federal Tax Return, US Treasury Dept. Form #941)



**FORM OF AGREEMENT**  
**PARKS IRRIGATION PROJECT**  
Dayton, Minnesota

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the

City of Dayton hereinafter called the "Owner" and \_\_\_\_\_ hereinafter called the "Contractor".

THIS AGREEMENT WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter stated, agrees as follows:

ARTICLE I. The Contractor hereby covenants and agrees to perform and execute all the provisions of the plans and specifications as prepared by Loucks Associates, Inc, and indicated below under Article IV, as provided by the Owner for: \_\_\_\_\_ and to do everything required by this agreement and the contract documents.

ARTICLE II. The Contractor agrees that the work contemplated by this contract shall be fully and satisfactorily completed in accordance with the provisions in Article 9 of the Supplemental Conditions of the Contract.

ARTICLE III. The Owner agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the conformed copy of Proposal Form hereto attached, which prices shall conform to those in the accepted Contractor's Proposal on file in the Office of the City of Dayton City Administrator the aggregate of which prices, based on the approximate schedule of quantities is estimated to be \$\_\_\_\_\_. Monthly and final payment shall be made as provided in the City's Standard Specifications for Construction referred to herein.

ARTICLE IV. The contract documents shall consist of the following component parts:

1. Instruction for Bidders
2. Specifications
3. Special Provisions
4. Bid Proposal Form
5. Performance and Payment Bond
6. Plans and drawings which are attached to the specifications
7. Addenda No(s). \_\_\_\_\_
8. This Agreement

Each and all of the aforementioned contract documents are hereby incorporated into this agreement by specific reference and the terms and provisions thereof are and constitute a part of this Agreement as though attached hereto or fully set forth herein.



## CERTIFICATE OF ACKNOWLEDGMENT

PARKS IRRIGATION PROJECT  
Dayton, MinnesotaCERTIFICATE OF ACKNOWLEDGMENT BY CORPORATION  
(For use where Contractor is a corporation)STATE OF MINNESOTA)  
COUNTY OF HENNEPIN) SS  
CITY OF DAYTON)

On this day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_

and \_\_\_\_\_ to me known who, being by me duly sworn, did say that they

are respectively the \_\_\_\_\_ of \_\_\_\_\_

that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was

executed in behalf of the corporation by authority of its Board of Directors, and said \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_

acknowledged the instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public\_\_\_\_\_  
Full Name of Surety Company\_\_\_\_\_  
Home Office Address\_\_\_\_\_  
Name of Attorney-in-fact\_\_\_\_\_  
Name of Local Agency

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

\_\_\_\_\_  
Name of Agent affixing countersignature\_\_\_\_\_  
Address*MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate surety.*

## CERTIFICATE OF ACKNOWLEDGMENT

PARKS IRRIGATION PROJECT  
Dayton, MinnesotaCERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL  
(For use where Contractor is individual or partnership)STATE OF MINNESOTA)  
COUNTY OF HENNEPIN) SS  
CITY OF DAYTON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared

\_\_\_\_\_, to me known to be the person described in and who executed the

foregoing bond, and acknowledge that he executed the same as \_\_\_\_\_ free act and deed.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public*MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate surety.*

**CONTRACTOR'S PERFORMANCE BOND****PARKS IRRIGATION PROJECT**  
Dayton, Minnesota

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_  
as Surety, hereinafter called Surety, are held and firmly bound onto

\_\_\_\_\_ as  
Obligee, hereinafter called OWNER, in the amount of

\_\_\_\_\_ Dollars (written), (\$ \_\_\_\_\_),  
for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated \_\_\_\_\_, 2024 entered into a Contract with OWNER for  
\_\_\_\_\_ in accordance with Contract Documents

prepared by \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereinafter  
referred to as the Agreement.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully  
perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Agreement, the OWNER having performed  
OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by  
Surety of the lowest responsible Bidder, or if OWNER elects, upon determination by OWNER and the Surety jointly of the  
lowest responsible Bidder, arrange for a Contract between such Bidder and OWNER, and make available as work  
progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of  
completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract  
Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set  
forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total  
amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly  
paid by the OWNER to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than OWNER named herein or the  
heirs, executors, administrators or successors of OWNER.

**CONTRACTOR'S PERFORMANCE BOND**

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in \_\_\_\_\_ original counterparts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(CONTRACTOR)

Attest:

\_\_\_\_\_  
(Business Address)\_\_\_\_\_  
(Title)By \_\_\_\_\_  
(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(SURETY)

Attest:

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

\_\_\_\_\_

\_\_\_\_\_  
(Attorney in Fact)

Approved by OWNER:

By: \_\_\_\_\_  
(Name) (Title) (Date)

NOTE: The Bond must be approved and the approval dated in every case. The title of the person signing must be indicated. Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.

**CONTRACTOR'S PAYMENT BOND****PARKS IRRIGATION PROJECT**  
Dayton, Minnesota

KNOW ALL PERSONS BY THESE PRESENTS that \_\_\_\_\_

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_

duly authorized and licensed to do business in the State of Minnesota, as Surety, hereinafter called Surety, are held

and firmly bound onto \_\_\_\_\_

as Oblige, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided in the amount of

\_\_\_\_\_ Dollars (written), (\$ \_\_\_\_\_), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated \_\_\_\_\_, 2024

entered into a Contract with OWNER for \_\_\_\_\_

in accordance with Contract Documents prepared by \_\_\_\_\_  
which Contract is by reference made a part hereof, and is to contain in substance the following provisions:

CONTRACTOR shall pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, including, without limitation because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, premiums for worker's compensation insurance, and contributions for unemployment compensation.

The said written agreement, drawings, specifications, and amendments are hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if CONTRACTOR shall faithfully perform the said Contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract to be used or consumed in making the public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. No assignment, modification or change of the Agreement, or change in the work covered thereby, or any extension of time for completion of the Contract shall release the Sureties on the bond.
2. Not later than one year after the completion of work under this Contract or such longer period of time as may be prescribed by law, or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any party in interest may maintain an action in his own name against CONTRACTOR and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of CONTRACTOR to comply with the Contract or with the Contract between CONTRACTOR and his Subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.
3. IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in original counterparts this day of \_\_\_\_\_, 2024, the names of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR'S PAYMENT BOND**

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in original counterparts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(CONTRACTOR)

Attest:

\_\_\_\_\_  
(Business Address)\_\_\_\_\_  
(Title)By \_\_\_\_\_  
(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(SURETY)

Attest:

\_\_\_\_\_  
(Business Address)\_\_\_\_\_  
(Attorney in Fact)

Approved by OWNER:

By: \_\_\_\_\_  
(Name) (Title) (Date)

NOTE: The Bond must be approved and the approval dated in every case. The title of the person signing must be indicated. Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.

**CONTRACTOR'S PAYMENT BOND**

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## SECTION 01100 PROJECT NARRATIVE

### PART 1. PROJECT DESCRIPTION

This contract includes all work necessary to provide fully operational underground irrigation systems at each of the park sites listed below. The project will be competitively bid, as required by City policy, and a single Contractor will be hired to complete the work scope as defined below.

#### 1.01 BASIC WORK DESCRIPTION

The overall intent for each park site is to create a fully operational underground irrigation system. Water source varies as noted below:

##### 1. IONE GARDENS NEIGHBORHOOD PARK

- (a) New 2" municipal connection from existing curb stop
- (b) Include costs to get power for controller from adjacent sites transformer to enclosure/controller location

##### 2. SUNDANCE WOODS NEIGHBORHOOD PARK

- (a) Connect to existing irrigation system
- (b) Size new controller to accommodate existing zones

##### 3. ELSIE STEPHENS MEMORIAL PARK

- (a) Connect to existing well
- (b) Locate controller on wood panel (outlet available) at approximate location shown
- (c) design drawings

##### 4. RIVER HILLS NEIGHBORHOOD PARK

- (a) Connect to new well – timing of well to be determined

##### 5. HAYDEN HILLS NEIGHBORHOOD PARK

- (a) Connect to new well - timing of well to be determined

##### 6. ALL PARKS

- (a) Supply and install all new irrigation equipment, master valve, flow sensor and connection associated equipment as shown.
- (b) Provide and install new Baseline 1000X Decoder Controller at new sites, Baseline 1000R for existing systems. On existing systems connect existing zones to R board and run two-wire path to all new zones. Provide OptConnect cellular modem - for Baseline controller, Contractor to supply cell modem service for 5 years and BaseManager service for 2 years.
- (c) Provide and install new main line & two-wire path to all new zones based on irrigation design layout. Install single station decoders as required, moisture sensors, and surge suppressors/grounding as shown.
- (d) Install new valves, lateral lines, heads as shown in design documents.
- (e) ALL parks have existing turf. Contractor responsible for restoration, to grade, for all disturbed areas. Remove any large rocks and extra dirt as required.
- (f) See irrigation design and specifications for all project details.

#### 1.02 POWER SUPPLY

The Contractor shall be responsible for any power connections from existing meter locations. Two of the park sites will have completely new power supplies. Power at Elsie Stephens Park is available at the existing wellhead. Power supplies shall include the following:

- 1. Any electrical necessary to run the wells and future irrigation system. We anticipate the well power needs will vary based on the required volume and pump size. The Contractor shall provide any design and calculations to prove the system will function as needed.
- 2. Main power supply shutoff switch
- 3. Any connections necessary to hook future irrigation to VFD
- 4. At least one (1) 120V duplex outlet for future irrigation controller operations
- 5. Lightning and surge protection per code



## 1.03 PROJECT LOCATIONS

The work will be performed at five different park sites. Each park site has nuances that affect the work required. A description of each site is as follows:

1. **Ione Gardens Neighborhood Park**

This existing park site is found just off Pioneer Parkway and accessed at 145XX Annapolis Lane North River Road. Originally built at a neighborhood HOA park site, the property has been turned over to the City for maintenance and future upgrades. Due to its small size, the park will be irrigated using a new municipal water tap. Refer to the site plan for details on work scope and irrigation limits.

Proposed Water Source:	A new municipal connection
Approximate Irrigation Area:	1.90 Acres
Existing Irrigation:	No
Existing Controller:	No

2. **Sundance Woods Neighborhood Park**

This park is located at 11000 Sundance Wood Boulevard. This park was completed in two phases with the easterly portion consisting of an open turf area, basketball court, and walking trails. The first phase of construction, mostly a playground and landscaped area, is covered by an existing irrigation system that will be expanded to include coverage for the Phase Two area.

Proposed Water Source:	An existing municipal connection
Approximate Irrigation Area:	1.16 Acres
Existing Irrigation:	Yes
Existing Controller:	Yes, but upgrade necessary

3. **Elsie Stephens Memorial Park**

This site overlooks the Mississippi River at 14430 River Road. This park has been undergoing recent multi-phased construction projects. An existing well is located just SW of the pergola above the performance area seating.

Proposed Water Source:	An existing well OR new well if necessary
Approximate Irrigation Area:	1.00 Acres
Required Water Volume:	30 GPM
Required Pressure:	30 PSI

4. **River Hills Neighborhood Park**

This is another newly constructed neighborhood park located at 14695 River Hills Parkway. Irrigation will be focused on the park areas surrounding the playground and existing basketball court. A new well is proposed in the southeast corner of the property. Refer to the site plan for proposed well location.

Proposed Water Source:	A new 4" well
Approximate Irrigation Area:	1.00 Acres
Required Water Volume:	30 GPM
Required Pressure:	80 PSI

5. **Hayden Hills Neighborhood Park**

This newly constructed park site sits on the former Hayden Hills Golf Course at 15510 Pineridge Way North. The majority of the park play areas will be irrigated. A new well is proposed in the southeast corner of the property. Refer to the site plan for proposed well location.

Proposed Water Source:	A new 6" well
Approximate Irrigation Area:	4.00 Acres
Required Water Volume:	80 GPM
Required Pressure:	80 PSI

## 1.05 CONSTRUCTION CONFERENCE

No pre-construction conference will be held, but we encourage interested contractors to review the site conditions in person. The park sites are open for visiting during daylight hours.

- 1.06 BID FORM**  
All bids shall be submitted on the bid form included in this set of documents. The contractor shall submit unit pricing and total cost for each line item. If significant discrepancies are found in the estimated quantities, please notify the landscape architect as soon as possible and an addendum will be issued. If not noted on the bid form, or addressed via addenda, the quantities are assumed correct. Minor variation in quantities will not change your total cost or payment.
- 1.07 DEADLINE FOR BIDDING**  
All bids should be received by date & time listed on the Advertisement for Bids. Partial bids are not allowed nor expected for this project. The City intends to award only one comprehensive contract for the work. Completed bids should be submitted in person, or electronically, to the following individual:  
**Dayton Parks Department**  
Attn: Marty Farrell – Director of Public Works  
Dayton City Hall  
12260 South Diamond Lake Road  
Dayton, MN 55327  
[mfarrell@cityofdaytonmn.com](mailto:mfarrell@cityofdaytonmn.com)
- 1.08 CONTRACT AWARD**  
A single general contract will be awarded as quickly as possible following receipt, and review, of the bids. The successful contractor will be contacted by phone and contracts will be developed between the successful bidder and the City.
- 1.09 PERMITS & INSPECTIONS**  
The Contractor is responsible for obtaining and paying for all permits and inspections necessary to complete the work as identified in the Construction Documents.
- 1.10 CONSTRUCTION SCHEDULE**  
Work for this project should begin as soon as possible after award by the City. The schedule for completion is flexible and may extend into 2025 if necessary. Ideally, the work would be completed by December 31st, 2024. However, if necessary to extend into 2025, work must be complete by June 1st, 2025.
- 1.11 PRIORITIZATION FOR COMPLETION**  
Work on each site is dependent on the ability to get power and water completed at the proposed project sites. That effort will require coordination between the well contractor, utility company, and irrigation contractor. The project sites requiring well water supply may not be ready to connect in 2024. For this reason, priority for completion of each park site should be in the following order:  
#1 Lone Gardens Neighborhood Park  
#2 Sundance Woods Neighborhood Park  
#3 Elsie Stephens Memorial Park  
#4 Hayden Hills Neighborhood Park  
#5 River Hills Neighborhood Park
- 1.12 LIQUIDATED DAMAGES**  
Failure to complete all contracted projects by June 1<sup>st</sup>, 2025 (without prior approval from owner) may result in damages set at \$250 per work day until complete.
- 1.13 ALLOWABLE WORK SCHEDULE**  
Work hours for this contract will be from 7 am to 7 pm Monday thru Friday. Work MAY be performed on the weekends if approved by the City with advance approval.
- 1.14 QUALITY ASSURANCE**  
Installer: Company specializing in performing work of this Section with a minimum of three [3] years experience. Products requiring electrical connection will be listed and classified by UL as suitable for indicated conditions of use.
- 1.15 COMPLIANCE TO FEDERAL, STATE, LOCAL LAWS**  
Submitting Respondents agree to comply with all applicable federal, state and local laws, statutes, rules, and regulations. This Bid Request, and any resulting Contract, shall be construed and governed by the laws of the State of Minnesota.

**1.16 PREVAILING WAGES**

A. This project is NOT subject to the Minnesota Prevailing Wage Act as defined in Minnesota Statutes 177.41 through 177.44. Questions regarding the rules and regulations can be submitted to:

**Minnesota Department of Labor and Industry**

443 Lafayette Road N.

St. Paul, MN 55155

Phone: 651-284-5091

Email: [dli.prevwage@state.mn.us](mailto:dli.prevwage@state.mn.us)

**1.17 STAKING AND LAYOUT**

The Contractor is responsible for any staking required to build the proposed improvements, but none is expected.

**1.18 MEASUREMENT AND PAYMENT**

Payments for construction work will be made upon successful completion of the work. Payment of materials will be considered only if approved and delivered to the site. The Contractor is responsible for submitting proof of completed work. Payment for work and materials will be lump sum per the bid form. The Contractor should note any quantity discrepancies found on the bid form if they are different than estimated. Unit prices shall be supplied in the event increases to certain line items are desired. It is expected the project duration will be

**1.19 TESTING**

The City reserves the right to test products or materials used on the project if there is any question as to quality or durability of the product. Any testing will be paid by the City. Failing tests will require complete removal and replacement of affected products.

**1.20 CLEANING & PROJECT CLOSEOUT**

The Contractor shall be responsible for thoroughly cleaning all areas of the job site affected by the work before final acceptance will be granted. Remove and dispose off-site all construction debris.

**PART 2. SITE INFORMATION****2.01 ACCESS**

- A. Access to the job sites shall be as directed by the City. Convenient access is available to each site, but the Contractor is responsible for field verifying access points and notifying the landscape architect if any difficulties are present.
- B. No disruption shall occur on private property or outside the limits of work as shown on the plans. Any damage outside these limits will be asked to cease and will be repaired and/or replaced by the Contractor at no additional cost to the City.
- C. Care must be taken to avoid any damage to neighboring properties. Any damage shall be immediately brought to the attention of the project manager and repaired or replaced at no additional cost to the Owner.
- D. All of the Contractor's operations and storage of materials and equipment shall be confined to areas within the construction limits.

**2.02 PROTECTION OF EXISTING SITE FEATURES**

All work for this project is within the limits of property controlled by the City of Dayton and the project areas are relatively free from built improvements that could be damaged. However, any damage to existing features shall be immediately brought to the Owner's attention for recommendations on repairing or replacement. Damage shall be remedied by the Contractor at no additional cost to the Owner.

**2.05 PROJECT CONDITIONS**

Contractor shall keep construction debris to a minimum during the construction process. Periodically clean job site to facilitate a safe, efficient work environment. Clean debris or spills as soon as possible. All of the Contractor's operations and storage of materials and equipment shall be confined to areas within the roads bordering the project site.

**2.03 TRAFFIC & PARKING CONTROL**

Construction activities shall not interfere with access to the site. Entrances and drives used by the public shall be maintained in safe operating condition and shall be kept free and clear of the contractor's equipment, materials and debris.

**PART 3. LICENSING, CONTRACT, AND INSURANCE REQUIREMENTS****3.01 CONTRACTOR QUALIFICATIONS:**

The owner and/or consultant will make such investigations as deemed necessary to determine the ability of the Proposing Firm to fully, safely and responsibly carry out all contract requirements stipulated herein. The owner reserves the right to reject the bid if evidence submitted by, or investigation of, the bidding firm fails to satisfy the owner that the firm is deemed responsible and qualified to carry out the obligations of the contract and fully complete all the work described in these bid solicitation documents.

**3.02 COMPLIANCE TO FEDERAL, STATE, LOCAL LAWS**

Submitting respondents agree to comply with all applicable federal, state and local laws, statutes, rules, and regulations. This RFP and any resulting Contract shall be construed and governed by the laws of the State of Minnesota.

**3.03 LICENSING**

The Contractor shall be a licensed contractor in the State of Minnesota and be covered by insurance that meets the following requirements:

**3.04 CONTRACTOR'S INSURANCE REQUIREMENTS**

A. The limits of liability for the insurance required by Paragraph 5.02 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. Limits may be provided by a combination of primary and excess liability policies or through a single policy. If the limits are provided by a combination of primary and excess liability policies, then the excess or umbrella liability coverages shall include commercial general, comprehensive automobile, and employer's liability and shall provide coverage at least as broad as the underlying policies.

**1. Workers' Compensation:**

- |                                |                         |
|--------------------------------|-------------------------|
| (a) State:                     | Statutory               |
| (b) Applicable Federal:        | Statutory               |
| (c) Employer's Liability:      |                         |
| (i) Bodily Injury by Accident  | \$500,000 each accident |
| (ii) Bodily Injury by Disease  | \$500,000 policy limit  |
| (iii) Bodily Injury by Disease | \$500,000 each employee |

**2. Comprehensive or Commercial General Liability:**

- |                            |                              |
|----------------------------|------------------------------|
| (a) Combined Single Limit: |                              |
| (i) Premises/operations    | \$1,000,000 each occurrence  |
| (ii) Products/completed    | \$1,000,000 each occurrence  |
| (iii) Operations           | \$2,000,000 annual aggregate |
| (iv) Personal Injury       | \$1,000,000 each occurrence  |

B. Policies shall include premises/operations, products, completed operations, independent contractors, explosion, collapse, underground hazards, broad form contractual, personal injury with employment contractual exclusions deleted, and broad form property damage.

- (a) If policies are written on a Commercial General Liability form, the General Aggregate shall be at least two times the 'each occurrence' limit or be written on a "per project" basis.
- (b) If policies are written on a 'claims made' form, the certificate should so specify and policies shall continue in force for one year following completion of the project. The retroactive date of the policy must be no later than the date of the Agreement.
- (c) If policies are written for split limits, limits shall be equal for bodily injury and property damage liability.

**2. Comprehensive Automobile Liability (including owned, hired, and non-owned vehicles):**

- (a) Combined Single Limit:
 

(i) Bodily Injury and Property Damage:	\$1,000,000 each accident
--	---------------------------
- (b) If policies are written for split limits, limits shall be equal for bodily injury per person, bodily injury per accident and property damage.

C. All policies shall provide that the CONTRACTOR agrees to waive all rights of subrogation against the OWNER, the CONSULTANT, and their subconsultants, employees, officers and directors, for WORK performed under the Agreement. Endorsements shall be provided with certificates of insurance.

D. All policies shall also specify that the insurance provided by the CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER or CONSULTANT.



- E. All policies except Workers' Compensation and Builders Risk shall name the OWNER, their consultants, subconsultants, and their officers, directors, agents and employees as additional insureds. The Builders Risk insurance shall name the CONTRACTOR, OWNER, and CONSULTANT as named insureds.
- F. All policies shall provide for thirty days notice prior to any cancellation, reduction in coverage or nonrenewal.
- G. The deductible or self insured retention on Comprehensive or Commercial General Liability shall not be greater than \$2,500. Deductibles on Builders Risk coverage shall not be greater than \$25,000 for flood or \$100,000 for earthquake coverage. All deductibles are the responsibility of the CONTRACTOR.

**END OF SECTION**

**SECTION 00-7200  
CONDITIONS OF THE CONTRACT**

**PART 1. DEFINITIONS****1.01 CONTRACT DOCUMENTS**

The contract documents consist of the following, including all addenda issued prior to the opening of bids and modifications issued after execution of the contract:

- A. Bid Documents (Advertisement, Information to Bidders, Proposal and Bid Security);
- B. Agreement;
- C. Performance and Payment Bond;
- D. Project Specifications and Special Provisions thereof;
- E. Conditions of the Contract (General, Supplementary and other Conditions); and
- F. Drawings.

**1.02 CONTRACT**

The contract documents form the contract. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

**1.03 CONSULTANT**

The Consultant is the authorized representative of the Owner, as named in the contract documents.

**1.04 OWNER**

The Owner is the City of Dayton.

**1.05 CONTRACTOR**

The Contractor is the person, entity or authorized representative thereof named in the contract documents to construct the project pursuant to plans and specifications.

**1.06 SUBCONTRACTOR**

The subcontractor is any person or other entity acting for, or on behalf of, the Contractor in performing any part of the contract.

**1.07 PROPOSAL**

The proposal is the offer of a bidder to perform the work described in the bid documents when made out and submitted on the prescribed proposal form, properly signed and secured.

**1.08 BID SECURITY**

The bid security, where required by the advertisement or information to bidders, is a cashier's or certified check, cash or bid bond accompanying the proposal submitted by the bidder, pledging that the bidder will enter into an agreement with the Owner for the carrying out of the work, should the contract for the work be awarded to him.

**1.09 AGREEMENT**

The agreement is the written contract between the Owner and Contractor covering the performance of the work described in the contract documents. Other contract documents are attached to the agreement.

**1.10 PERFORMANCE AND PAYMENT BOND**

The performance and payment bond is the approved form of security furnished by the Contractor and their surety prior to the execution of the agreement as a pledge of good faith on the part of the Contractor, and the surety in the event of the Contractor's default, covering the Contractor's faithful performance under the contract documents and the payment of all obligations arising there under. The terms and conditions of said bond are governed by M.S.A. Section 574.26 et. seq. and amendments thereto.

**1.11 BIDDER**

A bidder is an individual or other entity submitting a proposal for the advertised work.

**1.12 SURETY**

A surety is the person or other entity executing the Contractor's performance and payment bond.

**1.13 SPECIFICATIONS**

The specifications consist of the construction document titled Project Manual.

**1.14 DRAWINGS**

The drawings are all plans, drawings or reproductions of drawings issued by the Consultant pertaining to the work and provided for in the contract documents.

**1.15 WRITTEN NOTICE**

Written notice shall be deemed to have been served if delivered in person or sent by registered or certified mail to the individual or other entity or to the last known business address of such individual or entity. It shall be the duty of each party to advise the other parties to the agreement as to any change in the business address until completion and acceptance of the work.

**1.16 ACTS OF GOD**

An Act of God is an unusual, extraordinary and sudden manifestation of the forces of nature, uncontrolled and uninfluenced by the power of man and without human intervention, which could not under normal circumstances have been anticipated or expected. Ordinary, expectable, and gradual weather conditions of normal intensity for the locality shall not be considered as an Act of God and the Owner or Consultant shall not be liable to the Contractor for damage to the work resulting there from.

**PART 2. BIDDING REQUIREMENTS****2.01 PROPOSAL FORMS**

The Owner will furnish proposal forms to any qualified bidder upon request.

**2.02 INTERPRETATION OF PLANS, SPECIFICATIONS AND WORK SITE**

The quantities appearing in the proposal shall be used as the basis of calculation for comparison of proposals. The scheduled quantities are to be considered approximate only and may be increased, decreased or omitted as provided in Section 9.4.

**2.03 EXAMINATION OF PLANS, SPECIFICATIONS AND WORK SITE**

Each bidder is required to examine carefully the site of the work, the proposal forms, specifications and forms. Submission of a proposal shall be considered evidence that the bidder has made such examination and that he has familiarized himself with the conditions to be encountered, the character, quality and quantity of work to be performed and material to be furnished and the requirements of these contract documents.

**2.04 ADDENDA**

Any addenda issued by the Owner or Consultant prior to the time of receipt of proposals or prior to the date set for opening of proposals, shall be included in the proposal and shall be made part of the contract documents. Receipt of each addendum shall be acknowledged by the bidder in their proposal.

**2.05 PREPARATION OF BID**

The bidder shall submit their proposal in duplicate on the proposal forms provided by the Owner. All blank spaces in the proposal must be filled in clearly and correctly in ink or typewritten. Any interlineations, alteration or erasure must be initialed by the signer of the proposal. The proposal shall be signed in ink by the individual or authorized representative making the proposal.

**2.06 RESERVATION AND/OR EXCEPTIONS**

Reservations or exceptions shall be clearly stated in writing and attached to the proposal. They will be deemed to be a part of and incorporated into the proposal. Bidders are advised that if such reservations or exceptions constitute a substantial deviation from the advertised terms and conditions, their proposals may be rendered non-responsive. The bidder shall make no additional stipulations on the proposal nor qualify it in any other manner.

**2.07 BID SECURITY**

If so stipulated in the advertisement or invitation to bid, each proposal shall be accompanied by a bid security in the required form and amount pledging that the bidder will enter into a contract with the Owner on the terms stated in their proposal and will, if required, furnish bonds as described hereunder in Section 8.3 covering the faithful performance of the contract and the payment of all obligations arising there under. Should the bidder refuse to enter into such contract or fail to furnish such bond, if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The Owner will have the right to retain the bid security of bidders until either (a) the contract has been executed and bonds, if required, have been furnished or (b) the specified time has elapsed for proposals to be withdrawn, or (c) all proposals have been rejected.

**2.08 DELIVERY OF PROPOSAL**

Each proposal shall be placed in an opaque envelope and securely sealed. The envelope shall be so marked as to indicate the name and address of the bidder, the type of work and the project designation. If mailed, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. All proposals shall be in the office of the designated recipient before the time set for bid opening.

**2.09 OPENING OF PROPOSALS**

Proposals will be opened publicly and read aloud at the time, date and place designated in the advertisement.

**2.10 EVALUATION OF PROPOSALS**

The Owner reserves the right to reject any proposal if it shows any omissions, alterations, irregularities, is submitted subsequent to the opening of the first proposal, or is unaccompanied by any required bid security. The bidder further acknowledges the right of the Owner to reject all proposals and re-advertise with the same or different bid documents. In any event, the Owner reserves the right to waive any informalities, irregularities or minor deviations in the proposal. Comparison of proposals will be made on the basis of the stated unit prices and unit prices will control in the event of a discrepancy between the unit price and the extension or summation thereof.

**2.11 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, each bidder certifies that:

- A. The prices in the proposal have been arrived at independently, without consultation, communication or agreement as to any matters relating to such prices with any other bidder or with any competitor for the purpose of restricting competition;
- B. The prices which have been quoted in the proposal have not been or will not be knowingly disclosed to any other bidder or competitor prior to the opening of the proposals;
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.



**PART 3. AWARD AND EXECUTION OF THE CONTRACT****3.01 AWARD OF THE CONTRACT**

When the proposal of the lowest responsible bidder is accepted, and within 30 days after opening, the Owner will send him the necessary contract documents and a notice that the contract has been awarded to him, subject to the furnishing of a performance and payment bond, where required.

**3.02 PERFORMANCE AND PAYMENT BOND**

Where required and prior to or at the time of the execution of the agreement the bidder determined to be the lowest responsible bidder shall furnish a public Contractor's bond as required by M.S.A. Section 574.26 et. seq. and amendments thereto. The successful bidder is required to use the performance and payment bonds included in the bid documents.

**3.03 EXECUTION OF AGREEMENT**

The lowest responsible bidder shall, within 15 days after receiving the notice of award, sign the agreement contained in the contract documents and return the signed agreement and other contract documents to the Owner. No proposal will be considered as binding on the Owner until the contract has been approved and executed by all parties.

**3.04 FAILURE TO EXECUTE AGREEMENT**

Upon the failure of the lowest responsible bidder to furnish an acceptable bond, where required, or to execute the agreement within the time above specified, the Owner may have the option to annul the award and retain the bid security accompanying the bid as liquidated damages and not as a penalty. This shall not be the sole remedy of the Owner but upon default by the bidder the Owner may adopt any legal remedy which it may see fit to adopt.

**3.05 RETURN OF BID SECURITY**

All bid securities, except that of the lowest responsible bidder, will be returned within 30 days after the date of the opening of proposals. The bid security of the lowest responsible bidder will be returned upon receipt of the properly executed agreement and bond.

**PART 4. DRAWINGS, SPECIFICATIONS, & RELATED DATA****4.01 INTENT OF DRAWINGS AND SPECIFICATIONS**

The intent of the drawings and specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the drawings and described in the specifications and all incidental work considered necessary to complete the project in an acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

**4.02 ORDER OF PRECEDENCE**

If there be a conflict between or among any of the terms or provisions of the Contract Documents, the following order of precedence shall apply:

- A. Agreement
- B. Project Specifications and Special Provisions thereof
- C. Conditions of the Contract (general, supplementary and other conditions)
- D. Drawings
- E. Bid Proposal

**4.03 DISCREPANCIES**

Any ambiguity or discrepancy in the drawings and specifications, no matter how seemingly insignificant to the Contractor shall be brought immediately to the attention of the Consultant for clarification. Any Contractor who fails to bring any ambiguity or discrepancy of which it was or should have been aware, shall assume the risk of loss

because of, and shall be allowed no claim for the misinterpretation of the drawings and specifications contrary to the intended interpretation of the Consultant.

#### 4.04 ADDITIONAL INSTRUCTIONS

Further or additional instructions may be issued by the Consultant during the progress of the work by the use of drawings or other means to clarify the contract documents or to explain or illustrate changes in the work to be done.

#### 4.05 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

Except as provided for otherwise, two (2) full size copies of drawings and specifications shall be furnished to the Contractor without charge. Any additional copies requested by Contractor shall be furnished upon payment of charges made at the prevailing rate charged by the Owner.

#### 4.06 DRAWINGS AND SPECIFICATIONS AT JOB SITE

One complete set of all drawings and specifications, addenda, approved shop drawings, change orders and other modifications shall be maintained by Contractor at the job site and shall be available to the Consultant at all times.

#### 4.07 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications and copies thereof and other data furnished by the Consultant are and shall remain their property. They are to be used only with respect to this project and are not to be used on any other project. Said documents are to be returned or suitably accounted for to the Consultant on request at the completion of the work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the Consultant's common law copyright or other reserved rights.

#### 4.08 DIMENSIONS

Figured dimensions on the plans will be used in preference to scaling the drawings. Where the work of the Contractor is affected by dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility.

#### 4.09 SAMPLES

All samples called for in the specifications or required by the Consultant shall be furnished by the Contractor and shall be submitted to the Consultant for their approval. Samples shall be furnished so as not to delay the project. The Contractor shall furnish such samples of material as may be required for examination and testing. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided for in the specifications.

#### 4.10 PRODUCT DATA

Product data are illustrations, standard schedules, performance charts, instruction, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

#### 4.11 SHOP DRAWINGS

- A. The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Consultant's instructions. Deviations from the drawings and specifications shall be called to the attention of the Consultant at the time of the first submission of shop drawings and other drawings for approval. The Consultant's approval of any drawings shall not release the Contractor from responsibility for such deviations.
- B. Shop drawings shall be promptly submitted by the Contractor after he has reviewed, checked and approved the data to determine that they are in harmony with the requirements of the project and with the provisions of the contract documents and after he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. In submitting the shop drawings, the Contractor is certifying that the work represented by the shop drawings is recommended by the Contractor.

C. Shop drawings shall be submitted according to the following schedule:

1. Three (3) copies shall be submitted with reasonable promptness and in such sequence as to prevent delay of the work.
2. The Consultant shall, within 14 days of the submittal of any shop drawings, return one copy to the Contractor marked with corrections and changes.
3. The Contractor shall then promptly correct the shop drawings to conform to the corrections and changes requested by the Consultant.
4. Following completion of such corrections and changes, the Contractor shall promptly furnish the Consultant two copies of the shop drawings conforming to the required corrections and changes.

4.12 QUALITY OF EQUIPMENT AND MATERIALS

- A. In order to establish standards of quality, the Consultant, in the specifications, has referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design unless otherwise specifically stated in the specifications or special provisions.
- B. The Contractor shall furnish the complete list of proposed desired substitutions prior to executing the agreement, together with such engineering and product data as the Consultant and Owner may require.
- C. The Contractor shall abide by the Owner's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the general Contractor and not by individual trades or material suppliers. The Owner will review proposed substitutions and make their recommendations in writing within a reasonable time.

4.13 FURNISHING OF PRODUCT DATA

- A. The Contractor shall furnish one copy of complete product data for every manufactured item of equipment and all components to be used to perform the work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type.
- B. This data shall be compiled by the Contractor and reviewed by the Consultant before any of the equipment is ordered.
- C. All data shall be indexed according to specification section and paragraph for easy reference.
- D. After review, this data shall become a part of the contract, and may not be deviated from except upon written approval of the Consultant.
- E. Product data for equipment reviewed by the Consultant does not in any case supersede the contract documents. The review of the Consultant shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the Consultant's attention to such deviations at the time of furnishing said data. Nor shall such review relieve the Contractor from responsibility for errors of any sort in the items furnished. The Contractor shall check the work described by the product data with the contract documents for deviations and errors.
- F. It shall be the responsibility of the Contractor to ensure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.
- G. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment so as to allow for proper operation and to be in harmony with the intent of the drawings and specifications, and to make all changes in the work required by the different arrangement of connections.



- H. Product data shall be promptly submitted by the Contractor after he has reviewed, checked and approved the data to determine if they are in harmony with the requirements of the project and with the provisions of the contract documents and after he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. In submitting the product data, the Contractor is certifying that the work represented by the data is recommended by the Contractor.

#### **PART 5. CONSULTANT-OWNER-CONTRACTOR RELATIONS**

##### **5.01 CONSULTANT'S RESPONSIBILITY AND AUTHORITY**

- A. The Consultant and Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.
- B. Claims, disputes, disagreements, or other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the contract documents shall be referred initially to the Consultant for decision which he will render in writing within a reasonable time.

##### **5.02 OBSERVATION OF WORK**

All materials and each part or detail of the work shall be subject at all times to observation by the Consultant and the Owner, and the Contractor will be responsible for strict adherence to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the work. Such observations may include mill, plant, or shop inspection, and any material furnished under these specifications is subject to such observation. The Consultant shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make their observations and construction review.

##### **5.03 CONTRACTOR'S SUPERINTENDENT**

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

##### **5.04 ASSIGNMENT OF CONTRACT**

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

##### **5.05 SUSPENSION OF WORK**

- A. The Owner or Consultant 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 the work, or failure on the part of the Contractor to carry out the provisions of the contract or to supply materials meeting the requirements of the specifications.
- B. Said suspension shall be effective provided the Owner gives the Contractor three (3) days written notice of suspension. The Contractor shall resume the work within ten (10) days after notice to resume work is given by the Owner to the Contractor.

**5.06 OWNER'S RIGHT TO CORRECT DEFICIENCIES**

Where it is not an emergency and upon failure of the Contractor to perform the work in accordance with the contract documents, including any requirements with respect to the schedule of completion, and after five (5) days written notice to the Contractor, the Owner may, without prejudice to any other remedies he may have, correct such deficiencies. In the case of an emergency the Owner shall have the right to correct the defective work immediately with payment pursuant to Section 10.13.

**5.07 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK**

- A. If the Contractor defaults or neglects to carry out the work in accordance with the contract documents, the Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days written notice of termination to the Contractor. 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. Tools and equipment are defined as those items included in the proposal form and are not intended to be construed as being the Contractor's equipment used for installation purposes.
- B. It may be considered a default at the sole discretion of the Owner if the Contractor shall:
1. File a petition in bankruptcy, attempt a reorganization under the bankruptcy laws, become insolvent, make a general assignment for the benefit of their creditors, or if a trustee or receiver be appointed;
  2. Disregard or violate the provisions of the contract documents, laws, regulations or orders of any public body having jurisdiction or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof; or
  3. Fail to provide a competent superintendent, workmen or subcontractor, or proper materials, or fail to make prompt payments thereof.

**5.08 CONTRACTOR'S RIGHT TO SUSPEND OR TERMINATE CONTRACT**

- A. The Contractor may suspend the work or terminate the contract after giving ten (10) days written notice to the Owner and the Consultant due to the occurrence of any one of the following:
1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the Contractor or any of their employees;
  2. If the Consultant should fail to act upon any request for payment within 20 days after it is presented in accordance with the conditions of the contract;
  3. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Consultant; or

**5.09 RIGHTS OF VARIOUS INTERESTS**

Wherever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by agreement to secure the completion of the various portions of the work in general harmony.

**5.10 SEPARATE CONTRACTS**

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

**5.11 SUBCONTRACTS**

- A. Unless otherwise specified in the contract documents, the Contractor shall, upon receipt of the executed contract documents, submit in writing to the Owner the names of all subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
- B. The Contractor is responsible to the Owner for the acts and omissions of their subcontractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of their employees.
- C. The contract documents shall not be construed as creating any contractual relation between the Owner, the Consultant and any subcontractor.
- D. The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the contract documents as far as applicable to their work.
- E. For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Consultant an arbiter to establish limits to the contracts between Contractor and subcontractors.

**5.12 WORK DURING AN EMERGENCY**

- A. In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. In all cases, he shall as soon as practicable, notify the Owner of the emergency and he shall not wait for instructions before proceeding to protect both life and property.
- B. Any additional compensation or extension of time claimed by the Contractor on account of said emergency work shall be determined under Section 10.10.

**5.13 ORAL AGREEMENTS**

Verbal orders and suggestions as to the performance of the work may be given from time to time by the Consultant, or by other representatives of the Owner. However, when in the opinion of the Contractor, such verbal orders or suggestions entitle him to a change in contract price or time or both, he must request a change order from the Owner. No verbal order or suggestion of any representative or employee of the Owner, or of any other person, shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, material, or other items pertaining to such work, or for damages or any other expenses incurred because of the Contractor's compliance therewith.

**5.14 NONDISCRIMINATION IN EMPLOYMENT**

- A. For work under this contract the Contractor must agree:
  - 1. That in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, creed, color or national origin, discriminate against the person or persons who are qualified and available to perform the work to which such employment relates.
  - 2. That no Contractor, material supplier or vendor shall, in any manner, discriminate against or intimidate or prevent the employment of any person or persons, or on being hired, prevent or conspire to prevent any person or persons from the performance of the work under this contract on account of race, creed, color or national origin.
  - 3. Violation of this section shall be cause for cancellation or termination of this contract.



**PART 6. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS****6.01 LANDS BY OWNER**

The Owner shall provide, not later than the date specified in the construction schedule as approved by the Consultant, the lands shown on the drawings upon which the work under the contract is to be performed. The Owner shall also provide rights-of-way for access thereto. Any delay in furnishing these lands by the Owner shall be deemed proper cause for consideration of adjustment in the time of completion.

**6.02 LANDS BY CONTRACTOR**

Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine their apparatus and storage of materials and operation of their workmen to those areas described in the drawings and specifications and such additional areas which he may provide at their expense. The Contractor shall notify the Consultant in writing of those lands provided at their expense.

**6.03 PRIVATE PROPERTY**

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

**6.04 SURVEYS AND STAKES**

Unless otherwise specified, the Consultant retained by the Owner shall establish all points of reference including staking for proposed work. Based upon the information provided by the Consultant, the Contractor shall develop and make all detail surveys necessary for construction, including laser, and other working points, lines and elevations. The Contractor shall be responsible for carefully preserving bench marks, reference points and stakes, and, in the case of destruction thereof resulting from their negligence or otherwise, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

**6.05 UTILITIES**

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

**PART 7. MATERIALS AND WORKMANSHIP****7.01 MATERIALS FURNISHED BY CONTRACTOR**

- A. All materials used in the work shall be new unless otherwise provided for in the contract documents, shall meet the requirements of the specifications, and shall not be incorporated into the work until reviewed by the Consultant.
- B. Unless otherwise specifically indicated in the contract documents, all materials necessary for the proper execution of the work shall be furnished and paid for by the Contractor, whether temporary or not and whether incorporated into the work or not.

**7.02 MATERIALS FURNISHED BY OWNER**

- A. Materials specifically indicated shall be furnished by the Owner. Before incorporating any of the materials into the work, the Contractor shall inspect the materials so furnished by the Owner. If the Contractor discovers any defects in material furnished by the Owner, he shall notify the Consultant.
- B. Unless otherwise noted or specifically stated, materials furnished by the Owner are to be delivered to the site. The Contractor shall unload and properly protect all such materials from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

**7.03 STORAGE OF MATERIALS**

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

**7.04 CONDUCT OF WORKMEN**

The qualifications and conduct of workmen shall be in accordance with Mn/DOT Specification 1802.

**7.05 REJECTED WORK AND MATERIALS**

- A. All materials, whether furnished by the Owner or Contractor, which do not conform to the requirements of the contract documents, or which are not equal to samples or other product data reviewed by the Consultant, or which are in any way unsatisfactory to the Owner or unsuited to the purpose for which they are intended, shall be rejected. 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 Owner, and the work shall be re-executed by the Contractor. The fact that the Consultant may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- B. Should the Contractor fail to remove rejected work or materials within (10) days after written notice to do so, the Owner may remove them and may store the materials.
- C. Correction of faulty work after final payment shall be in accordance with Section 10.22.

**7.06 MANUFACTURER'S DIRECTIONS**

Manufactured supplies, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

**7.07 PLANT MATERIAL DAMAGE**

The Contractor shall do all wound repair or pruning as necessary to ensure the protection of any damaged tree trunk or branch. The Consultant has the right to reject any plant that has been damaged beyond recovery for reasons of plant health or plant aesthetics.

**7.08 WARRANTY**

- A. A Contractor shall expressly warrant the workmanship, equipment and materials furnished to be in compliance with the terms of the contract documents. The said warranty shall extend for the period defined in the SPECIFICATIONS or as awarded in the case of ADD ALTERNATES. If any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct the said condition promptly after receipt of written notice from the Owner. Prior to commencement of the corrective work, the Contractor shall provide insurance certificate policies, in accordance to Section 8 herein. So as to protect the Owner, it's Consultant or agents during the performance of the warranty work. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the project is finally accepted by the Consultant.
- B. The Contractor's performance and payment bond delivered to the Owner pursuant to the contract shall cover the Contractor's obligations provided for herein.



**7.09 INDEMNITY**

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Owner, Owner's elected officials and employees, Consultant and the directors, officers, shareholders, employees and agents of any of the above mentioned parties (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract or (3) the act or omission of Contractor, a Subcontractor or any individual, partnership, joint venture or corporation (a) directly or indirectly employed by Contractor or a Subcontractor or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by the Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amount thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising from the use and occupation by Owner and its invitees of the building being renovated and expanded pursuant to the Contract or except those arising from the gross negligence of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of the Architect, their agents or employees, arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, design or Specifications or (2) the giving of or the failure to give directions or instructions by the Architect, their agents or employees provided such giving or failure to give is the provided such giving or failure to give is the primary cause of the injury or damage. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner, provided, that Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to Contractor, Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at accordance with this indemnification paragraph, Owner, at its option, and without relieving Contractor of its obligation hereunder, may so perform, but all costs and expense incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by law of the jurisdiction to which the interpretation of the Contract is subject.
- B. The obligations of Contract under this Section shall survive the expiration or termination of the Contract.
- C. In any and all claims against the Owner or the Consultant or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 8.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable or for the Contractor or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**7.10 PERFORMANCE AND PAYMENT BOND**

The Contractor shall, at the time of their execution of the agreement furnish a performance and payment bond as security for the faithful performance and payment of all their obligations under the contract. Such bonds shall be in a sum equal to the contract amount. The form of the bond shall be as the Owner may prescribe and with a surety company authorized to do business in the state where the work is located and which is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register.

**7.11 PATENTS, FEES AND ROYALTIES**

Contractor shall pay all license fees and royalties and assume all costs incidental to the use in the performance of the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the contract documents for use in the performance of the work and if to the actual knowledge of Owner or Consultant its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall

be disclosed by Owner in the contract documents. Contractor shall indemnify and hold harmless, the Owner and Consultant, and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### 7.12 PERMITS AND LICENSES

All permits and licenses necessary for the performance of the work shall be secured by the Contractor prior to the commencement of the work.

#### 7.13 LAWS, REGULATIONS AND SAFETY

- A. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the specifications or drawings are at variance therewith, he shall give Consultant prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Consultant, he shall bear all costs arising there from; however, it shall not be their primary responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- (1) all employees on the job and other persons who may be affected thereby;
  - (2) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
  - (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify Owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 8.6.2 (b) and (c) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and Consultant has issued a notice to Owner and Contractor that work is acceptable.
- D. The Contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents.
- E. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

#### 7.14 WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, colored lights and/or watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by colored signal lights which shall be kept in operation from sunset to sunrise.

#### 7.15 PUBLIC CONVENIENCE

The Contractor shall at all times conduct their work as to ensure the least possible obstruction to traffic and

inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed.

7.16 CROSSING UTILITIES, ETC

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7.17 SANITARY PROVISIONS

The Contractor shall provide and maintain such sanitary facilities for the use of their employees and those of their subcontractors as may be necessary to comply with the laws, rules or regulations of the Federal, State and local governments, or agencies or departments thereof.

7.18 PRESERVATION OF HISTORICAL OBJECTS

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

**PART 8. PROGRESS AND COMPLETION OF WORK**

8.01 NOTICE TO PROCEED

The date of commencement of the work is the date set forth in the notice to proceed. If there is no notice to proceed, commencement shall be the date of the contract or such other date as may be established therein. Thereupon, the Contractor shall begin and shall prosecute the work regularly and without interruption, unless otherwise directed in writing by the Owner, with such manpower and equipment as is necessary to complete the work within the time stated in the contract documents.

8.02 CONTRACT TIME

The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the contract documents.



**8.03 SCHEDULE OF COMPLETION**

The Contractor shall submit, at such time as may reasonably be requested by the Consultant, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The construction schedule shall be submitted for approval by the Consultant and Owner no later than 10 days after pre-construction conference.

**8.04 CHANGES IN THE WORK – CHANGE ORDERS**

- A. A change order is a written order to the Contractor signed by the Owner, issued after execution of the contract, authorizing a change in the work or an adjustment in the contract sum or contract time. A change order signed by the Contractor indicates their agreement therewith, including the adjustment in the contract sum or contract time.
- B. Without invalidating the contract, the Owner may, at any time or from time to time order additions, deletions or modifications in the work; these will be authorized by change orders. Upon receipt of a change order, Contractor shall proceed with the work involved. All such work shall be performed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made as provided in Section 10 if requested by either party.
- C. Additional work performed by the Contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in Section 5.14 and except as provided in Section 9.4.2.
- D. Minor Changes in the Work. Consultant may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a work order. If Contractor believes that any minor change or alteration authorized by Consultant entitled him to an increase in the contract price, he may make a claim therefore as provided in Section 10.
- E. Extra Work. New and unforeseen items of work found by Consultant or Owner to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall upon notice thereof to the Owner and not more than 20 days after discovery thereof be classed as extra work. The Contractor shall do such extra work and furnish such material as may be required for the proper completion or construction of the whole work contemplated upon written order from the Owner as approved by the Consultant. In the absence of such written order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications where applicable and work not covered by the specifications or special provisions shall be done in accordance with the best practice and in a workmanlike manner. Extra work required in any emergency to protect life and property shall be performed by the Contractor as required.
- F. Claims for Additional Cost. If the Contractor wishes to make a claim for an increase in the contract sum, he shall give the Owner and Consultant written notice thereof within 20 days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Section 5.14. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the contract sum, it shall be determined by the Consultant. Any change in the contract sum resulting from such claim shall be authorized by change order.
- G. Overrun of Unit Price Items. The Owner recognizes that the bid price is based on estimated quantity multiplied by unit price for each of the said quantities. The Owner also recognizes the contract calls for a final contract price, which are the actual quantities used on the project multiplied by the unit price bid for each specific bid item. The Owner limits herein the amount the Owner will pay for increases in the number of units applied to the project over and above the estimated number of units as set forth in the plans and specifications.

H. Unless a change order in writing is approved by the Owner or the Consultant in cases of change orders amounting to less than \$5,000.00 in value, the Owner will not pay for an increase in units of any bid item wherein the increase will do either or both of the following: exceeds by 10% or more the estimated number of units as set forth in the plans and specifications, or increases the estimated number of units so as to increase the estimated contract price by more than \$1,000.00.

I. Change orders under \$5,000.00 authorized by the Owner and Consultant to prevent delay to the project shall be submitted to the Owner at the next succeeding Owner meeting.)

**8.05 USE OF COMPLETED PORTIONS**

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. The Owner will seek to minimize the delay to the Contractor occasioned by the Owner's occupancy before acceptance.

**8.06 EXTENSION OF CONTRACT TIME**

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 Owner provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay.

**8.07 LIQUIDATED DAMAGES**

- A. Time is the essence of the contract. The Contractor therefore agrees that the Owner will be entitled to damages for failure on the part of the Contractor to complete the work within the time limits provided for in the contract documents.
- B. Should the Contractor neglect, refuse or otherwise fail to complete the project on or before the specified date, the amount of \$500 per day shall be deducted from any monies due or coming due to the Contractor or shall be paid to the Owner not as a penalty but as liquidated damages for each and every calendar day or portion thereof that the contract shall remain uncompleted after the specified date for completion, unless otherwise specified in the special provisions of the project specifications. Liquidated damages are specified herein because of the extreme difficulty of ascertaining and establishing the actual damages which the Owner would sustain.

**PART 9. MEASUREMENT AND PAYMENT**

**9.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT**

Except in cases where unit prices form the basis for payment under the contract documents, the Contractor shall, within ten (10) days of receipt of the contract documents, submit an itemized breakdown of the contract amount having the value, including an allowance for profit and overhead, assigned to each part of the work. Unless the breakdown of the contract amount is objected to by the Owner, it shall be used as the basis for all requests for payment.

**9.02 REQUEST FOR PAYMENT**

- A. The Contractor may submit periodically, but not more than once each month, at the end of the calendar month, a request for payment for work done and materials delivered and stored on the site. Payment for materials stored on the site will be conditioned on the following:
- (1) The Contractor shall submit evidence to establish the Owner's title to such materials.
  - (2) Acceptable provisions have been made for storage.
  - (3) The Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored material.

- B. Each request for payment shall be itemized and computed as to work completed on all items listed in the detailed breakdown of contract amount less 5% to be retained until 95% of final completion and acceptance of the work, and less previous payments. Where unit prices are specified, the request for payment shall be based on the quantities completed.
- C. After 95% of the work has been completed the Owner, pursuant to Minnesota Statutes, Section 429.041, Subd. 6, shall upon the request of the Contractor consider, after receiving the Consultant's recommendation, such portions of the retained price to be released as the Owner's governing body determines are not required to be retained to protect the Owner's interest in satisfactory completion of the contract.
- 9.03 CONSULTANT'S ACTION ON A REQUEST FOR PAYMENT**
- A. Within 10 days of submission of any request for payment by the Contractor, the Consultant shall:
- (1) Approve the request for payment as submitted and forward it to the Owner.
  - (2) Approve such other amount as he shall consider is due the Contractor informing the Contractor in writing of their reasons for approving the modified amount.
  - (3) Withhold the request for payment, informing the Contractor in writing of their reasons for withholding it.
- 9.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT**
- A. Within 20 days from the date of approval of a request for payment by the Consultant, the Owner shall:
- (1) Pay the request for payment as approved by the Consultant.
  - (2) Pay such other amount in accordance with Section 10.5 as he shall decide is due the Contractor, informing the Contractor and the Consultant in writing of its reasons for paying the modified amount.
  - (3) Withhold payment in accordance with Section 10.5 informing the Contractor and the Consultant in writing of its reasons for withholding payment.
- 9.05 OWNER'S RIGHT TO WITHHOLD PAYMENT**
- A. The Owner may withhold payment in whole or in part to the extent necessary to protect itself from loss on account of any of the following causes:
- (1) Violation of any of the terms of the contract documents.
  - (2) Defective work not remedied.
  - (3) (c) Reasonable evidence indicating potential filing of claims by other parties against the Contractor or Owner.
  - (4) Failure of the Contractor to make payments to subcontractors, material suppliers.
  - (5) Damage to the Owner or any other party.
- B. When any of the above grounds for which payment is being withheld is removed, payment shall be made for the amount withheld.
- 9.06 INTEREST ON UNPAID REQUESTS FOR PAYMENT**
- Should the Owner fail to pay an approved request for payment within 60 days from the date of approval by the Consultant, and should it fail to inform the Consultant and the Contractor in writing of its reasons for withholding payment, the Owner shall pay the Contractor interest on the unpaid amount of the request for payment pursuant to Minnesota Statutes Section 429.041, Subdivision 6.
- 9.07 PAYMENT FOR REJECTED WORK AND MATERIALS**
- Should the Owner direct the Contractor to not correct work that has been damaged or that has not been performed in accordance with the contract documents; an equitable deduction from the contract amount shall be made by means of a change order to compensate the Owner for the uncorrected work.



**9.08 PAYMENT FOR REJECTED WORK AND MATERIALS**

- A. The removal of work and materials rejected under Section 7.5 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other Contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.
- B. Removal of rejected work or materials and storage of materials by the Owner in accordance with Section 7.5 shall be paid by the Contractor within 30 days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal the Owner may, after ten (10) days from the giving of written notice to the Contractor of the Owner's intent to sell the materials, sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds there from after deducting all the costs and expenses that should have been borne by the Contractor.

**9.09 PAYMENT FOR INCREASED OR DECREASED QUANTITIES**

Whenever the quantity of any item of work as given in the proposal shall be increased or decreased payment for such item will be made on the basis of actual quantity completed, at the contract unit price for such item. No payment will be made for quantities placed without the prior written approval of the Owner.

The Owner reserves the right to increase or decrease, by 25% of the original contract quantity, any of the quantities shown. In the event the actual quantities differ more than 25% of the original contract quantity, an equitable revision of the unit price shall be made when requested by either the Owner or the Contractor. This 25% limit does not apply to items specifically excluded or listed as optional by the Owner, nor to minor contract items (items amounting to 10% or less of the total contract).

**9.10 PAYMENTS FOR EXTRA WORK**

Written notice of claims for payments for extra work shall be given by the Contractor within ten (10) days after receipt of a written order from the Owner to proceed with the extra work and also before any work is commenced by the Contractor, except in emergency situations endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's written order for extra work shall specify any extension of the contract time and one of the following methods of payments:

- A. Unit prices or combinations of unit prices which formed the basis of the original contract.
- B. A lump sum based on the Contractor's estimate, approved by the Consultant and accepted by the Owner.
- C. Actual cost plus overhead and profit as follows:
  - (1) The "actual cost" shall include labor, materials, and equipment necessary to complete the work as ordered by the Consultant.
  - (2) The Contractor shall be paid for all labor, and the foreman in direct charge, for every hour they are actually engaged in the force account work. An amount equal to 45% of the sum of the above labor wage items will be paid the Contractor as full compensation for Workmen's Compensation, Social Security, pension and retirement allowances, and insurance, or other regular payroll deductions.
  - (3) Equipment used, which has authorization by the Consultant, shall be paid for per the equipment rental rates in the Rental Rate Blue Book. The rates shall be paid for the actual time the equipment is in operation on the extra work items. Travel time to and from the job site will be allowed at rental rates when the equipment is moved under its own power. Where transportation is accomplished by other than its own power, the cost of the transport shall be paid for as approved by the Consultant. Equipment rates will have no percentages added to them for overhead or profit.
  - (4) Materials accepted by the Consultant and used, including transportation costs for delivery but exclusive of machinery rentals as set forth above, will be reimbursed to the Contractor for actual costs plus 15%.

**9.11 RESPONSIBILITY OF THE CONTRACTOR**

A. Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the contract documents or shall have all materials and services furnished and all the work performed at their expense. It shall be the Contractor's responsibility to pay for:

- (1) Replacement of survey bench marks, reference and stakes provided by the Owner under Paragraph 6.4.
- (2) Lands by Contractor provided in accordance with Paragraph 6.2.
- (3) Insurance obtained in accordance with Paragraphs 8.1 and 8.2.
- (4) Performance Bond obtained in accordance with 8.3.
- (5) Royalties required under Paragraph 8.4.
- (6) Permits and Licenses required of the Contractor and all subcontractors.

**9.12 PAYMENT FOR WORK SUSPENDED BY THE OWNER**

If the work or any part thereof shall be suspended by the Owner as provided in Section 5.7 and abandoned by the Contractor, the Contractor will then be entitled to payment for all work done on the portions so abandoned. No payment will be made for work deleted from the project which has not been started by the Contractor.

**9.13 PAYMENT FOR WORK BY THE OWNER**

The cost of the work performed by the Owner in taking possession of the work and equipment, tools and supplies in accordance with Section 5.9 and in correcting deficiencies as provided in Section 5.8 shall be paid by the Contractor.

**9.14 PAYMENT FOR WORK BY THE OWNER FOLLOWING OWNER'S TERMINATION OF THE CONTRACT**

Upon termination of the contract by the Owner pursuant to Section 5.9, no further payments shall be due the contract or until the work is completed by the Owner. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be approved in writing by the Consultant and certified in writing by the Owner.

**9.15 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR**

Upon suspension of the work or termination of the contract by the Contractor pursuant to Section 5.10 the Contractor shall recover payments from the Owner for the work performed, plus loss on plant and materials, plus a reasonable profit on work performed.

**9.16 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS**

Samples furnished in accordance with Section 4.9 shall be furnished by the Contractor at their expense. Testing of samples and materials furnished in accordance with Section 4.9 shall be arranged and paid for by the Owner, unless said tests fail, in which case they shall be paid for by the Contractor.

**9.17 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES**

At the termination of this contract, but before acceptance of the work by the Owner, the Contractor shall remove all of their equipment, tools and supplies from the work site. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them with the cost of such removal to be charged to the Contractor.

**9.18 CLEANING UP**

Contractor shall keep the work site free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish and debris from and about the work site as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

**9.19 EXAMINATION OF COMPLETED WORK**

If the Owner requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

**9.20 RELEASE OF LIENS**

Before any retained amounts are released or final payment is made, the Contractor shall submit with their application for payment to the Owner (1) an affidavit stating all payables, bills for materials and equipment and other indebtedness connected with the work for which the Owner or their property might in any way be responsible, have been paid or satisfied; and (2) consent of surety, if any, to final payment. If any subcontractor or material supplier refuses to furnish releases or receipts in full, Contractor may furnish a bond satisfactory to the Owner to indemnify him against such lien or claim.

**9.21 ACCEPTANCE AND FINAL PAYMENT**

- A. When the Contractor has completed the work in accordance with the terms of the contract documents, the Contractor shall request in writing final acceptance and the Consultant shall certify in writing their acceptance and their approval of the Contractor's final request for payment to the Owner, which shall be the contract amount plus all approved modifications, less all approved deductions and less previous payments made.
- B. The Owner shall accept the project within 60 days after receipt of the Contractor's request in writing or in the alternative notify the Contractor in writing the reasons why the project has not been accepted. The Owner's failure to respond within said 60-day period will be deemed to be acceptance of the project. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the project is finally accepted by the Rosemount Park and Recreation Board.
- C. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the performance bond, any legal rights of the Owner, required guarantees, and correction of faulty work after final payment under Section 10.22 and shall authorize payment of the Contractor's final request for payment.
- D. The Contractor must allow sufficient time between the time of completion of the work and approval of the final request for payment to allow the Consultant to assemble and check the necessary data.
- E. Before final payment is made, the Contractor shall make a satisfactory showing that he has paid the State and Federal income tax withheld from wages paid to the Contractor's employees for work performed under the contract.

**9.22 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT**

The approval of the final request for payment by the Consultant and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give written notice to the Contractor of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within such time as may be prescribed by law or by the terms of special warranties required by the contract documents. The Consultant shall decide all questions arising under this paragraph and all such decisions shall be subject to arbitration under Section 5.3.

**9.23 WAIVER OF CLAIMS**

A. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

- (1) Unsettled liens or claims;
- (2) Faulty or defective work; Or
- (3) Failure of the work to comply with the requirements of the contract documents or the terms of any warranties specified therein.
- (4) The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment.

**9.24 SEVERABILITY**

If any provision of this contract is found to not be valid or enforceable, it shall not affect the validity or enforceability of the remaining provisions of the contract.

**END OF SECTION**

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**SECTION 32 84 00**  
**UNDERGROUND IRRIGATION**

**PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- D. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- D. Scope of work: Furnish and install five separate underground irrigation system specified herein including: connection to water supplies for each individual park. Supply and install all Baseline control components as shown, piping, sleeves, valves, sprinkler heads, wiring, fittings etc., throughout site; including labor, materials, equipment, apparatus, and services for the testing, adjusting, retesting, and readjusting as required to place the system in an approved operating condition.
- E. Unless otherwise specified, the plans and specifications are intended to include everything obviously requisite and necessary for the proper installation and completion of the work whether each necessary item is mentioned herein or not.
- F. The plans and specifications are intended to be cooperative, and any item called for in one and not the other shall be as binding as if called for in both.
- G. Any Contractor field alterations to the plan, details, or specifications will not be approved by the Owner and/or Consultant.
- H. Submittals for substitutions must be submitted 14 days prior to bid for approval. All submittals must match the design parameters (flow rates, precipitation rates, control options, etc.) and design intent of the products shown in the drawings.
- I. The irrigation systems shall include the following:
1. Source Location – shown in design documents.
    - a. Lone Gardens – connect to 2" municipal, curb stop in place.
    - b. Sundance Woods – connect to existing irrigation system.
    - c. Elsie Stephens – Connect to existing well.
    - d. River Hills – connect to new well.
    - e. Hayden Hills – connect to new well.Contractor to verify locations/size (approximate location shown in design documents), quality and available flow characteristics as listed in design documents. Contractor to inform Owner's Representative of any perceived issues with source location.
  2. Moisture based; Decoder based Control System
    - a. Baseline BL-1000X & R board-based controllers with cellular modems
    - b. Baseline BL-5311B Soil Moisture Sensors
    - c. Flomac Ultrasonic flow sensor
    - d. Baseline decoders as required, single station decoders only.
    - e. Lightning Arrestor, BL-LA01 and grounding as required on two-wire path. All grounding to be connected to two-wire path with Paige pre-welded ground rod/plate with Paige 270RC re-enterable connector.
  3. Piping
  4. Sprinkler heads
  5. Valves and Valve boxes
  6. Control wiring & Grounding.
  7. Fittings
  8. Electrical connections



- 9. All other necessary accessories
- 10. System Manuals
- 11. Instructional walk-through with Owner
- J. Limits of work: Area within project limits as delineated on the irrigation plan.
- K. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division ? and Division ??

### 1.03 QUALITY ASSURANCE

- A. Irrigation contractor must be able to provide "Verifiable Documentation" that they have the technical qualifications, experience, trained personnel, and facilities to perform the specified work. Experience with Baseline advanced control systems and a minimum of 5 projects within the last 3 years. Have been engaged in sprinkler installation, of systems of comparable size and scope for a minimum of five years. Contractor must submit, along with bid, a list of five projects/contacts of Baseline control and similar scope completed within the last three years.
- B. Quality Control Criteria:
  - 1. Provide irrigation products as described in this specification and according to manufacturer's specifications.
  - 2. The contractor shall always have on site during construction a designated individual who holds Baseline Basics Online training certificate. No work shall be done on site when the authorized individual is not on site.
  - 3. Contractor shall hold current Certified Irrigation Contractor as issued by the Irrigation Association.
  - 4. As a prerequisite of qualification to bid, the irrigation construction company shall provide verifiable documentation that such person and company is licensed by the Minnesota State Board of Electricity as a Technology Systems Contractor and that company employs not less than one Power Limited Technician and that such licenses are considered "in good standing" by the Minnesota State Board of Electricity. "Verifiable Documentation" shall include but not be limited to submission of copies of Technology System Contractor and Power Limited Technician credentials and proof of insurance.
  - 5. Comply with requirements of the State of installation for prevention of backflow and back-siphonage.
  - 6. Comply with requirements of the State of installation for plumbing and other regulations affecting site irrigation.
  - 7. Comply with National Plumbing Code, National Electric Code, and all other applicable city or state codes.

### 1.04 SUBMITTALS

- A. General: Submit the following according to the Conditions of the Contract and Division 1 Specification Sections.
- B. Submit manufacturer's literature, technical data, and recommendations for the system as specified including:
  - 1. Current Baseline Basics Online Training Certificate
  - 2. Current CIC Certificate
  - 3. Current Power Limited Technician Certificate
  - 4. Pipe
  - 5. Fittings
  - 6. Valves
  - 7. Controller/Flow Sensor/Pressure transducer
  - 8. Backflow preventer – only as required by local code.
  - 9. Enclosures
  - 10. Wiring & Grounding
  - 11. Valve boxes

- C. Closeout Submittals - Submit the following:
  - 1. As-built drawings: Following construction of system, submit two (2) reproducible hard-line sets of as-built drawings and an electronic copy (AutoCAD release 2018 or newer).
  - 2. Baseline controller complete setup including but not limited to.
    - a. Programs for turf, landscape, and annuals
    - b. Flows learned and verified for each zone.
    - c. Moisture Sensors setup and verified.
    - d. Zone Information including - type, decoder information and location descriptions.
    - e. Irrigation system Mapping setup in BaseManager
    - f. Grounding/Lightening Arrestors locations and field readings at all locations.
- D. Submit color-coded As-Built drawing of controller chart including zone descriptions, locations, decoder serial numbers and suggested run times.

#### 1.05 JOB CONDITIONS

- A. The contractor shall carefully examine the work site, local conditions, specifications and plot plan for any existing conditions and limitations that may apply to the work. Submission of a proposal shall be considered evidence that an examination has been conducted and that any questions and/or concerns have been satisfied.
- B. Utilities: Determine location of utilities and perform work in a manner which will avoid possible damage. When necessary, the Contractor shall make any minor adjustments in location or alignment of the new work. Hand excavate as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned. Contact Owner if potential conflicts are apparent.

#### 1.06 SEQUENCING AND SCHEDULING

- A. Schedule and coordinate to facilitate the most expeditious completion of the project in an efficient manner. Work with the General Roadway contractor to determine appropriate timing for installation along various roadways and medians. Work with the separate landscaping contractor for timing for placement of the drip irrigation lines in the medians to coincide with plant material placement.
- B. Consult all other relevant specification sections to determine the extent of work specified elsewhere but related to that included herein.
- C. Schedule and coordinate all required irrigation utility connections with other project trades and/or utility companies.
- D. Obtain information pertaining to location of all proposed lines and accessories prior to irrigation installation.
- E. Contractor shall assume responsibility for locating all site utilities and perform work in a manner to avoid damage.

#### 1.07 PROTECTION OF EXISTING CONDITIONS

- A. Any existing structures, equipment, utilities, pavement, landscaping, etc., damaged by Contractor during the course of the work including any subsequent damage caused by leakage or settling of piping shall be restored at Contractor's expense.

#### 1.08 HANDLING

- A. Deliver irrigation system components in manufacturer's original undamaged and unopened containers with labels intact and legible.
- B. Deliver plastic piping in bundles, packed to provide adequate protection of pipe ends, both threaded and plain. Pipe and accessories shall be handled in such manner as to ensure delivery to the trench in sound, undamaged condition. Before installation, the pipe shall be inspected for defects. The interior of pipe and accessories shall be thoroughly cleaned of foreign matter before

being lowered into the trench and shall be kept clean during laying operations by plugging or other approved method.

- C. Store and handle materials to prevent damage and deterioration.
- D. Provide secure, locked storage for valves, sprinkler heads, and similar components that cannot be immediately replaced to prevent installation delays.
- E. Manufacturer's Specifications: The latest printed specifications of approved manufacturer of materials shall become part of these specifications.

#### 1.09 EXTRA MATERIALS

- A. Provide extra materials as follows:
  - 1. Six extra sprinkler heads of each type and size.
  - 2. Six wrenches for each type of head.

### PART 2 PRODUCTS

#### 2.01 MAIN LINE

- A. Piping on pressure side of irrigation control valves:
  - 1. HDPE 4710 DR11 conforms to ASTM standards.
  - 2. PVC SDR21 Class 200 as deduct option. Gasketed pipe 4" and above.

#### 2.02 LATERALS

- A. Piping on non-pressure side of irrigation control valves:
  - 1. Polyvinyl chloride (PVC) 1120-1220, SDR 21 Class 200, and conform to ASTM standards D2241-05 & D2672 or latest revision. Materials shall conform to all requirements of D1784, or latest revision.
  - 2. 1 1/4" and smaller pipe may also be flexible non-toxic polyethylene pipe made for 100% virgin material meeting N.S.F. (National Sanitation Foundation) standard #14 for use in pressure potable water applications, for 800 design stress. All sizes shall have a minimum 100 P.S.I. working pressure rating. All polyethylene pipes shall be continuously and permanently marked with the manufacturer's name, material, size, and schedule. Pipe shall conform to A.S.T.M., D2239, and D1248 (3C5PE34) or latest revision.

#### 2.03 FITTINGS

- A. Solvent welded socket fittings conforming to ASTM D 2467 (Schedule 80 PVC) and ASTM D 2466 (Schedule 40 PVC). Threaded type fittings shall conform to ASTM D 2464 (Schedule 80 PVC). Solvent cement shall conform to ASTM D 2564. Swing Joints for all rotary/gear driven sprinkler heads shall be minimum schedule 40, as manufactured by Dura or approved equal. Burst strength of fittings shall equal or exceed that of the pipe on which they are installed.
- B. HDPE – all fittings shall be fusion welded. Fusion welded saddles are acceptable. No mechanical connectors will be acceptable.

#### 2.04 SPRINKLER HEADS

- A. Sprinkler heads shall as shown in design documents.
- B. Pop-Up Rotor Heads: Hunter I-20, I-25, and I40-ON. Nozzles and arcs as shown on design documents.
- C. Pop-Up Spray Heads: Hunter PRS30-04-CV & MP-PRS40-04-CV in Turf. Matched Precipitation Nozzles - arcs as shown on design documents. Sprinkler case shall be of heavy-duty plastic construction with plastic or rubber cover, extra strong spring. Match the precipitation rates



between full circle and part circle heads when valved together in the same zone. Nozzles shall be interchangeable.

- D. Adjustable nozzles are acceptable only in "odd" angle applications.

## 2.05 CONTROL VALVES

- A. Remote control valves shall be Hunter ICV Series. Valves shall have Heavy-duty solenoid, High grade construction, and Manual bleed, Flow control with non-rising handle, rigid diaphragm support, Single piece diaphragm, Globe and angle configurations, Captive bonnet bolts and solenoid plunger.

## 2.06 CONTROLLER

- A. Control system - Baseline 1000X with R board for existing sites.
  - 1. Controller shall be an outdoor painted aluminum or stainless-steel wall mount controller.
  - 2. OptConnect Modem – Contractor responsible for any/all antenna options to get strong signal for communications.
  - 3. Moisture Sensors - located in design documents.
  - 4. Tipping Rain Can
- B. Mount the controller in such a way as to simplify the programming/visibility of the controller (see detail). Contractor to ensure controllers and wire path are grounded to 10 OHM or less. Verify the exact location with the Owner and/or Consultant while still adhering to the manufacturer's recommendations.

## 2.07 QUICK-COUPLING VALVES

- A. Provide quick coupling valves as shown in design documents or match existing.
- B. Provide four (3) valve keys fitted with 1" swivel hose connection.
- C. Quick Coupling Equipment:
  - 1. Valves: One-piece body constructed from heavy-duty cast bronze with a 1" FIP riser connection.
  - 2. Quick Couplers: Single lug coupler of heavy cast bronze and detachable handle.
  - 3. Swivel Hose ELL: Heavy cast bronze, connected to quick couplers for hose connection. Hose ends shall be 1" FIPX 1" Male Hose Threads.
  - 4. Each quick coupler should be installed in a valve box by Carson (or approved equal) and packed with pea gravel, 4" in depth.

## 2.08 VALVE BOXES

- A. Provide box and cover, with open bottom and openings for piping; designed for installing flush with grade. Include size as required for valves and service. The box shall be of plastic construction with UV protection. Boxes shall be vandal resistant including lockable lid. Permanently label valve box cover with zone number. Box and lid assembly color shall be green color.
- B. All valves shall be installed in a 12" rectangular valve box - 1 valve per valve box.
- C. All drip valve assemblies shall be contained in 12" minimum rectangular box, one valve per valve box.
- D. Accepted manufacturers: Dura.
- E. Decoders shall be secured to lip of valve box.
- F. All valve boxes shall be permanently labeled with brass/stainless tag indicating zone number and/or equipment enclosed.

**2.09 CONTROL WIRE**

- A. Electrical control wires shall be jacketed, minimum of #14-gauge wire - #12 gauge on any run over 2000 feet.
- B. Run an additional two-wire path with pond supply main line consisting of a jacketed and twisted pair of #14-gauge wire, as manufactured by Paige.
- C. Provide separate wire path, distinct color, for each controller.
- D. The wire path shall be grounded, to 10 ohm or less, and at a maximum of 500-foot intervals. Grounding shall also be installed at the end of all cable runs.
- E. Future wire jackets, if specified, shall be a distinct color than initial "field" wires.
- F. Provide a minimum of 3' loops for ease of connection at valves and six to ten feet extra at controller location.

**2.10 BACKFLOW PREVENTER**

- A. RP type. Vacuum Breaker type only if allowed by local code.

**2.11 TIPPING RAIN CAN**

- A. Sensor shall be capable of rain/freeze shut off. The device shall be mounted in a location unobstructed by walls, trees, or other hindrances (so as not to be vandalized). Coordinate final field placement with Owner's Representative.

**2.12 MANUAL VALVES**

- A. Manual valves shall be bronze gate type. Manual valves shall be sized according to the line size they are being installed on.
- B. Manual valve location(s) - refer to plan.
- C. Manual valves shall be "push-on" type with joint restraints 3" and larger.

**2.13 REMOTE CONTROL**

- A. BaseManager and Baseline Mobile Access shall provide remote control and monitoring of the irrigation system. Contractor to verify operation over the entire site and make any adjustments necessary to ensure uninterrupted coverage of site.
- B. Contractor to setup and pay for 3 years of BaseManager/Modem activation and service.

**PART 3 EXECUTION****3.01 PERMITS, LICENSES AND CERTIFICATES**

- A. The Contractor shall procure all permits and licenses, except as otherwise indicated, pay all charges and fees, and give all notices necessary and incident to the proper and lawful prosecution of the work.
- B. He shall also obtain and supply the Owner all certificates required to show that the work has been performed in accordance with the building, plumbing, other authorities, the Board of Fire Underwriter's, or such other like bodies, as the specifications may require directly or by implication.
- C. When the work performed affects the property of facilities of public utility or other corporations or of private persons, he shall obtain and supply from such corporations or person if required, statements that the work has been performed satisfactorily as far as their interests are affected and that all claims therefore have been settled by the Contractor.



### 3.02 RIGHTS OF WAY

- A. The Contractor shall acquire the necessary right of way or lawful authority that may be necessary for approved crossings or occupation of any roads, street, or alleys upon which the contract work will be done.

### 3.03 UNDERGROUND STRUCTURE

- A. The Contractor shall be responsible for all necessary information regarding the exact location of existing underground structures and utilities and shall mark their location, at the site.
- B. The Contractor shall be liable for the damages to and the cost of repairing or replacing any buried conduit, cables or piping encountered during the installation of the work, unless they were not marked, or the Contractor was not previously informed of such underground utilities. If the Contractor is aware of such utilities, he shall immediately have the incurred damages repaired at his own expense. Conversely, the Owner shall be liable for the cost of repairing any of those existing utilities of which the Contractor had not been previously informed.

### 3.04 EXCAVATING AND TRENCHING

- A. Perform excavations as required for installation of work. Restore all surfaces, existing underground installations, etc., damaged or cut because of the excavations, to their original condition.
- B. Dig trenches wide enough to allow a minimum 6" between parallel pipelines. Trench sufficient depth to provide minimum cover (18" for all main lines and 12" for all laterals) as measured from finish grade as shown on drawings.

### 3.05 SLEEVING

- A. Install PVC, see plan for type, sleeves where any control wire and/or pipe pass through or under walls.
- B. Install PVC, see plan for type, sleeves for control wiring and pipe under walks and paving.
- C. Main line shall be placed in PVC, see plan for type, sleeving that is a minimum of two sizes larger than pipe contained. Lateral line sleeving shall be a minimum of two pipe sizes larger than pipe contained.
- D. Sleeves to be provided and extend a minimum of 12" beyond edges of walls, walks, and paving.
- E. Mark the sleeve ends with an iron post.
- F. Place wires in separate sleeve (1 ½" minimum).
- G. Coordinate sleeve installation with other trades as required.

### 3.06 PIPE INSTALLATION

- A. Install pipe in accordance with manufacturer's instructions.
  - 1. Solvent-weld PVC pipe and fittings, using primer, solvents, and methods recommended by manufacturer, except where screw connections are required. Clean pipe and fittings of dirt and moisture before assembly. Snake pipe from side to side of trench bottom to allow for expansion and contraction. Make all connections between PVC pipe and metal valves or pipe with threaded fittings using PVC male adapters.
  - 2. Use Teflon tape only on threaded joints, plastic to plastic and/or plastic to metal. Assemble threaded PVC fittings finger-tight plus one to two turns - no more.
- B. Install thrust blocks on main lines (larger than 3") at locations that make a change of direction.
- C. Avoid following piping layout situations:
  - 1. Avoid piping layout along sides of structures.
  - 2. Avoid odd angles in piping layout.
  - 3. Avoid unbalanced friction losses.
  - 4. Avoid high friction losses.

5. Avoid excessive trenching.

### 3.07 SPRINKLER HEADS

- A. Location of Sprinkler Heads: Sprinkler heads adjacent to back-of-curbs shall be located 6" off curb edge and ½" below top of curb to prevent damage to head. Contractor is responsible for 100% radius (head-to-head) overlap coverage. When possible, locate sprinkler heads so that trees are halfway between the heads. Sprinkler heads and quick coupling valves shall be installed perpendicular to grade and level with terrain, unless otherwise indicated. Do not spray buildings or sidewalks.
- B. All risers to heads shall be constructed to permit height adjustment of head.
- C. Adjustable nozzles are acceptable only in "odd angle" situations. Fixed arc nozzles are required on all other heads.

### 3.08 ZONE VALVES

- A. Remote Control Valves: Install control valves in valve boxes where shown and group together where practical. Place no closer than 12" to walk edges, buildings, and walls. Set valve boxes flush with finish grade.
- B. Male adapters are NOT permissible - Utilize tee nipples when installing valves or equipment with threaded fittings.
- C. 1", 1 ½", 2" valves shall be placed in separate 12" rectangular valve boxes. Quick couplers may be placed in 10" round.
- D. Valve boxes shall have crushed gravel base, hardware cloth, and landscape fabric to minimize rodent/insect intrusion.
- E. Drip valve assemblies shall be placed in a 12" rectangular valve box - one valve per valve box.

### 3.09 CONTROLLERS

- A. Install per local code and manufacturer's instructions.
- B. Connect remote control valves to controller in clockwise sequence to correspond with station setting beginning with Stations 1, 2, 3, etc.
- C. Affix a non-fading copy of irrigation diagram to cabinet door. Irrigation diagram is to be sealed between two sheets of 20mm laminate. Irrigation diagram shall be a copy of the as-built drawing and shall show clearly all valves operated by the controller, showing station number, valve size, and type of turf/planting irrigated.
- D. Exact field location of controllers to be verified before installation. Coordinate the electrical service to these locations.

### 3.10 CONTROL WIRING

- A. Install control wires with sprinkler mains and laterals in common trenches wherever possible. Lie to the side of pipeline and tie wires in bundles at 10' intervals and allow slack for contraction between ties.
- B. Provide a minimum of 3' of looped extra ground and control wire at each valve. Snake wires in trench to allow for contraction of wires.
- C. Control wire splices at remote control valves to be sealed with a Direct Burial Splice Kit - 3M DBY-6/DBR-6. Secure splice kits in an "up-right" orientation in valve box. Ensure that splice sealant completely blocks the path to wire nut inside of splice.
- D. Utilize GB liquid electrical tape to twisted wires prior to placing wire nut and splice kit.

### 3.11 VALVE BOXES

- A. All valve boxes shall be supported in the ground by using paver style bricks in every corner or side.
- B. See valve box detail on plan for installation directions.
- C. Provide sufficient clearance (minimum 4") between valve box cover and the automatic valve, to prevent damage if the valve box is driven over.
- D. Wood supports of any kind are not allowed.
- E. All valve boxes shall be permanently "branded", 3" minimum label size, indicating zone number and/or equipment enclosed.

### 3.12 IMPROPERLY OPERATING OR LOCATED EQUIPMENT

- A. Any equipment which fails to operate properly and/or is located incorrectly shall be promptly corrected or relocated at the Contractor's expense. If the Contractor wishes to make any field changes, he must receive written permission from both the Owner and Consultant.

### 3.13 THRUST BLOCKS

- A. Provide thrust blocks at all changes in size or direction of mainline piping (3" and larger unless otherwise specified). Elbows, reducers, plugs, and the opposite side of tee branches all require thrust blocks. Concrete thrust blocks are constructed by pouring concrete between the fitting and the undisturbed bearing wall of the trench.

### 3.14 FLUSHING AND TESTING

- A. Cap or plug all openings as soon as lines have been installed to prevent entrance of materials that would obstruct the pipe. Leave in place until removal is necessary for completion of installation.
- B. Thoroughly flush out all water lines before installing heads, valves, and other hydrants.
- C. Testing: All instruments, equipment, facilities, and labor required to conduct the tests shall be provided by Contractor. Piping shall be tested hydrostatically before backfilling and proved tight at a hydrostatic pressure of 100 psi without pumping for a period of one hour with an allowable pressure drop of 5 psi. If hydrostatic pressure cannot be held, Contractor shall adjust or replacements, and the tests repeated until satisfactory results are achieved and accepted by the Owner.
- D. Upon satisfactory completion of testing, complete assembly and adjust all heads for proper arc and radius.

### 3.15 BACKFILL AND COMPACTING

- A. After system is operating and required tests and inspections have been made, backfill excavations and trenches with clean soil, free of rubbish.
- B. Backfill for all trenches, regardless of the type of pipe covered, shall be compacted to a minimum of 95% density under pavements, 85% under planted areas.
- C. Compact trenches in areas to be planted by thoroughly flooding the backfill. Jetting process may be used in those areas.
- D. Dress off all areas to finish grade.

### 3.16 CLEANUP

- A. Keep areas of work clean, neat, and orderly at all times. Keep paved areas clean during installation. Clean up and remove debris from the entire work areas prior to final acceptance.



- B. Protect irrigation system and materials from damage due to performance of work, operations by other contractors, trades, and trespassers. Maintain protection during installation and testing period.
- C. The Contractor shall be responsible for all damage caused by his operations to trees, turf, shrubs, curbs, paving, structures, utilities, etc., on the site or adjacent to the site of the work and shall repair, replace, or otherwise make good any damage caused by their work.

### 3.17 WINTERIZATION AND SPRING START-UP OF IRRIGATION SYSTEM

- A. The contractor shall prepare the entire irrigation system for one winter by removing all water within the mainline and lateral piping. Water shall be diverted so as not erode existing landscaping or final grades. If damage does occur, the contractor shall make repairs to the owner's satisfaction at no additional cost.
- B. The contractor shall provide winterizations and Spring Start-up, through spring of 2026, of all of the irrigation systems by filling the mainline and lateral piping with water and operate all control valves with the automatic controller. The contractor shall also set the controller timing for spring irrigation.
- C. During Wintering and Spring Start-up the contractor shall contact the owner and current landscape maintenance provider responsible for the project site and educate them to the operations of the system. Also, the contractor shall provide a written copy to the owner of the irrigation timing required for establishing plants during late spring, summer and fall schedules.
- D. The contractor shall coordinate and assemble a written instruction manual that indicates step by step the winterizing and start-up operations. The instructions shall be included in the O & M manuals.

## PART 4 ACCEPTANCE

### 4.01 ACCEPTANCE

- A. Demonstrate operation of all irrigation zones for the Owner and/or Consultant, a current As-Built is to be provided to the Owner/Consultant for purposes of the walk-thru. All irrigated areas are to have 100% coverage. Contractor shall add additional heads, as necessary, at no cost to the Owner. Adjust all heads as required for proper operation, alignment, elevation, radius, and arc.
- B. A field training course shall be provided for designated operating and maintenance staff members. Training shall be provided for a total period of up to 16 hours of normal working time and shall start after the central control system, weather station and field components of the irrigation system are functionally complete and major adjustments to controller, due to establishment of materials, is substantially complete. Field training shall cover all items contained in the operating and maintenance manuals.
- C. The Contractor will provide on-site consultation with the Owner's operating personnel for a period of 6 months, not to exceed 8 hours per month, at no cost to the Owner. This consultation will be provided at the Owner's request.
- D. All future visits required by the Irrigation Consultant, after the initial punch list, will be charged to the irrigation contractor.

### 4.02 GUARANTEE

- A. The entire sprinkler system will be unconditionally guaranteed against defects in material and workmanship, including settling of backfilled areas below grade and adjusting heads to proper level through spring 2026.
- B. In addition to minor adjustments, any defective electrical controls, valves, sprinkler heads or other working parts will be repaired or replaced without cost to the Owner throughout the warranty period.
- C. Damage by others during the one-year guarantee period will be the Owner's responsibility.

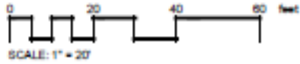
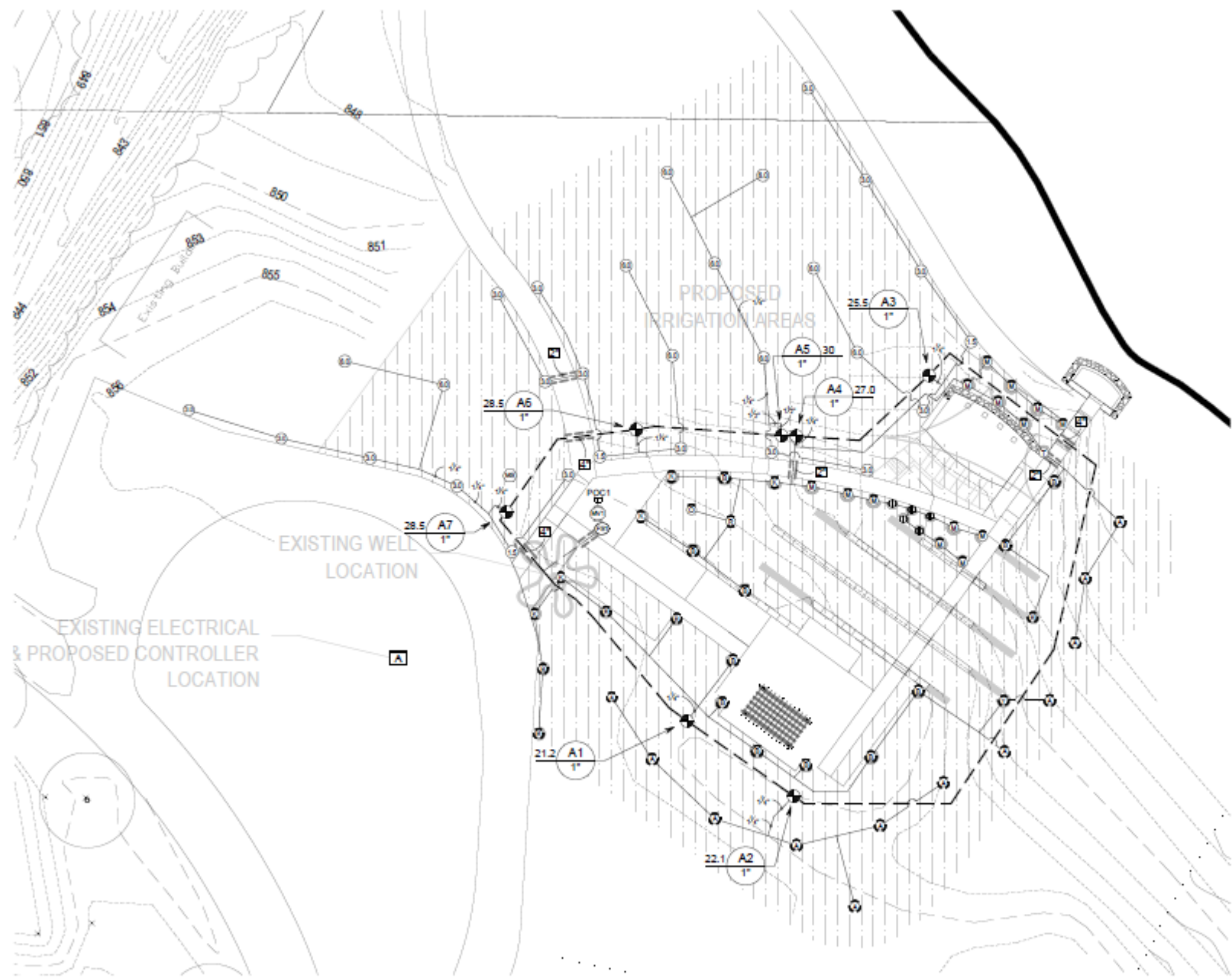
**4.03 RECORD INFORMATION**


- A. Furnish record drawings of the complete irrigation system.
- B. Record Drawings and Controller Chart:
  - 1. Provide a complete set of up to date as built drawings, and an electronic copy (AutoCAD release 2018 or newer).
  - 2. Prepare a controller chart showing:
    - a. Location of all sections, valves, lateral lines, and routes of control wires.
    - b. Identify all valves as to size, station, number, and type of irrigation.
    - c. Provide chart as a black line print with a distinct color used to show area of coverage for each station.
    - d. Locate chart inside controller door. Seal chart between two pieces of plastic.
  - 3. Provide suggested irrigation schedule at time of acceptance.
  - 4. Complete chart and receive approval prior to final inspection of irrigation system.

**END OF SECTION**



























City of Dayton Parks Irrigation Project Cost Estimate   9-5-2024				
ITEM	UNIT	QTY	BID \$	TOTAL COST
<b>Ione Gardens Neighborhood Park Irrigation</b>	LS	1		\$ 80,070.00
<i>New municipal connection from existing curb stop</i>				
<i>Include costs to get power for controller from adjacent sites transformer to enclosure/controller location</i>				
<b>Sundance Woods Neighborhood Park Irrigation</b>	LS	1		\$ 62,014.50
<i>Connect to existing irrigation system</i>				
<i>Size new controller to accommodate existing zones</i>				
<b>Elsie Stephens Memorial Park Irrigation</b>	LS	1		\$ 33,415.50
<i>Connect to existing well</i>				
<i>Locate controller on wood panel (outlet available) at location shown</i>				
<b>River Hills Neighborhood Park Irrigation</b>	LS	1		\$ 46,102.00
<i>Connect to new well - timing to be determined</i>				
<b>Hayden Hills Neighborhood Park Irrigation</b>	LS	1		\$ 131,796.50
<i>Connect to new well - timing to be determined</i>				
<b>ALL Parks</b>				
<i>Supply and install all new irrigation equipment, master valve, flow sensor, and connection associated equipment as shown on plans &amp; details</i>				
<i>Provide and install new Baseline 1000X Decoder Controller at new sites, Baseline 1000R for existing systems. On existing systems connect existing zones to R board and run two-wire path to all new zones. Provide OptConnect cellular modem - for Baseline controller, Contractor to supply cell modem service for 5 years and BaseManager service for 2 years.</i>				
<i>Provide and install new main line &amp; two-wire path to all new zones based on irrigation design layout. Install single station decoders as required, moisture sensors, and surge suppressors/grounding as shown.</i>				
<i>Install new valves, lateral lines, heads as shown in design documents</i>				
<i>Refer to irrigation design plans, specs, and details for additional information</i>				
<b>BASE BID PROJECT TOTAL</b>				\$ 353,398.50



PROJECT	DAYTON, MN		
	Dayton Parks - Irrigation Projects		
	IR-1		
DATE: 07.30.24	PROJECT# 070124	DESIGNED BY: JWR	IRRIGATION LAYOUT - Elsie Stephens
SCALE: VARIES	DATE: 07.30.24	CHECKED BY: JWR	
DATE: 07.30.24	SCALE: VARIES	DESIGNED BY: JWR	

IRRIGATION SCHEDULE ELSIE STEPHENS

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER MP CORNER PROS-04-PR530-CV TURF ROTATOR, 4IN. POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 30 PSI, MP ROTATOR NOZZLE. T-TURQUOISE ADJ ARC 45-105 ON PR530 BODY.
	HUNTER MP1000 PROS-04-PR530-CV TURF ROTATOR, 4IN. POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 30 PSI, MP ROTATOR NOZZLE ON PR530 BODY. M-MAROON ADJ ARC 90 TO 210, L-LIGHT BLUE 210 TO 270 ARC, G-OLIVE 360 ARC.
	HUNTER MP2000 PROS-04-PR530-CV TURF ROTATOR, 4IN. POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 30 PSI, MP ROTATOR NOZZLE ON PR530 BODY. B-BLUE ADJ ARC 90-210, G-GREEN ADJ ARC 210-270, R-RED 360 ARC.
	HUNTER MP3000 PROS-04-PR530-CV TURF ROTATOR, 4IN. POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 30 PSI, MP ROTATOR NOZZLE ON PR530 BODY. B-BLUE ADJ ARC 90-210, Y-YELLOW ADJ ARC 210-270, A-GRAY 360 ARC.
	HUNTER MP600SR PROS-04-PR530-CV TURF ROTATOR, 4IN. POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 30 PSI, MP ROTATOR NOZZLE ON PR530 BODY. ADJ-ORANGE AND GRAY (ARC 90-210), 360-LIME GREEN AND GRAY (ARC 360)
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER 520-04-SS 1.5 TURF ROTOR, 4IN. POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.
	HUNTER 520-04-SS 3.0 TURF ROTOR, 4IN. POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.
	HUNTER 520-04-SS 6.0 TURF ROTOR, 4IN. POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER ICV-G 1" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET. FOR COMMERCIAL/MUNICIPAL USE WITH BASELINE BICODER TWO-WIRE DECODER
	HUNTER ICV-G 2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET. FOR COMMERCIAL/MUNICIPAL USE WITH BASELINE BICODER TWO-WIRE DECODER
	BASLINE BL-1000X TWO-WIRE CONTROLLER IN LARGE 16 GAUGE POWDER-COATED WALL MOUNT CABINET, BASE MODEL 50 STATIONS, EXPANDABLE TO 75 OR 100 STATIONS.
	BASLINE BL-5315B INCLUDES COMMERCIAL BSENSOR WITH INSTALLATION GUIDE, SOFT. CONNECTION WIRES PLUS DBVY-6 CONNECTORS (TWO-WIRE SIDE ONLY) AND WIRE NUTS.
	BADGER ULTRASONIC FLOW SENSOR WITH BASELINE BICODER TWO-WIRE DECODER
	POINT OF CONNECTION ELSIE STEPHENS - EXISTING WELL
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1"
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1 1/4"
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1 1/2"
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 2"
	PIPE SLEEVE: PVC SCHEDULE 40 2"
	PIPE SLEEVE: PVC SCHEDULE 40 4"
	Valve Control
	Valve Number
	Valve Flow
	Valve Box

CRITICAL ANALYSIS

Generated:	2024-06-21 20:01
P.O.C. NUMBER: 01	
Water Source Information:	Elsie Stephens - Existing Well
FLOW AVAILABLE	
Custom Max Flow:	30 GPM
Flow Available:	30 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	60 PSI
Pressure Available:	60 PSI
DESIGN ANALYSIS	
Maximum Station Flow:	30 GPM
Flow Available at POC:	30 GPM
Residual Flow Available:	0 GPM
Critical Station:	A5
Design Pressure:	45 PSI
Friction Loss:	1.31 PSI
Fittings Loss:	0.13 PSI
Elevation Loss:	0 PSI
Loss through Valve:	9 PSI
Pressure Req. at Critical Station:	55.4 PSI
Loss for Fittings:	0.05 PSI
Loss for Main Line:	0.54 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Loss for Master Valve:	0.8 PSI
Critical Station Pressure at POC:	56.8 PSI
Pressure Available:	60 PSI
Residual Pressure Available:	3.16 PSI

VALVE SCHEDULE ELSIE STEPHENS

NUMBER	MODEL	SIZE	TYPE	GPM	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP
A1	HUNTER ICV-G	1"	TURF ROTARY	21.21	30	2.12	3.73	35.9	35.8	0.28 in/h
A2	HUNTER ICV-G	1"	TURF ROTARY	22.05	30	0.77	4.23	35.0	35.1	0.22 in/h
A3	HUNTER ICV-G	1"	TURF ROTOR	25.5	45	1.18	5.3	52.5	53.7	0.53 in/h
A4	HUNTER ICV-G	1"	TURF ROTARY	25.95	30	3.86	7.17	41.0	42.3	0.41 in/h
A5	HUNTER ICV-G	1"	TURF ROTOR	30	45	1.44	9	55.4	55.8	0.53 in/h
A6	HUNTER ICV-G	1"	TURF ROTOR	25.5	45	1.4	8.1	54.5	55.5	0.54 in/h
A7	HUNTER ICV-G	1"	TURF ROTOR	25.5	45	1.43	8.1	54.5	55.5	0.59 in/h

WATERING SCHEDULE ELSIE STEPHENS

NUMBER	MODEL	TYPE	PRECIP	IN/WEEK	MIN/WEEK	GAL/WEEK	GAL/DAY
A1	HUNTER ICV-G	TURF ROTARY	0.28 in/h	1.5	325	6,894	1,379
A2	HUNTER ICV-G	TURF ROTARY	0.22 in/h	1.5	406	8,952	1,790
A3	HUNTER ICV-G	TURF ROTOR	0.53 in/h	1.5	144	3,572	734
A4	HUNTER ICV-G	TURF ROTARY	0.41 in/h	1.5	218	5,575	1,175
A5	HUNTER ICV-G	TURF ROTOR	0.53 in/h	1.5	143	4,290	858
A6	HUNTER ICV-G	TURF ROTOR	0.54 in/h	1.5	140	3,990	798
A7	HUNTER ICV-G	TURF ROTOR	0.59 in/h	1.5	132	3,752	752
TOTALS:					1,508	37,436	7,487

DAYTON, MN

MLC

IRRIGATION CONSULTANTS

2024-06-21 20:01

PROJECT TITLE: IRRIGATION LAYOUT - Elsie Stephens

PROJECT NUMBER: IR-2

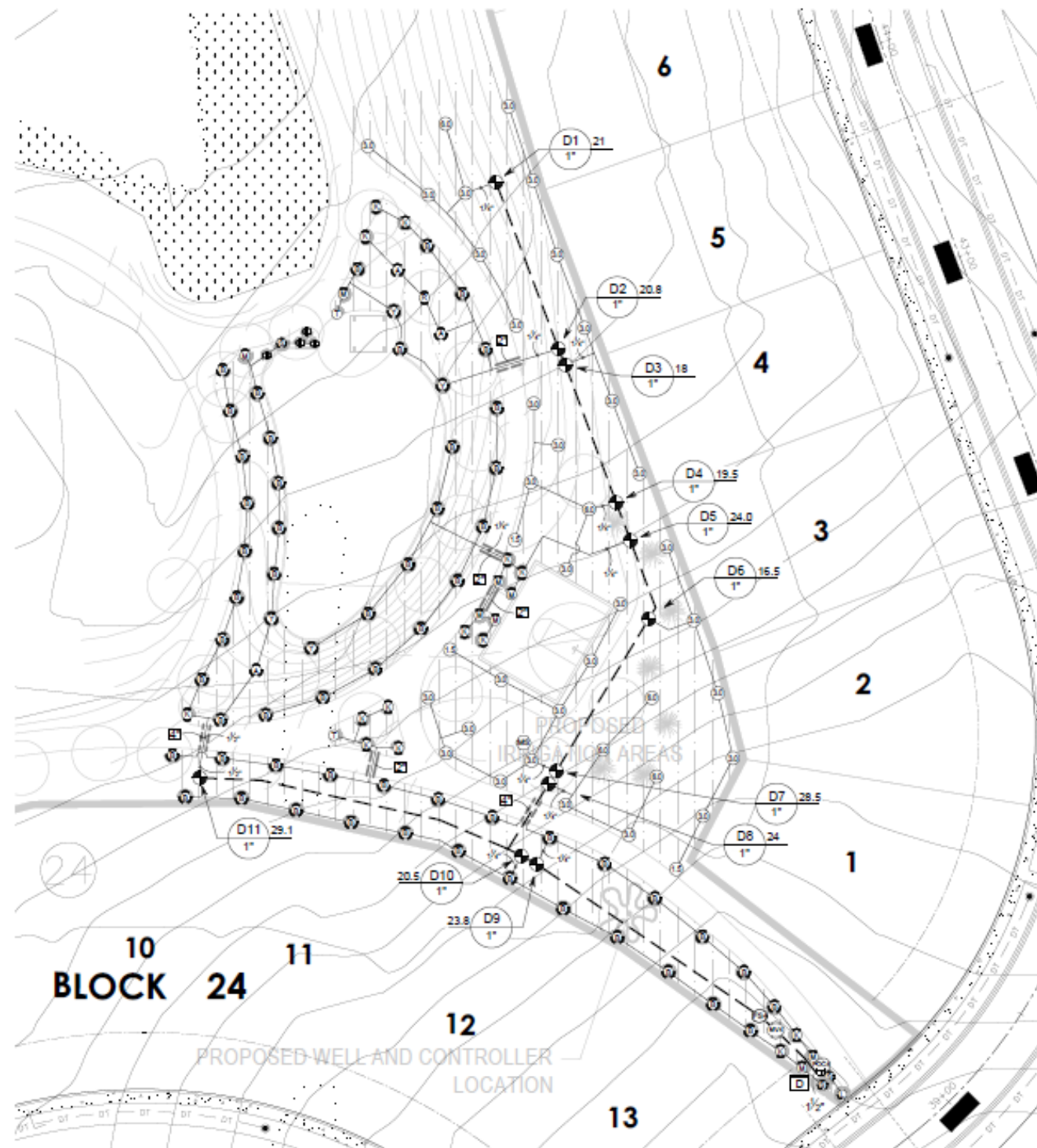
PROJECT: 070124

DATE: 07.30.24

SCALE: VARIOUS

DRAWN BY: RBB

CHECKED BY: JWR



0 30 60 90 feet  
SCALE: 1" = 30'

DAYTON, MN		<b>MLC</b> IRRIGATION CONSULTANTS P.O. BOX 100000 MINNEAPOLIS, MN 55410 612.777.2400 www.mlcinc.com	
PROJECT: Dayton Parks - Irrigation Projects		SHEET TITLE: IRRIGATION LAYOUT - River Hills	
REVISIONS	DATE	BY	CHECKED
PROJECT: 070124	DATE: 07.30.24	SCALE: VARIES	DRAWN BY: RBB
CHECKED BY: JWR			
SHEET NUMBER		IR-3	

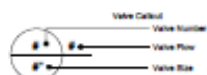


## IRRIGATION SCHEDULE RIVER HILLS

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER MP CORNER PROS-04-PR530-CV TURF ROTATOR, 4IN. POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 30 PSI, MP ROTATOR NOZZLE. T-TURQUOISE ADJ ARC 45-105 ON PR530 BODY.
	HUNTER MP STRIP PROS-04-PR530-CV TURF ROTATOR, 4IN. POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 30 PSI, MP ROTATOR NOZZLE ON PR530 BODY. LCS+IVORY LEFT STRIP, SS+BROWN SIDE STRIP, RCS+COOPER RIGHT STRIP.
	HUNTER MP1000 PROS-04-PR530-CV TURF ROTATOR, 4IN. POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 30 PSI, MP ROTATOR NOZZLE ON PR530 BODY. B+MAROON ADJ ARC 90 TO 210, L+LIGHT BLUE 210 TO 270 ARC, O+OLIVE 360 ARC.
	HUNTER MP2000 PROS-04-PR530-CV TURF ROTATOR, 4IN. POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 30 PSI, MP ROTATOR NOZZLE ON PR530 BODY. K+BLACK ADJ ARC 90-210, G+GREEN ADJ ARC 210-270, R+RED 360 ARC.
	HUNTER MP3000 PROS-04-PR530-CV TURF ROTATOR, 4IN. POP-UP WITH FACTORY INSTALLED CHECK VALVE, PRESSURE REGULATED TO 30 PSI, MP ROTATOR NOZZLE ON PR530 BODY. B+BLUE ADJ ARC 90-210, Y+YELLOW ADJ ARC 210-270, A+GRAY 360 ARC.
	HUNTER MP800SR PROS-04-PR530-CV TURF ROTATOR, 4IN. POP-UP WITH CHECK VALVE, PRESSURE REGULATED TO 30 PSI, MP ROTATOR NOZZLE ON PR530 BODY. ADJ+ORANGE AND GRAY (ARC 90-210), 360+LIME GREEN AND GRAY (ARC 360).

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER I-20-04-05 1.5 TURF ROTOR, 4IN. POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.
	HUNTER I-20-04-05 3.0 TURF ROTOR, 4IN. POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.
	HUNTER I-20-04-05 6.0 TURF ROTOR, 4IN. POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER ICV-G 1" 1IN., 1-1/2IN., 2IN. AND 3IN. PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE, WITH BASELINE BICODER TWO-WIRE DECODER
	HUNTER ICV-G 2" 1IN., 1-1/2IN., 2IN. AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH NPT THREADED INLET/OUTLET, FOR COMMERCIAL/MUNICIPAL USE, WITH BASELINE BICODER TWO-WIRE DECODER
	BASLINE BL-1000X TWO-WIRE CONTROLLER IN LARGE 16 GAUGE POWDER-COATED WALL MOUNT CABINET, BASE MODEL 50 STATIONS, EXPANDABLE TO 75 OR 100 STATIONS.
	BASLINE BL-S15B INCLUDES COMMERCIAL BISENSOR WITH INSTALLATION GUIDE, 50FT. CONNECTION WIRES PLUS DBRY-6 CONNECTORS (TWO-WIRE SIDE ONLY) AND WIRE NUTS.
	BADGER ULTRASONIC FLOW SENSOR WITH BASELINE BICODER TWO-WIRE DECODER
	POINT OF CONNECTION RIVER HILLS - NEW WELL
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1"
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1 1/4"
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1 1/2"
	IRRIGATION MAINLINE: PVC CLASS 200 SDR 21 1 1/2"
	PIPE SLEEVE: PVC SCHEDULE 40 2"
	PIPE SLEEVE: PVC SCHEDULE 40 4"



## CRITICAL ANALYSIS

Generated:	2024-08-21 20:12
P.O.C. NUMBER: 04	
Water Source Information:	River Hills - NEW Well
FLOW AVAILABLE	
Custom Max Flow:	30 GPM
Flow Available:	30 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	80 PSI
Pressure Available:	80 PSI
DESIGN ANALYSIS	
Maximum Station Flow:	29.07 GPM
Flow Available at POC:	30 GPM
Residual Flow Available:	0.93 GPM
Critical Station:	07
Design Pressure:	45 PSI
Friction Loss:	1.15 PSI
Fittings Loss:	0.11 PSI
Elevation Loss:	0 PSI
Loss through Valve:	6.1 PSI
Pressure Req. at Critical Station:	54.4 PSI
Loss for Fittings:	0.33 PSI
Loss for Main Line:	3.34 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Loss for Master Valve:	0.8 PSI
Critical Station Pressure at POC:	58.8 PSI
Pressure Available:	80 PSI
Residual Pressure Available:	21.2 PSI

## VALVE SCHEDULE RIVER HILLS

NUMBER	MODEL	SIZE	TYPE	GPM	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP
01	HUNTER ICV-G	1"	TURF ROTOR	21	45	0.64	3.6	49.2	55.0	0.51 in
02	HUNTER ICV-G	1"	TURF ROTARY	20.79	30	1.29	3.48	34.8	39.5	0.52 in
03	HUNTER ICV-G	1"	TURF ROTOR	18	45	1.03	3	48.0	52.9	0.5 in
04	HUNTER ICV-G	1"	TURF ROTOR	19.5	45	0.77	3	48.8	52.5	0.51 in
05	HUNTER ICV-G	1"	TURF ROTARY	24.03	30	2.18	5.42	37.6	42.6	0.34 in
06	HUNTER ICV-G	1"	TURF ROTOR	16.5	45	1.75	3	49.7	52.4	0.55 in
07	HUNTER ICV-G	1"	TURF ROTOR	28.5	45	1.26	8.1	54.4	58.9	0.77 in
08	HUNTER ICV-G	1"	TURF ROTOR	24	45	0.92	5.4	51.3	54.7	0.59 in
09	HUNTER ICV-G	1"	TURF ROTARY	23.78	30	2.06	5.27	37.3	40.1	0.26 in
010	HUNTER ICV-G	1"	TURF ROTARY	20.55	30	1.09	3.33	34.4	36.8	0.25 in
011	HUNTER ICV-G	1"	TURF ROTARY	29.07	30	2.63	8.44	41.1	47.5	0.59 in

## WATERING SCHEDULE RIVER HILLS

NUMBER	MODEL	TYPE	PRECIP	IN/WEEK	MIN/WEEK	GAL/WEEK	GAL/DAY
01	HUNTER ICV-G	TURF ROTOR	0.51 in	1.5	175	3,675	735
02	HUNTER ICV-G	TURF ROTARY	0.52 in	1.5	172	3,576	715
03	HUNTER ICV-G	TURF ROTOR	0.5 in	1.5	180	3,240	648
04	HUNTER ICV-G	TURF ROTOR	0.51 in	1.5	148	2,886	577
05	HUNTER ICV-G	TURF ROTARY	0.34 in	1.5	283	6,321	1,264
06	HUNTER ICV-G	TURF ROTOR	0.55 in	1.5	139	2,294	459
07	HUNTER ICV-G	TURF ROTOR	0.77 in	1.5	117	3,336	667
08	HUNTER ICV-G	TURF ROTOR	0.59 in	1.5	152	3,648	730
09	HUNTER ICV-G	TURF ROTARY	0.26 in	1.5	342	8,131	1,626
010	HUNTER ICV-G	TURF ROTARY	0.25 in	1.5	351	7,418	1,484
011	HUNTER ICV-G	TURF ROTARY	0.59 in	1.5	153	4,448	890
TOTALS:					2,202	48,971	9,794

## Dayton Parks - Irrigation Projects

REVISIONS

PROJECT: 070124  
DATE: 07.30.24  
SCALE: VARIES  
DRAWN BY: RBB  
CHECKED BY: JWR

SHEET NUMBER

IR-4

DAYTON, MN

**MLC**  
MUNICIPAL LAND CONSTRUCTION  
11111 11111 11111  
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11111 11111 11111

IRRIGATION LAYOUT -  
River Hills

DATE: 07.30.24

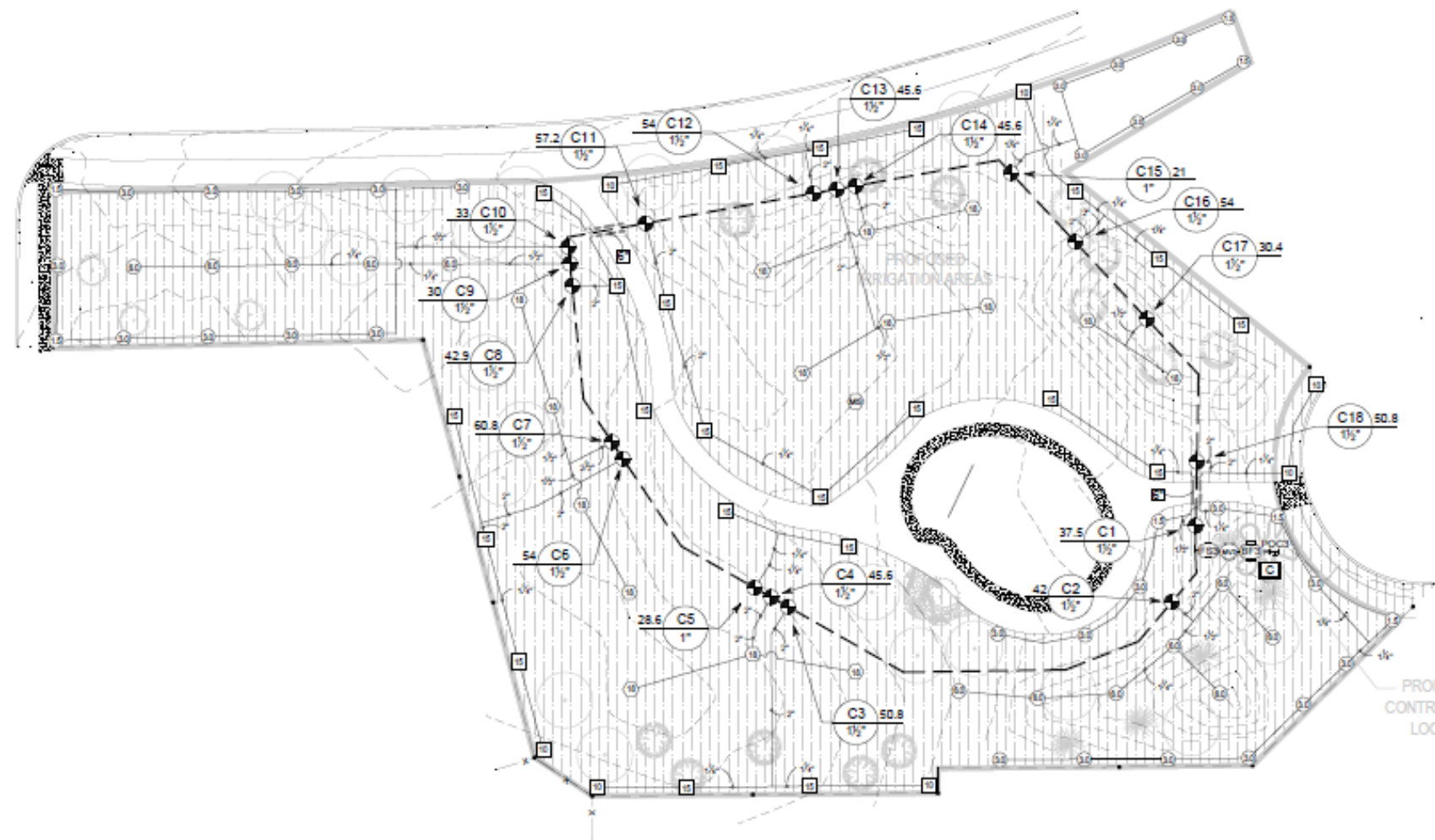
REVISIONS

PROJECT: 070124  
DATE: 07.30.24  
SCALE: VARIES  
DRAWN BY: RBB  
CHECKED BY: JWR

SHEET NUMBER

IR-4
























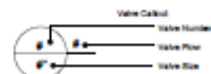


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SCALE: 1" = 30'

DAYTON, MN		<b>MLC</b> IRRIGATION CONSULTANTS PETER M. LUTHE, P.E. DAVID M. LUTHE, P.E. JAMES M. LUTHE, P.E.	
PROJECT: Dayton Parks - Irrigation Projects		SUBJECT: IRRIGATION LAYOUT - Ione Gardens	
DATE: 07/30/24	REVISION:	DATE:	REVISION:
SCALE: VARIES	DATE:	DATE:	REVISION:
DRAWN BY: RBB	DATE:	DATE:	REVISION:
CHECKED BY: JWR	DATE:	DATE:	REVISION:
PROJECT NUMBER		PROJECT NUMBER	
IR-5		IR-5	

## IRRIGATION SCHEDULE IONE GARDENS

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER 120-04-55 1.5 TURF ROTOR, 4IN. POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.
	HUNTER 120-04-55 3.0 TURF ROTOR, 4IN. POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.
	HUNTER 120-04-55 6.0 TURF ROTOR, 4IN. POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.
	HUNTER 125-04-55 10 TURF ROTOR, 4IN. POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.
	HUNTER 125-04-55 15 TURF ROTOR, 4IN. POP-UP, ADJUSTABLE AND FULL CIRCLE. STAINLESS STEEL RISER. DRAIN CHECK VALVE. STANDARD NOZZLE.
	HUNTER 140-04-55-ON 18 TURF ROTOR, 4IN. POP-UP, FULL CIRCLE. DRAIN CHECK VALVE. STAINLESS STEEL RISER, 1IN. FEMALE NPT INLET THREADS, DUAL OPPOSING NOZZLE.
	HUNTER ICV-G 1-1/2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLETOUTLET, FOR COMMERCIAL/MUNICIPAL USE WITH BASELINE BICODER TWO-WIRE DECODER
	HUNTER ICV-G 1" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC REMOTE CONTROL VALVES, GLOBE CONFIGURATION, WITH NPT THREADED INLETOUTLET, FOR COMMERCIAL/MUNICIPAL USE WITH BASELINE BICODER TWO-WIRE DECODER
	HUNTER ICV-G 2" 1IN., 1-1/2IN., 2IN., AND 3IN. PLASTIC ELECTRIC MASTER VALVE, GLOBE CONFIGURATION, WITH NPT THREADED INLETOUTLET, FOR COMMERCIAL/MUNICIPAL USE WITH BASELINE BICODER TWO-WIRE DECODER
	WATTS 919GT 2" BACKFLOW REDUCED PRESSURE ZONE
	BASLINE BL-1000X TWO-WIRE CONTROLLER IN LARGE 16 GAUGE POWDER-COATED WALL MOUNT CABINET, BASE MODEL 50 STATIONS, EXPANDABLE TO 75 OR 100 STATIONS.
	BASLINE BL-4315B INCLUDES COMMERCIAL BSENSOR WITH INSTALLATION GUIDE, 50FT. CONNECTION WIRES PLUS DBRY-8 CONNECTORS (TWO-WIRE SIDE ONLY) AND WIRE NUTS.
	HUNTER HFS-300 FLOW SENSOR FOR USE WITH ACC CONTROLLER, 3IN. SCHEDULE 40 SENSOR BODY, 24 VAC, 2 AMP.
	POINT OF CONNECTION IONE GARDENS - NEW MUNICIPAL CONNECTION
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1"
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1 1/4"
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 1 1/2"
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 2"
	IRRIGATION LATERAL LINE: PVC CLASS 160 SDR 26 2 1/2"
	IRRIGATION MAINLINE: PVC CLASS 260 SDR 21 3"
	PIPE SLEEVE: PVC SCHEDULE 40 6"



## CRITICAL ANALYSIS

Generated:	2024-08-21 20:20
P.O.C. NUMBER: 03	
Water Source Information:	Ione Gardens - NEW Municipal connection
FLOW AVAILABLE	
Custom Max Flow:	60 GPM
Flow Available:	60 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	70 PSI
Pressure Available:	70 PSI
DESIGN ANALYSIS	
Maximum Multi-valve Flow:	60 GPM
Flow Available at POC:	60 GPM
Residual Flow Available:	0 GPM
Critical Station:	C11
Design Pressure:	60 PSI
Friction Loss:	3.96 PSI
Fittings Loss:	0.4 PSI
Elevation Loss:	0 PSI
Loss through Valve:	2.78 PSI
Pressure Req. at Critical Station:	67.1 PSI
Loss for Fittings:	0.08 PSI
Loss for Main Line:	0.45 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	9.5 PSI
Loss for Master Valve:	1.7 PSI
Critical Station Pressure at POC:	78.8 PSI
Pressure Available:	70 PSI
Residual Pressure Available:	-8.83 PSI

## VALVE SCHEDULE IONE GARDENS

NUMBER	MODEL	SIZE	TYPE	GPM	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP
C1	HUNTER ICV-G	1-1/2"	TURF ROTOR	37.5	45	4.39	1.85	51.0	62.4	0.51 inh
C2	HUNTER ICV-G	1-1/2"	TURF ROTOR	42	45	1.51	1.8	48.3	58.7	0.57 inh
C3	HUNTER ICV-G	1-1/2"	TURF ROTOR	50.8	60	2.56	2.26	54.8	75.5	1.63 inh
C4	HUNTER ICV-G	1-1/2"	TURF ROTOR	45.6	60	1.87	1.96	63.8	75.5	0.62 inh
C5	HUNTER ICV-G	1"	TURF ROTOR	26.6	60	1.54	8.16	66.7		0.97 inh
C6	HUNTER ICV-G	1-1/2"	TURF ROTOR	54	60	2.96	2.52	65.5	77.2	1.37 inh
C7	HUNTER ICV-G	1-1/2"	TURF ROTOR	60.8	60	1.94	3.06	65.0	76.8	0.76 inh
C8	HUNTER ICV-G	1-1/2"	TURF ROTOR	42.9	60	1.63	1.86	63.5	75.2	1.21 inh
C9	HUNTER ICV-G	1-1/2"	TURF ROTOR	30	45	2.68	1.5	49.2	60.9	0.55 inh
C10	HUNTER ICV-G	1-1/2"	TURF ROTOR	33	45	4.7	1.96	51.3	62.9	0.53 inh
C11	HUNTER ICV-G	1-1/2"	TURF ROTOR	57.2	60	4.36	2.78	67.1	78.8	1.09 inh
C12	HUNTER ICV-G	1-1/2"	TURF ROTOR	54	60	1.94	2.52	64.5	76.2	1.5 inh
C13	HUNTER ICV-G	1-1/2"	TURF ROTOR	45.6	60	2.06	1.96	64.0	75.8	0.75 inh
C14	HUNTER ICV-G	1-1/2"	TURF ROTOR	45.6	60	1.61	1.96	63.6	75.3	0.77 inh
C15	HUNTER ICV-G	1"	TURF ROTOR	21	45	1.2	3.6	49.8		0.76 inh
C16	HUNTER ICV-G	1-1/2"	TURF ROTOR	54	60	2.27	2.52	64.8	76.4	1.87 inh
C17	HUNTER ICV-G	1-1/2"	TURF ROTOR	30.4	60	0.96	1.51	62.5	74.0	0.87 inh
C18	HUNTER ICV-G	1-1/2"	TURF ROTOR	50.8	60	2.24	2.26	64.5	75.9	1.59 inh

## WATERING SCHEDULE IONE GARDENS

NUMBER	MODEL	TYPE	PRECIP	IN/WEEK	MIN/WEEK	GAL/WEEK	GAL/DAY
C1	HUNTER ICV-G	TURF ROTOR	0.51 inh	1.5	149	5,568	1,118
C2	HUNTER ICV-G	TURF ROTOR	0.57 inh	1.5	156	6,036	1,327
C3	HUNTER ICV-G	TURF ROTOR	1.63 inh	1.5	96	2,545	569
C4	HUNTER ICV-G	TURF ROTOR	0.62 inh	1.5	146	6,668	1,332
C5	HUNTER ICV-G	TURF ROTOR	0.97 inh	1.5	93	2,660	532
C6	HUNTER ICV-G	TURF ROTOR	1.37 inh	1.5	86	3,564	713
C7	HUNTER ICV-G	TURF ROTOR	0.76 inh	1.5	119	7,235	1,447
C8	HUNTER ICV-G	TURF ROTOR	1.21 inh	1.5	75	3,218	644
C9	HUNTER ICV-G	TURF ROTOR	0.56 inh	1.5	164	4,920	984
C10	HUNTER ICV-G	TURF ROTOR	0.53 inh	1.5	170	5,610	1,122
C11	HUNTER ICV-G	TURF ROTOR	1.09 inh	1.5	83	4,748	950
C12	HUNTER ICV-G	TURF ROTOR	1.5 inh	1.5	60	3,240	648
C13	HUNTER ICV-G	TURF ROTOR	0.75 inh	1.5	121	5,518	1,104
C14	HUNTER ICV-G	TURF ROTOR	0.77 inh	1.5	118	5,361	1,078
C15	HUNTER ICV-G	TURF ROTOR	0.76 inh	1.5	119	2,499	500
C16	HUNTER ICV-G	TURF ROTOR	1.87 inh	1.5	49	2,545	509
C17	HUNTER ICV-G	TURF ROTOR	0.87 inh	1.5	104	3,162	632
C18	HUNTER ICV-G	TURF ROTOR	1.59 inh	1.5	57	2,896	579
TOTALS:					1,907	79,021	15,804

DAYTON, MN

Dayton Parks - Irrigation Projects

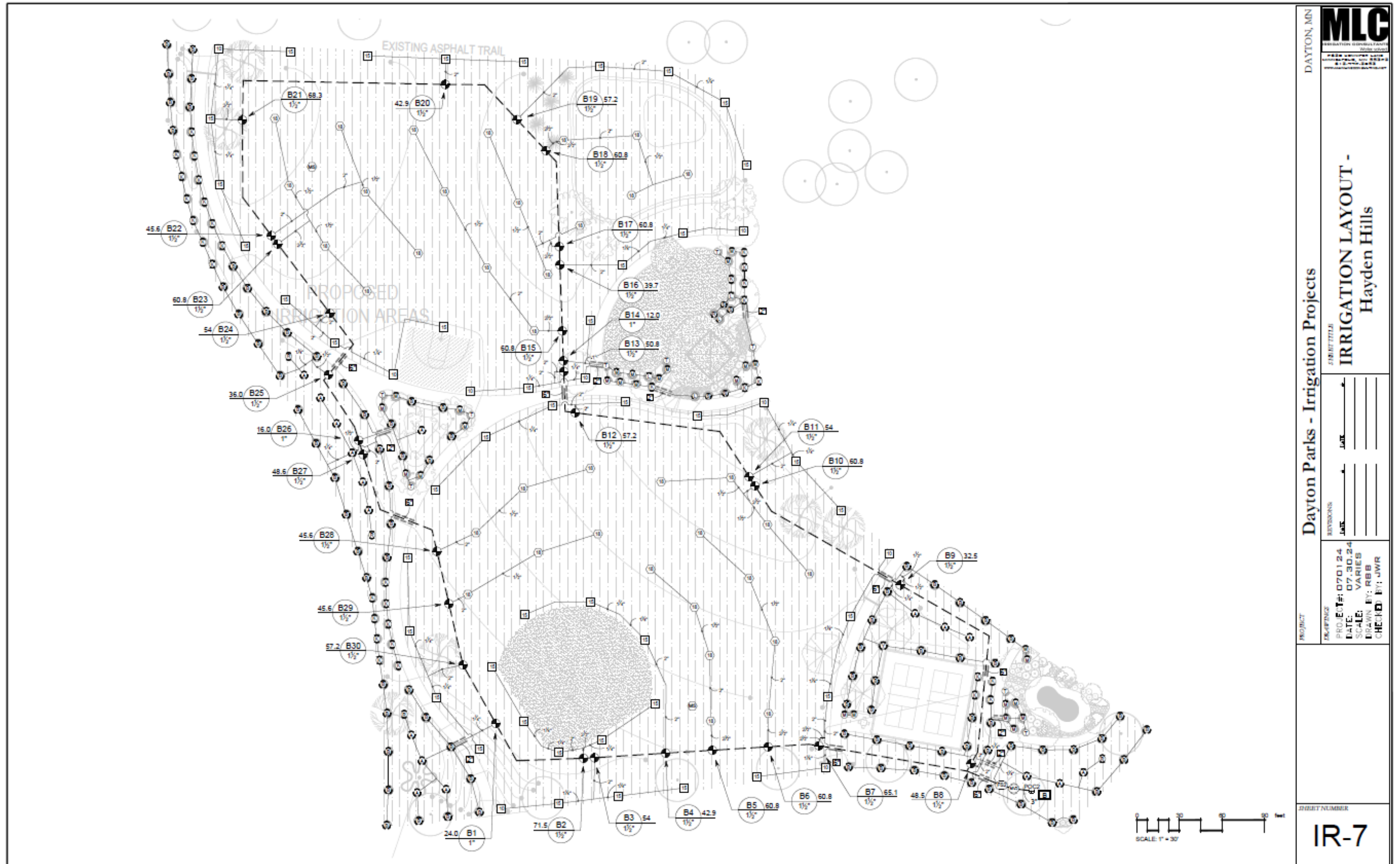
IRrigation LAYOUT -  
Ione GardensDESIGNED BY: JWR  
CHECKED BY: JWR  
DATE: 07.30.24  
SCALE: Varies  
DRAWN BY: RBB

PROJECT

PROJECT: 070124  
DATE: 07.30.24  
SCALE: Varies  
DRAWN BY: RBB  
CHECKED BY: JWR

PROJECT NUMBER

IR-6





## VALVE SCHEDULE HAYDEN HILLS

NUMBER	MODEL	TYPE	PRECIP	IN/WEEK	MIN/WEEK	GAL/WEEK	GAL/DAY
B1	HUNTER ICG-V	TURF ROTARY	0.44 in/h	1.5	204	4,902	980
B2	HUNTER ICG-V	TURF ROTOR	1.27 in/h	1.5	71	5,077	1,015
B3	HUNTER ICG-V	TURF ROTOR	1.26 in/h	1.5	72	3,668	768
B4	HUNTER ICG-V	TURF ROTOR	0.95 in/h	1.5	69	4,078	815
B5	HUNTER ICG-V	TURF ROTOR	0.74 in/h	1.5	122	7,418	1,484
B6	HUNTER ICG-V	TURF ROTOR	0.66 in/h	1.5	137	8,330	1,666
B7	HUNTER ICG-V	TURF ROTOR	1.12 in/h	1.5	81	5,273	1,055
B8	HUNTER ICG-V	TURF ROTARY	0.53 in/h	1.5	170	8,239	1,679
B9	HUNTER ICG-V	TURF ROTARY	0.53 in/h	1.5	172	5,503	1,101
B10	HUNTER ICG-V	TURF ROTOR	0.96 in/h	1.5	62	9,180	1,830
B11	HUNTER ICG-V	TURF ROTOR	1.18 in/h	1.5	77	4,158	832
B12	HUNTER ICG-V	TURF ROTOR	1.11 in/h	1.5	82	4,690	938
B13	HUNTER ICG-V	TURF ROTOR	1.62 in/h	1.5	56	2,945	569
B14	HUNTER ICG-V	TURF ROTARY	0.55 in/h	1.5	184	1,975	395
B15	HUNTER ICG-V	TURF ROTOR	0.64 in/h	1.5	140	8,512	1,702
B16	HUNTER ICG-V	TURF ROTOR	1.35 in/h	1.5	67	2,860	532
B17	HUNTER ICG-V	TURF ROTOR	0.66 in/h	1.5	138	8,300	1,678
B18	HUNTER ICG-V	TURF ROTOR	0.64 in/h	1.5	142	8,634	1,727
B19	HUNTER ICG-V	TURF ROTOR	1.3 in/h	1.5	70	4,004	801
B20	HUNTER ICG-V	TURF ROTOR	0.94 in/h	1.5	96	4,118	824
B21	HUNTER ICG-V	TURF ROTOR	1.23 in/h	1.5	74	5,054	1,011
B22	HUNTER ICG-V	TURF ROTOR	0.58 in/h	1.5	198	2,689	1,414
B23	HUNTER ICG-V	TURF ROTOR	0.63 in/h	1.5	143	8,694	1,739
B24	HUNTER ICG-V	TURF ROTOR	1.37 in/h	1.5	86	3,564	713
B25	HUNTER ICG-V	TURF ROTARY	0.54 in/h	1.5	168	6,050	1,210
B26	HUNTER ICG-V	TURF ROTARY	0.59 in/h	1.5	153	2,445	480
B27	HUNTER ICG-V	TURF ROTARY	0.48 in/h	1.5	195	9,473	1,895
B28	HUNTER ICG-V	TURF ROTOR	0.56 in/h	1.5	137	1,249	250
B29	HUNTER ICG-V	TURF ROTOR	0.67 in/h	1.5	135	6,156	1,231
B30	HUNTER ICG-V	TURF ROTOR	1.14 in/h	1.5	80	4,576	915
		TOTALS:			3,624	171,968	34,362



DAYTON, MN



Dayton Parks - Irrigation Projects

IRRIGATION LAYOUT -  
Sundance Woods

PROJECT: 070124  
DATE: 07.30.24  
SCALE: VARIES  
DRAWN BY: RBB  
CHECKED BY: JWR

SHEET NUMBER

IR-9



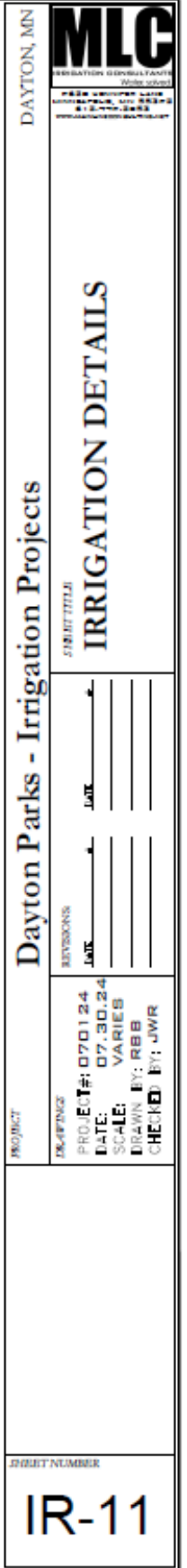
## CRITICAL ANALYSIS

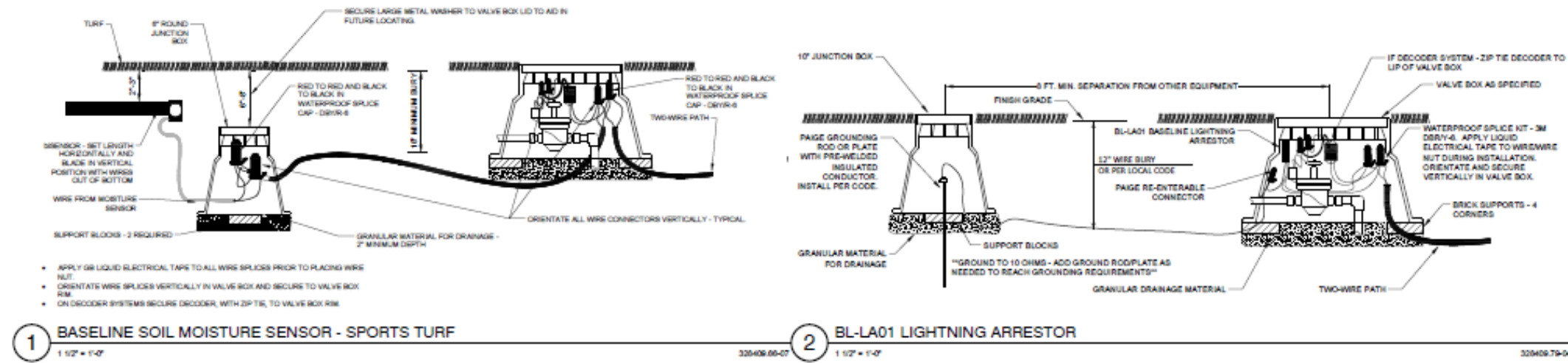
Generated:	2024-08-21 21:03
P.O.C. NUMBER: 05	
Water Source Information:	
Sundance Woods - connected to existing irrigation	
FLOW AVAILABLE	
Custom Max Flow:	30 GPM
Flow Available:	30 GPM
PRESSURE AVAILABLE	
Static Pressure at POC:	60 PSI
Pressure Available:	60 PSI
DESIGN ANALYSIS	
Maximum Station Flow:	30.4 GPM
Flow Available at POC:	30 GPM
Residual Flow Available:	-0.4 GPM
Critical Station:	
Design Pressure:	60 PSI
Friction Loss:	1.7 PSI
Fittings Loss:	0.17 PSI
Elevation Loss:	0 PSI
Loss through Valve:	8.44 PSI
Pressure Req. at Critical Station:	71.3 PSI
Loss for Fittings:	0.31 PSI
Loss for Main Line:	3.07 PSI
Loss for POC to Valve Elevation:	0 PSI
Loss for Backflow:	0 PSI
Loss for Master Valve:	0.8 PSI
Critical Station Pressure at POC:	75.5 PSI
Pressure Available:	60 PSI
Residual Pressure Available:	-15.49 PSI

NUMBER	MODEL	SIZE	TYPE	GPM	DESIGN PSI	FRICTION LOSS	VALVE LOSS	PSI	PSI @ POC	PRECIP
E1	HUNTER IGV-G	1"	TURF ROTOR	15	45	1.52	3	49.5	50.7	0.65 in.
E2	HUNTER IGV-G	1"	TURF ROTOR	25.5	45	1.22	6.3	52.5	54.4	0.63 in.
E3	HUNTER IGV-G	1"	TURF ROTOR	25.4	60	1.12	8.24	57.4	59.3	1.9 in.
E4	HUNTER IGV-G	1"	TURF ROTOR	25.4	80	2.17	8.24	68.4	70.4	2.96 in.
E5	HUNTER IGV-G	1"	TURF ROTOR	25.4	80	0.86	8.24	57.1	59.1	1.34 in.
E6	HUNTER IGV-G	1"	TURF ROTOR	30.4	80	1.54	9.44	71.1	73.9	0.7 in.
E7	HUNTER IGV-G	1"	TURF ROTOR	25.4	80	3.35	8.24	69.5	71.9	1.44 in.
E8	HUNTER IGV-G	1"	TURF ROTOR	25.5	80	0.84	8.15	59.0	71.5	1.55 in.
E9	HUNTER IGV-G	1"	TURF ROTOR	30.4	80	1.92	9.44	71.4	74.5	0.6 in.
E10	HUNTER IGV-G	1"	TURF ROTOR	25.4	80	0.74	8.24	57.0	59.5	2.38 in.
E11	HUNTER IGV-G	1"	TURF ROTARY	22.2	80	0.14	8.52	54.5	57.0	4.31 in.
E12	HUNTER IGV-G	1"	TURF ROTARY	10.85	30	0.4	3	33.4	34.7	0.5 in.
E13	HUNTER IGV-G	1"	TURF ROTOR	25.5	60	1.51	8.15	59.7	73.3	1.61 in.
E14	HUNTER IGV-G	1"	TURF ROTOR	11.1	80	0.14	3	53.1	54.4	1.8 in.
E15	HUNTER IGV-G	1"	TURF ROTOR	30.4	80	1.87	9.44	71.3	75.5	0.66 in.
E16	HUNTER IGV-G	1"	TURF ROTOR	25.5	80	1.19	8.15	59.4	73.3	1.82 in.
E17	HUNTER IGV-G	1"	TURF ROTOR	24	45	1	5.4	51.4	54.5	0.57 in.

<u>NUMBER</u>	<u>MODEL</u>	<u>TYPE</u>	<u>PRECIP</u>	<u>IN./WEEK</u>	<u>MIN./WEEK</u>	<u>GAL./WEEK</u>	<u>GAL./DAY</u>
E1	HUNTER-ICV-G	TURF ROTOR	0.65 in.	1.5	139	2,065	417
E2	HUNTER-ICV-G	TURF ROTOR	0.63 in.	1.5	144	3,672	734
E3	HUNTER-ICV-G	TURF ROTOR	1.9 in.	1.5	48	1,219	244
E4	HUNTER-ICV-G	TURF ROTOR	2.96 in.	1.5	31	787	157
E5	HUNTER-ICV-G	TURF ROTOR	1.34 in.	1.5	67	1,702	340
E6	HUNTER-ICV-G	TURF ROTOR	0.7 in.	1.5	130	3,952	790
E7	HUNTER-ICV-G	TURF ROTOR	1.44 in.	1.5	63	1,620	325
E8	HUNTER-ICV-G	TURF ROTOR	1.56 in.	1.5	50	1,657	337
E9	HUNTER-ICV-G	TURF ROTOR	0.6 in.	1.5	151	4,500	918
E10	HUNTER-ICV-G	TURF ROTOR	2.38 in.	1.5	38	965	193
E11	HUNTER-ICV-G	TURF ROTOR	4.31 in.	1.5	21	466	93.2
E12	HUNTER-ICV-G	TURF ROTARY	0.5 in.	1.5	161	3,863	381
E13	HUNTER-ICV-G	TURF ROTOR	1.61 in.	1.5	56	1,602	320
E14	HUNTER-ICV-G	TURF ROTOR	1.8 in.	1.5	51	596	113
E15	HUNTER-ICV-G	TURF ROTOR	0.66 in.	1.5	137	4,185	833
E16	HUNTER-ICV-G	TURF ROTOR	1.82 in.	1.5	50	1,430	286

PROJECT NUMBER	PROJECT		DAYTON, MN	
	Dayton Parks - Irrigation Projects			
IR-10	DATE		SHEET TITLE	
	07.30.24		IRRIGATION LAYOUT - Sundance Woods	
PROJECT NUMBER	PROJECT		DAYTON, MN	
	Dayton Parks - Irrigation Projects			
IR-10	DATE		SHEET TITLE	
	07.30.24		IRRIGATION LAYOUT - Sundance Woods	





- DESIGN BASED ON POC ANALYSIS (downstream of meter).
- This irrigation design is from the point of connection only. This design is based on the pressure and volume indicated in item #1, which is furnished and verified by others. Booster station may be required.
- Contractor shall be responsible to field verify the information in the POC Analysis.
- This irrigation design is diagrammatic. Adjustments to pipe, valve and/or head placement may be required of contractor.
- FULL and COMPLETE coverage is required. The irrigation contractor shall make any necessary minor adjustments to the irrigation layout required to achieve FULL and COMPLETE coverage of irrigated areas at no additional cost to owner.
- Bidding contractors shall become thoroughly familiar with all facets of the proposed irrigation system and the control requirements & specifications. Failure to clarify misunderstandings or the intent of this drawing and/or specifications before submittal of bid shall be the sole responsibility of the contractor.
- This irrigation system shall be installed as per manufactures specifications.
- This irrigation design shows necessary materials, but certain other materials may have to be supplied and installed by the irrigation contractor in order to have, upon completion, a fully operational irrigation system.
- The irrigation contractor shall locate ALL underground utilities, and they shall take every precaution not to damage or disturb such improvements. Coordinate with General Contractor as necessary.
- The irrigation contractor shall arrange for and pay for any necessary permits and/or inspections required by local agencies or ordinances during the course of construction.
- ALL PVC piping under continuous pressure shall be CL200.
- ALL backflow devices shall be installed as per local code. ALL connection equipment shall be housed in painted steel enclosures.
- ALL wiring as per local code.
- Electrical power shall be provided to within five (5) feet of controller and/or pump location. Coordinate with Owners Representative as to the final location of controller. Coordinate with Electrical Contractor as required.
- Control wire shall be solid copper wire U.L. approved for direct burial in ground. Minimum gauge - #14 (#12 for runs over 2000') or as otherwise specified. Decoder wire shall be jacketed. Ground Wire (where applicable) shall be white.
- 24VAC wire splicing material will be direct burial splice kit as manufactured by 3M, specifically DBY-6 & DBR-6. Add GB liquid electrical tape to all splices before applying wire nuts.
- Install rain sensors on vertical surfaces. Coordinate with Owners Representative as to final location of rain sensor, moisture sensors, weather stations and any additional sensors.
- ALL valves, quick-couplers and wire splices shall be located in valve boxes with labeled covers and buried flush with grade.
- Winterization of the irrigation system shall be as per the manufactures specifications.
- Wire shall be contained in a separate, 1 1/2" min., sleeve.

**3 IRRIGATION GENERAL NOTES:**

325436-93

**DAYTON, MN**

**MLC**  
IRRIGATION GENERAL NOTES  
325436-93

**DAYTON PARKS - Irrigation Projects**

**IRRIGATION DETAILS**

**REVISIONS**

NO.	DATE	BY	CHKD
1	07.30.24	VARIES	

**PROJECT**

**DATE** 07.30.24  
**SCALE** VARIES  
**DRAWN BY** RBB  
**CHECKED BY** JWR

**PROJECT NUMBER**

**IR-12**



**PRESENTER:** Marty Farrell/Paul Kangas

**ITEM:** 2024 Park Improvement Projects, review of Parks Irrigation project Well and Electrical Supply, approval of specification document to go out for bidding.

**PREPARED BY:** Marty Farrell/Paul Kangas

**POLICY DECISION / ACTION TO BE CONSIDERED:** Approval to proceed to Contractor bidding for 2024 Park Improvements Irrigation Project, Well and Electrical Supply.

**BACKGROUND:** Staff have been contacted by numerous residents over the last couple of years about the quality of the grass in the open spaces in the newly developed parks. The City when developing parks has generally not included irrigation, unless there was an active sports field being used for regular practice or competitive games. With the recent resident requests for improvements staff has explored installation or improvement of irrigation systems in five City Parks, Elsie Stephens Park, River Hills Park, Lone Gardens, Hayden Hills and Sundance Woods. The irrigation project has been split into 2 distinct areas Irrigation system installation, and water supply, the work will be conducted by different contractors with the City coordinating the project.

Three of the Parks would use an existing well, or have well drilled to supply the irrigation systems. Elsie Stephens Park has an existing well but will need some updates, River Hills Park and Hayden Hills Park will need to have a well drilled. Wells have been recommended for River Hills and Hayden Hills, to conserve water in the Municipal Water supply that experiences significant draw down from current resident irrigation usage.

**Irrigation system weekly usage and season usage**

Elsie Stephens Park	Weekly Total	x24 for season usage
	37,436	898,464
River Hills	48,971	1,175,304
Hayden Hills	171,958	4,126,992
<b>Totals</b>	<b>258,365</b>	<b>6,200,760</b>

**CRITICAL ISSUES:**

Staff would like to get as much of this project completed this year as possible, so that it is available for the 2025 irrigation season

**Project Timeline**

Bidding documents available after September 24<sup>th</sup> 2024

Bid opening October 8 2024

Project Commence October 15<sup>th</sup> 2024

Substantial completion May 1 2024

**BUDGET IMPACT:** Project estimate \$211,600, funded from Fund 601.

**RECOMMENDATION:** Approve bidding documentation to proceed to Contractor bidding.

**ATTACHMENT(S):** Bid documentation, and price estimate.

**City of Dayton Parks****Water and Electrical Supply Project**

ITEM	UNIT	QTY	BID \$	TOTAL COST
<b>On-Site Investigation and Testing at Elsie Stephens Park</b>	LS	1		<b>\$ 3,000</b>
<i>To be completed ASAP upon contract award</i>				
<b>System Design and Permitting</b>	LS	1	Total of Below >	<b>\$ 3,600</b>
Elsie Stephens Park - Assuming Existing Well Casing Can be Re-Used	LS	1	\$ 1,200	
River Hills Park	LS	1	\$ 1,200	
Hayden Hills Park	LS	1	\$ 1,200	
<i>Submit written description of proposed system on each park site</i>				
<b>Water Supply</b>	LS	1	Total of Below >	<b>\$ 152,000</b>
Elsie Stephens Park - Assuming Existing Well Casing Can be Re-Used	LS	1	\$ 18,000	
River Hills Park	LS	1	\$ 42,000	
Hayden Hills Park	LS	1	\$ 92,000	
<i>Submit written description of proposed system on each park site</i>				
<i>Drill Fluid and cutting Removal. (no charge if the site has a spot for it).</i>	EA	3	\$3,000	\$9,000
<b>Power Supply</b>	LS	1	Total of Below >	<b>\$ 18,500</b>
Elsie Stephens Park - Assuming Existing Power Supply Can be Re-Used	LS	1	\$ 4,500	
River Hills Park	LS	1	\$ 6,500	
Hayden Hills Park	LS	1	\$ 7,500	
<i>Submit written description of proposed system on each park site</i>				
<i>*Electric Meter to be installed by city with power company.</i>				
<b>BASE BID PROJECT TOTAL</b>				<b>\$ 177,100</b>
<b>ALTERNATE PRICING</b>	LS	1		
Drilling of New Well at Elsie Stephens Park (if necessary)	LS	1	\$38,000	
New Power Supply at Elsie Stephens Park (if necessary)	LS	1	\$6,500	
New Power Supply at Elsie Stephens Park (if necessary)	LS	1		



**City of Dayton Parks & Recreation**

# Parks Irrigation Water and Electrical Supply Project

BIDS CLOSE: October 8, 2024 @ 2:00 p.m.

Prepared By:



All questions are to be directed to:  
**Paul Kangas – Landscape Architect**  
Inside Outside Architecture, Inc.  
Cell: 612-237-8355  
Email: [paul@ioainc.net](mailto:paul@ioainc.net)

City Staff Contact:  
**Martin Farrell – Director of Public Works**  
City of Dayton, Minnesota  
Cell: 612-751-8847  
Email: [mfarrell@cityofdaytonmn.com](mailto:mfarrell@cityofdaytonmn.com)

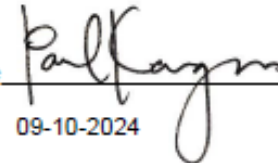
## CERTIFICATION PAGE

**PARKS IRRIGATION WATER AND ELECTRICAL SUPPLY PROJECT**  
City of Dayton, Minnesota

I hereby certify that this Project Manual was prepared by me or under my direct supervision and that I am a duly licensed professional Landscape Architect under the laws of State of Minnesota.

Name: Paul A. Kangas

Signature



Registration: MN #26017

Date: 09-10-2024

## ADVERTISEMENT FOR BIDS

PARKS IRRIGATION WATER AND ELECTRICAL SUPPLY PROJECT  
Dayton, Minnesota

<b>BIDDING/CONTRACT REQUIREMENTS</b>	<b>PAGE</b>
COVER PAGE .....	i
CERTIFICATION PAGE .....	ii
TABLE OF CONTENTS .....	iii-iv
ADVERTISEMENT FOR BIDS .....	v
INFORMATION FOR BIDDERS .....	v-vi
BID FORM & ALTERNATE BID FORM .....	vi-xii
AFFIRMATIVE ACTION DECLARATION .....	xiii
AFFIDAVIT OF NON-COLLUSION .....	xiv
FORM OF AGREEMENT .....	xv
CERTIFICATE OF ACKNOWLEDGMENT .....	xvi-xvii
CONTRACTOR'S PERFORMANCE BOND .....	xviii-xix
CONTRACTOR'S PAYMENT BOND .....	xx-xxi

**TECHNICAL SPECIFICATIONS**

Project Narrative .....	00 1100 .....	1-8
Conditions of the Contract .....	00 7200 .....	1-22

**PLAN SHEETS**

W #1 .....	Elsie Stephens Memorial Park Site & Well Location Plan
W #2 .....	River Hills Neighborhood Park Site & Well Location Plan
W #3 .....	Hayden Hills Neighborhood Park Site & Well Location Plan

**ADVERTISEMENT FOR BIDS****PARKS IRRIGATION WATER AND ELECTRICAL SUPPLY PROJECT  
Dayton, Minnesota**

Notice is hereby given that sealed bids will be received until **2:00 PM, Tuesday, October 8<sup>th</sup>, 2024**, at:  
**City of Dayton**  
Attn: Martin Farrell  
12280 South Diamond Lake Road  
Dayton, MN 55327

The bids received will be publicly opened and read aloud, for the furnishing of all labor and material for the construction of the Parks Irrigation Water and Electrical Supply Project. Major components of the work include:

1. New water well drilling
2. Existing water well renovation
3. Electrical and plumbing connections

**Work shall begin after October 15<sup>th</sup>, 2024 and be substantially completed by May 1<sup>st</sup>, 2025.**

Each bidder shall submit as a general contractor and partial bids are not allowed. You shall retain sub-contractors as needed to provide the full services required of the project. The City will engage in only one contract to complete this work.

Bids must be submitted on the forms provided in the Project Manual and Construction Documents.

No pre-bid conference will be held for this project.

Project bidding documents will be available after September 24<sup>th</sup>, 2024 either at the City or through IOA, Inc via email. Questions regarding the project should be directed to:

**Paul Kangas, Landscape Architect**  
IOA Inc.  
Direct Dial: 612-237-8355  
Email: [paul@IOAinc.net](mailto:paul@IOAinc.net)

Bid security in the amount of 5% percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

All bidders for this contract, including subcontractors and suppliers that have 40 or more full-time employees, shall submit a certified copy of their current Affirmative Action Certificate with their bid.

Bids shall be directed to the City Administrator, be securely sealed, and be labeled on the outside wrapper, "BID FOR WATER AND ELECTRICAL SUPPLY PROJECT"

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

**Zach Doud**  
City Administrator  
Dayton, Minnesota

**BID FORM****Contractor:** \_\_\_\_\_Bids Due: 2:00 pm – October 8<sup>th</sup>, 2024**PARKS IRRIGATION WATER AND ELECTRICAL SUPPLY PROJECT**  
Dayton, Minnesota

City of Dayton - Parks & Recreation  
Attn: Zach Doud – City Administrator  
12260 South Diamond Lake Road  
Dayton, MN 55327

**To Whom it may Concern:**

The undersigned, being familiar with the local conditions, having made the field inspections and investigations deemed necessary, having studied the plans and specifications for the work including Addenda No(s). \_\_\_\_\_, and being familiar with all factors and others conditions affecting the work and cost thereof, hereby proposes to furnish all labor, tools, materials, skills, equipment and all else necessary to completely construct the project in accordance with the plans and specifications on file with the County as follows (bidder shall verify quantities to his/her satisfaction):

**SEE BID FORM NEXT PAGE**

The low bidder shall be determined by the lowest, qualified Grand Total Base Bid entered on this Bid Form. This bid is a combination of both Lump Sum and Installed Quantity payment line items as noted on the bid form. The estimated quantities on the Proposal Form are provided for the convenience of the Bidder. Bidders are responsible for verifying quantities to their satisfaction. Unit prices entered on the Proposal Form will be used to calculate total payments during construction and to aid in determining values for possible changes in the work. If unit prices are judged to be unreasonable by the Owner, the Owner reserves the right to negotiate revisions to the prices.

Accompanying this bid is a bidder's bond, certified check, or cash deposit in the amount of at least five (5%) of the amount of my/our bid made payable to City of Dayton. The same is subject to forfeiture in the event of default on the part of the undersigned, or failure on the part of the undersigned to execute the prescribed contract and bond within fifteen (15) days after it is submittal to me/us.

In submitting this bid, it is understood that the Owner retains the right to reject any and all bids and to waive irregularities and informalities therein and to award the contract to the best interest of the Owner.

It is understood that bids may not be withdrawn for a period of 30 days after the date and time set for the opening of bids. It is understood that the Owner reserves the right to retain the certified check or bond of the three lowest bidders as determined by the Owner for a period not to exceed 30 days after the date set for the opening of the bids.

Respectfully submitted by:

\_\_\_\_\_

(A Corporation)

\_\_\_\_\_

(An Individual)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Bidder's E.I. Number)



## BID FORM

<b>Water and Electrical Supply Project</b>				
ITEM	UNIT	QTY	BID \$	TOTAL COST
<b>On-Site Investigation and Testing at Elsie Stephens Park</b>	LS	1		\$
<i>To be completed ASAP upon contract award</i>				
<b>System Design and Permitting</b>	LS	1	Total of Below >	\$
Elsie Stephens Park - Assuming Existing Well Casing Can be Re-Used	LS	1	\$	
River Hills Park	LS	1	\$	
Hayden Hills Park	LS	1	\$	
<i>Submit written description of proposed system on each park site</i>				
<b>Water Supply</b>	LS	1	Total of Below >	\$
Elsie Stephens Park - Assuming Existing Well Casing Can be Re-Used	LS	1	\$	
River Hills Park	LS	1	\$	
Hayden Hills Park	LS	1	\$	
<i>Submit written description of proposed system on each park site</i>				
<b>Power Supply</b>	LS	1	Total of Below >	\$
Elsie Stephens Park - Assuming Existing Power Supply Can be Re-Used	LS	1	\$	
River Hills Park	LS	1	\$	
Hayden Hills Park	LS	1	\$	
<i>Submit written description of proposed system on each park site</i>				
<b>BASE BID PROJECT TOTAL</b>				\$
<b>ALTERNATE PRICING</b>	LS	1		
Drilling of New Well at Elsie Stephens Park (if necessary)	LS	1		
New Power Supply at Elsie Stephens Park (if necessary)	LS	1		

**AFFIRMATIVE ACTION DECLARATION****PARKS IRRIGATION WATER AND ELECTRICAL SUPPLY PROJECT**  
Dayton, Minnesota

Please complete the questionnaire shown below and attach this completed and properly executed sheet to the bid proposal. This sheet along with the Affirmative Action Certificate (if applicable) must be submitted with the bid. Failure to do so may, at the City's discretion, cause the bid to be rejected. If, however, the bid is not rejected for your failure to attach these documents, the bid shall absolutely be rejected if you have not provided the said documents within seventy-two (72) hours after the City has deposited in the US Mail written demand therefore.

I hereby certify that I have reviewed the Affirmative Action requirements as set forth in the specifications and declare the following (must check one):

\_\_\_\_\_ We have fewer than twenty (20) employees and are therefore exempt from the Affirmative Action Requirement.

or

\_\_\_\_\_ We have attached a certified copy of our Affirmative Action Certification

or

\_\_\_\_\_ We do not have a Certificate.

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

Firm Name: \_\_\_\_\_

**AFFIDAVIT OF NON-COLLUSION****PARKS IRRIGATION WATER AND ELECTRICAL SUPPLY PROJECT  
Dayton, Minnesota****(Information Required of Bidder)**

I hereby swear (or affirm) under the penalty for perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its' behalf (if the bidder is a corporation);
2. That the attached bid or bids have been arrived at, by the bidder, independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That I have full informed myself regarding the accuracy of the statements made in this affidavit.

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

Firm Name: \_\_\_\_\_

Subscribed and sworn to before this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Bidder's E.I. Number: \_\_\_\_\_

(Number used on Employer's Quarterly Federal Tax Return, US Treasury Dept. Form #941)

**FORM OF AGREEMENT****PARKS IRRIGATION WATER AND ELECTRICAL SUPPLY PROJECT  
Dayton, Minnesota**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the

City of Dayton hereinafter called the "Owner" and \_\_\_\_\_ hereinafter called the "Contractor".

THIS AGREEMENT WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter stated, agrees as follows:

ARTICLE I. The Contractor hereby covenants and agrees to perform and execute all the provisions of the plans and specifications as prepared by Loucks Associates, Inc. and indicated below under Article IV, as provided by the Owner for: \_\_\_\_\_ and to do everything required by this agreement and the contract documents.

ARTICLE II. The Contractor agrees that the work contemplated by this contract shall be fully and satisfactorily completed in accordance with the provisions in Article 9 of the Supplemental Conditions of the Contract.

ARTICLE III. The Owner agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the conformed copy of Proposal Form hereto attached, which prices shall conform to those in the accepted Contractor's Proposal on file in the Office of the City of Dayton City Administrator the aggregate of which prices, based on the approximate schedule of quantities is estimated to be \$ \_\_\_\_\_. Monthly and final payment shall be made as provided in the City's Standard Specifications for Construction referred to herein.

ARTICLE IV. The contract documents shall consist of the following component parts:

1. Instruction for Bidders
2. Specifications
3. Special Provisions
4. Bid Proposal Form
5. Performance and Payment Bond
6. Plans and drawings which are attached to the specifications
7. Addenda No(s). \_\_\_\_\_.
8. This Agreement

Each and all of the aforementioned contract documents are hereby incorporated into this agreement by specific reference and the terms and provisions thereof are and constitute a part of this Agreement as though attached hereto or fully set forth herein.

## CERTIFICATE OF ACKNOWLEDGMENT

PARKS IRRIGATION WATER AND ELECTRICAL SUPPLY PROJECT  
Dayton, MinnesotaCERTIFICATE OF ACKNOWLEDGMENT BY CORPORATION  
(For use where Contractor is a corporation)STATE OF MINNESOTA)  
COUNTY OF HENNEPIN) SS  
CITY OF DAYTON)

On this day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_

and \_\_\_\_\_ to me known who, being by me duly sworn, did say that they

are respectively the \_\_\_\_\_ of \_\_\_\_\_  
that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was

executed in behalf of the corporation by authority of its Board of Directors, and said \_\_\_\_\_

\_\_\_\_\_ and \_\_\_\_\_  
acknowledged the instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public\_\_\_\_\_  
Full Name of Surety Company\_\_\_\_\_  
Home Office Address\_\_\_\_\_  
Name of Attorney-in-fact\_\_\_\_\_  
Name of Local Agency

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

\_\_\_\_\_  
Name of Agent affixing countersignature\_\_\_\_\_  
Address*MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate surety.*



## CERTIFICATE OF ACKNOWLEDGMENT

PARKS IRRIGATION WATER AND ELECTRICAL SUPPLY PROJECT  
Dayton, MinnesotaCERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL  
(For use where Contractor is individual or partnership)STATE OF MINNESOTA)  
COUNTY OF HENNEPIN) SS  
CITY OF DAYTON)

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared

\_\_\_\_\_, to me known to be the person described in and who executed the

foregoing bond, and acknowledge that he executed the same as \_\_\_\_\_ free act and deed.

(NOTARIAL SEAL)

\_\_\_\_\_  
Notary Public*MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate surety.*

**CONTRACTOR'S PERFORMANCE BOND**  
**PARKS IRRIGATION WATER AND ELECTRICAL SUPPLY PROJECT**  
Dayton, Minnesota

KNOW ALL PERSONS BY THESE PRESENTS, that \_\_\_\_\_

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_  
as Surety, hereinafter called Surety, are held and firmly bound onto

\_\_\_\_\_ as  
Obligee, hereinafter called OWNER, in the amount of

\_\_\_\_\_ Dollars (written), (\$ \_\_\_\_\_),  
for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and  
assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated \_\_\_\_\_, 2024 entered into a Contract with OWNER for  
\_\_\_\_\_ in accordance with Contract Documents

prepared by \_\_\_\_\_ which Contract is by reference made a part hereof, and is hereinafter  
referred to as the Agreement.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully  
perform said Agreement, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by OWNER.

Whenever CONTRACTOR shall be, and declared by OWNER to be, in default under the Agreement, the OWNER having performed  
OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by  
Surety of the lowest responsible Bidder, or if OWNER elects, upon determination by OWNER and the Surety jointly of the  
lowest responsible Bidder, arrange for a Contract between such Bidder and OWNER, and make available as work  
progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of  
completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract  
Price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set  
forth in the first paragraph hereof. The term "balance of the Contract Price", as used in this paragraph, shall mean the total  
amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, less the amount properly  
paid by the OWNER to CONTRACTOR.

No right of action shall accrue on this bond to or for the use of any person or corporation other than OWNER named herein or the  
heirs, executors, administrators or successors of OWNER.

**CONTRACTOR'S PERFORMANCE BOND**

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in \_\_\_\_\_ original counterparts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(CONTRACTOR)

Attest:

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

By

\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(SURETY)

Attest:

\_\_\_\_\_  
(Business Address)\_\_\_\_\_  
(Attorney in Fact)

Approved by OWNER:

By:

\_\_\_\_\_  
(Name)\_\_\_\_\_  
(Title)\_\_\_\_\_  
(Date)

NOTE: The Bond must be approved and the approval dated in every case. The title of the person signing must be indicated. Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.

**CONTRACTOR'S PAYMENT BOND****PARKS IRRIGATION WATER AND ELECTRICAL SUPPLY PROJECT**  
Dayton, Minnesota

KNOW ALL PERSONS BY THESE PRESENTS that \_\_\_\_\_

as Principal, hereinafter called CONTRACTOR, and \_\_\_\_\_

duly authorized and licensed to do business in the State of Minnesota, as Surety, hereinafter called Surety, are held

and firmly bound onto \_\_\_\_\_

as Obligee, hereinafter called OWNER, for the use and benefit of claimants as hereinafter provided in the amount of

\_\_\_\_\_ Dollars (written), (\$ \_\_\_\_\_), for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has by written Agreement dated \_\_\_\_\_, 2024

entered into a Contract with OWNER for \_\_\_\_\_

in accordance with Contract Documents prepared by \_\_\_\_\_  
which Contract is by reference made a part hereof, and is to contain in substance the following provisions:

CONTRACTOR shall pay all claims for labor performed and materials furnished, used or consumed in making the public improvement or performing the public work, including, without limitation because of specific enumeration, fuel, lumber, building materials, machinery, vehicles, tractors, equipment, fixtures, apparatus, tools, appliances, supplies, electric energy, gasoline, motor oil, lubricating oil, greases, premiums for worker's compensation insurance, and contributions for unemployment compensation.

The said written agreement, drawings, specifications, and amendments are hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION, is such that, if CONTRACTOR shall faithfully perform the said Contract and pay every person entitled thereto for all the claims for labor performed and materials furnished under the Contract to be used or consumed in making the public improvement or performing the public work as provided in the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. No assignment, modification or change of the Agreement, or change in the work covered thereby, or any extension of time for completion of the Contract shall release the Sureties on the bond.
2. Not later than one year after the completion of work under this Contract or such longer period of time as may be prescribed by law, or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any party in interest may maintain an action in his own name against CONTRACTOR and the Surety upon this bond for the recovery of any damages he may have sustained by reason of the failure of CONTRACTOR to comply with the Contract or with the Contract between CONTRACTOR and his Subcontractors. If the amount realized on this bond is insufficient to satisfy all claims of the parties in full, it shall be distributed among the parties pro rata.
3. IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in original counterparts this day of \_\_\_\_\_, 2024, the names of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

**CONTRACTOR'S PAYMENT BOND**

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument in original counterparts, under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 2024, the names and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Affix Corporate Seal)

\_\_\_\_\_  
(CONTRACTOR)

Attest:

\_\_\_\_\_  
(Business Address)\_\_\_\_\_  
(Title)By \_\_\_\_\_  
(Title)

(Affix Corporate Seal)

\_\_\_\_\_  
(SURETY)

Attest:

\_\_\_\_\_  
(Business Address)\_\_\_\_\_  
(Attorney in Fact)

Approved by OWNER:

By: \_\_\_\_\_  
(Name) (Title) (Date)

NOTE: The Bond must be approved and the approval dated in every case. The title of the person signing must be indicated. Certified copy of Power-of-Attorney of signatory agent for corporate Surety must be attached in every case where corporate Surety is procured. Date of Bond must not be prior to date of Contract.



**CONTRACTOR'S PAYMENT BOND**

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**SECTION 01100  
PROJECT NARRATIVE****PART 1. PROJECT DESCRIPTION**

This contract includes all work necessary to provide water and power necessary for well water supply for future underground irrigation systems at each of the park sites listed below. The project will be competitively bid, as required by City policy, and a single Contractor will be hired to complete the work scope as defined below.

**1.01 ON SITE INVESTIGATION AND TESTING**

The condition of the existing well at Elsie Stephens Park will require on-site investigation and testing to confirm it can be re-used in lieu of drilling a new well. Your RFQ should include a separate line item cost to complete that work which will be used to determine project scope.

**1.02 SYSTEM DESIGN & PERMITTING**

It is understood that much of this work is dependent on the system design requirements. Your RFQ response should include necessary design calculations and assumptions you are using to meet the stated project volume and pressure requirements. The new well project sites are fairly straightforward and require new electrical connections and new wells at both sites. The system design for Elsie Stephens Park will be highly dependent on the on-site investigation and testing to be completed upon contract award. System sketches, and proposed product data sheets, should accompany your RFQ response. Your design should include the following:

1. Well Size in Inches
2. Assumed Well Depth in Feet
3. Pump Motor Size in HP
4. Minimum Volume in GPM
5. Minimum Pressure in PSI

In addition, the Contractor should identify whether permitting applications and fees will be required for any (or all) of the proposed park sites. All correspondence, permit applications, and permit fees are to be included in your scope of work. Clearly state your assumptions in your RFQ response.

**1.03 WATER SUPPLY**

Available water sources vary for each park site. The three park sites in this RFQ will run on new or re-purposed wells. The selected Contractor shall provide the following:

1. Drilling of new wells sized to meet the volume and pressures listed for each site.
2. Metering as needed to meet MnDNR requirements
3. Threaded outlets at water source for connection to future irrigation system
4. Sealed wellhead with pressure relief valve and check valve
5. Backflow prevention as needed

**1.04 POWER SUPPLY**

The Contractor shall be responsible for any power connections from existing meter locations. Two of the park sites will have completely new power supplies. Power at Elsie Stephens Park is available at the existing wellhead. Power supplies shall include the following:

1. Any electrical necessary to run the wells and future irrigation system. We anticipate the well power needs will vary based on the required volume and pump size. The Contractor shall provide any design and calculations to prove the system will function as needed.
2. Main power supply shutoff switch
3. Any connections necessary to hook future irrigation to VFD
4. At least one (1) 120V duplex outlet for future irrigation controller operations
5. Lightning and surge protection per code

**1.05 PROJECT LOCATIONS**

The work will be performed at three different park sites. Each park site has nuances that affect the work required. A description of each site is as follows:

**1. Elsie Stephens Memorial Park**

This site overlooks the Mississippi River at 14430 River Road. This park has been undergoing recent multi-phased construction projects. An existing well is located just SW of the pergola above the performance area seating. The well was drilled by McApine Well in 1977 to a depth of 132 feet. The unique well number is #146053. The condition of the well is unknown but the City desires to re-use the well if possible. It is assumed a new well pump will be required regardless of whether the existing well can be used.

Proposed Water Source:	An existing well – research existing condition and viability OR New well if necessary
Approximate Irrigation Area:	1.00 Acres
Required Electrical:	Use existing power supply OR run new power to nearby panel
Required Water Volume:	30 GPM
Required Pressure:	30 PSI

**To re-use the well:**

- A. Test well for flow rate and sand content. If levels pass, continue with next steps. If not, seal well per State regulations.
- B. Wire brush well casing, airlift well to originally drilled bottom using steel pipe. Note sand content if the water does not clear up. Design system flow rate for sand free content (3 PPM or less).
- C. Dig at well to 8 feet below grade, cut off old pitless adapter, extend 4" well casing to 3 feet above surface with a welded joint or welded coupling.
- D. Install MAASS 4 x 1-1/4" pitless adapter 2-3 feet above grade
- E. Install air release, flow meter (if needed), Reduced Zone Backflow preventer (if needed), Rainbird blowdown valve, pressure gauge, pressure sensor, boiler drain, and pressure relief.
- F. Install Variable speed controller. Single or three phase power. If three phase, install a single to three phase conversion VFD since power here is single phase. Subdrive Connect or Franklin Sirius X-drive is preferred and must be in an outdoor rated enclosure.
- G. Engage a licensed electrician to provide power panel alterations, supply to VFD and supply from VFD to well head. Pump design must be approved by engineer and coordinated with electrician to ensure the proper power is available for the pump design. Power on site here is single phase, 208 or 230 volt.
- H. Terminate well head piping 8 inches below grade horizontally for irrigation contractor connection.
- I. Pump must be installed with in-line bleeder or hole drilled in the check valve of the pump.
- J. VFD Programming and relay connection to irrigation controller to be done by project contractor or subcontractor.

**To use a new well:**

- A. First drill new well. Test well for flow rate and sand content.
- B. Install MAASS 4 x 1-1/4" pitless adapter 2-3 feet above grade
- C. Install air release, flow meter (if needed), Reduced Zone Backflow preventer (if needed), Rainbird blowdown valve, pressure gauge, pressure sensor, boiler drain, and pressure relief.
- D. Install Variable speed controller. Single or three phase power. If three phase, install a single to three phase conversion VFD since power here is single phase. Subdrive Connect or Franklin Sirius X-drive is preferred and must be in an outdoor rated enclosure.
- E. Engage a licensed electrician to provide power panel alterations, supply to VFD and supply from VFD to well head. Pump design must be approved by engineer and coordinated with electrician to ensure the proper power is available for the pump design. Power on site here is single phase, 208 or 230 volt.
- F. Terminate well head piping eight (8) inches below grade horizontally for irrigation contractor connection.
- G. Pump must be installed with in-line bleeder or hole drilled in the check valve of the pump.
- H. VFD Programming and relay connection to irrigation controller to be done by project contractor or subcontractor.
- I. All drill fluid and cuttings must be hauled away from the site.

**2. River Hills Neighborhood Park**

This is another newly constructed neighborhood park located at 14695 River Hills Parkway. Irrigation will be focused on the park areas surrounding the playground and existing basketball court. A new well is proposed in the southeast corner of the property. Refer to the site plan for proposed well location.

Proposed Water Source:	A new 4" well
Approximate Irrigation Area:	1.00 Acres
Required Electrical:	A new metered connection to residential power grid
Required Water Volume:	30 GPM
Required Pressure:	80 PSI

The geology here points to a potential aquifer here from 58 feet to 93 feet in the sand and gravel. If the gravel layer is encountered with acceptable water supply, provide a sieve analysis of the gravel cuttings at the target depth and a designed screen 10 feet long with gravel pack from the bottom of the well to 10 feet above the screen. Steel casing should be used to avoid damage from maintenance machines (lawnmowers, etc.) The screen should be stainless steel V-wire wrapped and must be the same diameter as the well casing.

If acceptable water is not found from 58-93 feet, the St. Peter runs from 105 feet to 196 feet. This layer is soft from 105-145. This soft layer should be cased off to prevent sand pumping. If using the St. Peter aquifer, case 4" to 150-165 feet (5 feet into the harder stuff) and drill open hole to 196 feet or where very hard dolomite is found. Well depth should not drill past 185 to avoid a likely unacceptable Jordan layer.

For the new well:

- A. First drill new well. Test well for flow rate and sand content.
- B. Install MAASS 4 x 1-1/4" pitless adapter 2-3 feet above grade
- C. Install air release, flow meter (if needed), Reduced Zone Backflow preventer (if needed), Rainbird blowdown valve, pressure gauge, pressure sensor, boiler drain, and pressure relief.
- D. Install Variable speed controller. Single or three phase power. If three phase, install a single to three phase conversion VFD since power here is single phase. Subdrive Connect or Franklin Sirius X-drive is preferred and must be in an outdoor rated enclosure.
- E. Engage a licensed electrician to provide power panel alterations, supply to VFD and supply from VFD to well head. Pump design must be approved by engineer and coordinated with electrician to ensure the proper power is available for the pump design. Power on site here is single phase, 208 or 230 volt.
- F. Terminate well head piping 8 inches below grade horizontally for irrigation contractor connection.
- G. Pump must be installed with in-line bleeder or hole drilled in the check valve of the pump.
- H. VFD Programming and relay connection to irrigation controller to be done by project contractor or subcontractor.
- I. All drill fluid and cuttings must be hauled away from the site.



**3. Hayden Hills Neighborhood Park**

This newly constructed park site sits on the former Hayden Hills Golf Course at 15510 Pineridge Way North. The majority of the park play areas will be irrigated. A new well is proposed in the southeast corner of the property. Refer to the site plan for proposed well location.

Proposed Water Source:	A new 6" well
Approximate Irrigation Area:	4.00 Acres
Required Electrical:	A new metered connection to residential power grid
Required Water Volume:	80 GPM
Required Pressure:	80 PSI

The majority of neighboring private wells in this area are 100-140 feet deep and screened in the gravel. It is assumed to achieve 80 GPM, the well will need 15 feet of screen with gravel pack installed from the bottom of the well to 10 feet above the screen. The gravel pack and screen requirements should be designed based on the sieve analysis.

If the gravel layer proves unsatisfactory, a deeper well into a firm Jordan layer is most likely. A change order would be required in this instance. Any proposed change order must first be discussed with the City and approved prior to moving forward with a different well scenario.

For the new well:

- A. Apply for a DNR well appropriations preliminary approval.
- B. Drill a 10" or 12" borehole to 100-160 feet looking for gravel and taking samples of the target aquifer every 5 feet.
- C. If 20 feet or more of sand or gravel are present, take samples and perform a sieve analysis. If the sieve analysis is adequate, install designed screen and gravel pack at target depth. The screen should be the same diameter as the well casing and 15 feet long. Gravel should be installed from the bottom of the borehole to ten feet above the top of the screen.
- D. Grout well in place with neat cement, develop well, and test for performance and sand content.
- E. Install a MAASS 6J2 pitless adapter 2'-3' above grade on casing.
- F. Install air release, meter (if needed), Reduced Zone Backflow preventer (if needed), Rainbird blowdown valve, pressure gauge, pressure sensor, boiler drain, and pressure relief.
- G. Terminate well head piping 8 inches below grade horizontally for irrigation contractor to connect to.
- H. Install 3 phase pump. Install pump on drop pipe with in-line bleeder or drill a hole in the check valve for slow drain back. Install a vented, bug proof well cap with a conduit connection.
- I. Install an outdoor rated VFD capable of single to three phase conversion. Assume 10HP 230 Volts for demand. Outdoor controller must be elevated 3' off the ground to avoid high snow levels.
- J. VFD programming and relay connection to irrigation controller to be done by project contractor or subcontractor.
- K. All drill fluid and cuttings must be hauled away from the site.

**1.06 MATERIALS**

The materials selected for this project shall be as follows (or approved equals):

- A. **PUMPS**
  - Product: Grundfos or approved equal
  - Model: TBD pending volume and pressure needs
  - HP Rating: TBD pending volume and pressure needs
  - Material: All stainless steel components
  - Drive: Variable Frequency Drive (VFD)
  - Warranty: Five year warranty
- B. **WELL CASING**
  - Product: Steel schedule 40 pipe
  - Size: 4" Minimum – 6" Maximum
- C. **ELECTRICAL COMPONENTS**
  - Product: Franklin or approved equal
  - Model: TBD pending system design



- 1.07 **CONSTRUCTION CONFERENCE**  
No pre-construction conference will be held, but we encourage interested contractors to review the site conditions in person. The park sites are open for visiting during daylight hours.
- 1.08 **BID FORM**  
All bids shall be submitted on the bid form included in this set of documents. The contractor shall submit unit pricing and total cost for each line item. If significant discrepancies are found in the estimated quantities, please notify the landscape architect as soon as possible and an addendum will be issued. If not noted on the bid form, or addressed via addenda, the quantities are assumed correct. Minor variation in quantities will not change your total cost or payment.
- 1.09 **DEADLINE FOR BIDDING**  
All bids should be received by the deadline indicated on the Advertisement for Bids. Partial bids are not allowed nor expected for this project. The City intends to award only one comprehensive contract for the work. Completed bids should be submitted in person, or electronically, to the following individual:  
  
**Dayton Parks Department**  
Attn: Marty Farrell – Director of Public Works  
Dayton City Hall  
12260 South Diamond Lake Road  
Dayton, MN 55327  
[mfarrell@cityofdaytonmn.com](mailto:mfarrell@cityofdaytonmn.com)
- 1.10 **CONTRACT AWARD**  
A single general contract will be awarded as quickly as possible following receipt, and review, of the bids. The successful contractor will be contacted by phone and contracts will be developed between the successful bidder and the City.
- 3.01 **PERMITS & INSPECTIONS**  
The Contractor is responsible for obtaining and paying for all permits and inspections necessary to complete the work as identified in the Construction Documents.
- 1.11 **CONSTRUCTION SCHEDULE**  
Work for this project should begin as soon as possible after award by the City. The schedule for completion is flexible and may extend into 2025 if necessary. Ideally, the work would be completed by December 31st, 2024. However, if necessary to extend into 2025, work must be complete by May 1st, 2025.
- 1.12 **ALLOWABLE WORK SCHEDULE**  
Work hours for this contract will be from 7 am to 7 pm Monday thru Friday. Work MAY be performed on the weekends if approved by the City with advance approval.
- 1.13 **QUALITY ASSURANCE**  
Installer: Company specializing in performing work of this Section with a minimum of three [3] years experience. Products requiring electrical connection will be listed and classified by UL as suitable for indicated conditions of use.
- 1.14 **COMPLIANCE TO FEDERAL, STATE, LOCAL LAWS**  
Submitting Respondents agree to comply with all applicable federal, state and local laws, statutes, rules, and regulations. This Bid Request, and any resulting Contract, shall be construed and governed by the laws of the State of Minnesota.
- 1.15 **PREVAILING WAGES**  
A. This project is NOT subject to the Minnesota Prevailing Wage Act as defined in Minnesota Statutes 177.41 through 177.44. Questions regarding the rules and regulations can be submitted to:  
  
**Minnesota Department of Labor and Industry**  
443 Lafayette Road N.  
St. Paul, MN 55155  
Phone: 651-284-5091  
Email: [dli.prevwage@state.mn.us](mailto:dli.prevwage@state.mn.us)
- 1.16 **STAKING AND LAYOUT**  
The Contractor is responsible for any staking required to build the proposed improvements, but none is expected.

**1.17 MEASUREMENT AND PAYMENT**

Payments for construction work will be made upon successful completion of the work. Payment of materials will be considered only if approved and delivered to the site. The Contractor is responsible for submitting proof of completed work. Payment for work and materials will be lump sum per the bid form. The Contractor should note any quantity discrepancies found on the bid form if they are different than estimated. Unit prices shall be supplied in the event increases to certain line items are desired. It is expected the project duration will be

**1.18 TESTING**

The City reserves the right to test products or materials used on the project if there is any question as to quality or durability of the product. Any testing will be paid by the City. Failing tests will require complete removal and replacement of affected products.

**1.19 CLEANING & PROJECT CLOSEOUT**

The Contractor shall be responsible for thoroughly cleaning all areas of the job site affected by the work before final acceptance will be granted. Remove and dispose off-site all construction debris.

**PART 2. SITE INFORMATION****2.01 ACCESS**

- A. Access to the job sites shall be as discussed in the Pre-Construction meeting. Convenient access is available to each site, but the Contractor is responsible for field verifying access points and notifying the landscape architect if any difficulties are present.
- B. No disruption shall occur on private property or outside the limits of work as shown on the plans. Any damage outside these limits will be asked to cease and will be repaired and/or replaced by the Contractor at no additional cost to the City.
- C. Care must be taken to avoid any damage to neighboring properties. Any damage shall be immediately brought to the attention of the project manager and repaired or replaced at no additional cost to the Owner.
- D. All of the Contractor's operations and storage of materials and equipment shall be confined to areas within the construction limits.

**2.02 PROTECTION OF EXISTING SITE FEATURES**

All work for this project is within the limits of property controlled by the City of Dayton and the project areas are relatively free from built improvements that could be damaged. However, any damage to existing features shall be immediately brought to the Owner's attention for recommendations on repairing or replacement. Damage shall be remedied by the Contractor at no additional cost to the Owner.

**2.05 PROJECT CONDITIONS**

Contractor shall keep construction debris to a minimum during the construction process. Periodically clean job site to facilitate a safe, efficient work environment. Clean debris or spills as soon as possible. All of the Contractor's operations and storage of materials and equipment shall be confined to areas within the roads bordering the project site.

**2.03 TRAFFIC & PARKING CONTROL**

Construction activities shall not interfere with access to the site. Entrances and drives used by the public shall be maintained in safe operating condition and shall be kept free and clear of the contractor's equipment, materials and debris.

**PART 3. LICENSING, CONTRACT, AND INSURANCE REQUIREMENTS****3.02 LICENSING**

The Contractor shall be a licensed contractor in the State of Minnesota and be covered by insurance that meets the following requirements:

**3.03 COMPLIANCE TO FEDERAL, STATE, LOCAL LAWS**

Submitting respondents agree to comply with all applicable federal, state and local laws, statutes, rules, and regulations. This RFP and any resulting Contract shall be construed and governed by the laws of the State of Minnesota.

## 3.04 CONTRACTOR'S INSURANCE REQUIREMENTS

- A. The limits of liability for the insurance required by Paragraph 5.02 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations. Limits may be provided by a combination of primary and excess liability policies or through a single policy. If the limits are provided by a combination of primary and excess liability policies, then the excess or umbrella liability coverages shall include commercial general, comprehensive automobile, and employer's liability and shall provide coverage at least as broad as the underlying policies.
1. Workers' Compensation:
    - (a) State: Statutory
    - (b) Applicable Federal: Statutory
    - (c) Employer's Liability:
      - (i) Bodily Injury by Accident: \$500,000 each accident
      - (ii) Bodily Injury by Disease: \$500,000 policy limit
      - (iii) Bodily Injury by Disease: \$500,000 each employee
  2. Comprehensive or Commercial General Liability:
    - (a) Combined Single Limit:
      - (i) Premises/operations: \$1,000,000 each occurrence
      - (ii) Products/completed: \$1,000,000 each occurrence
      - (iii) Operations: \$2,000,000 annual aggregate
      - (iv) Personal Injury: \$1,000,000 each occurrence
- B. Policies shall include premises/operations, products, completed operations, independent contractors, explosion, collapse, underground hazards, broad form contractual, personal injury with employment contractual exclusions deleted, and broad form property damage.
- (a) If policies are written on a Commercial General Liability form, the General Aggregate shall be at least two times the 'each occurrence' limit or be written on a "per project" basis.
  - (b) If policies are written on a 'claims made' form, the certificate should so specify and policies shall continue in force for one year following completion of the project. The retroactive date of the policy must be no later than the date of the Agreement.
  - (c) If policies are written for split limits, limits shall be equal for bodily injury and property damage liability.
2. Comprehensive Automobile Liability (including owned, hired, and non-owned vehicles):
- (a) Combined Single Limit:
    - (i) Bodily Injury and Property Damage: \$1,000,000 each accident
  - (b) If policies are written for split limits, limits shall be equal for bodily injury per person, bodily injury per accident and property damage.
- C. All policies shall provide that the CONTRACTOR agrees to waive all rights of subrogation against the OWNER, the ENGINEER, and their subconsultants, employees, officers and directors, for WORK performed under the Agreement. Endorsements shall be provided with certificates of insurance.
- D. All policies shall also specify that the insurance provided by the CONTRACTOR will be considered primary and not contributory to any other insurance available to the OWNER or ENGINEER.
- E. All policies except Workers' Compensation and Builders Risk shall name the OWNER, ENGINEER, their consultants, subconsultants, and their officers, directors, agents and employees as additional insureds. The Builders Risk insurance shall name the CONTRACTOR, OWNER, and ENGINEER as named insureds.
- F. All policies shall provide for thirty days notice prior to any cancellation, reduction in coverage or nonrenewal.
- G. The deductible or self insured retention on Comprehensive or Commercial General Liability shall not be greater than \$2,500. Deductibles on Builders Risk coverage shall not be greater than \$25,000 for flood or \$100,000 for earthquake coverage. All deductibles are the responsibility of the CONTRACTOR.

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**SECTION 00-7200  
CONDITIONS OF THE CONTRACT**

**PART 1. DEFINITIONS****1.01 CONTRACT DOCUMENTS**

The contract documents consist of the following, including all addenda issued prior to the opening of bids and modifications issued after execution of the contract:

- A. Bid Documents (Advertisement, Information to Bidders, Proposal and Bid Security);
- B. Agreement;
- C. Performance and Payment Bond;
- D. Project Specifications and Special Provisions thereof;
- E. Conditions of the Contract (General, Supplementary and other Conditions); and
- F. Drawings.

**1.02 CONTRACT**

The contract documents form the contract. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

**1.03 CONSULTANT**

The Consultant is the authorized representative of the Owner, as named in the contract documents.

**1.04 OWNER**

The Owner is the City of Dayton.

**1.05 CONTRACTOR**

The Contractor is the person, entity or authorized representative thereof named in the contract documents to construct the project pursuant to plans and specifications.

**1.06 SUBCONTRACTOR**

The subcontractor is any person or other entity acting for, or on behalf of, the Contractor in performing any part of the contract.

**1.07 PROPOSAL**

The proposal is the offer of a bidder to perform the work described in the bid documents when made out and submitted on the prescribed proposal form, properly signed and secured.

**1.08 BID SECURITY**

The bid security, where required by the advertisement or information to bidders, is a cashier's or certified check, cash or bid bond accompanying the proposal submitted by the bidder, pledging that the bidder will enter into an agreement with the Owner for the carrying out of the work, should the contract for the work be awarded to him.

**1.09 AGREEMENT**

The agreement is the written contract between the Owner and Contractor covering the performance of the work described in the contract documents. Other contract documents are attached to the agreement.

**1.10 PERFORMANCE AND PAYMENT BOND**

The performance and payment bond is the approved form of security furnished by the Contractor and their surety prior to the execution of the agreement as a pledge of good faith on the part of the Contractor, and the surety in the event of the Contractor's default, covering the Contractor's faithful performance under the contract documents and the payment of all obligations arising there under. The terms and conditions of said bond are governed by M.S.A. Section 574.26 et. seq. and amendments thereto.



**1.11 BIDDER**

A bidder is an individual or other entity submitting a proposal for the advertised work.

**1.12 SURETY**

A surety is the person or other entity executing the Contractor's performance and payment bond.

**1.13 SPECIFICATIONS**

The specifications consist of the construction document titled Project Manual.

**1.14 DRAWINGS**

The drawings are all plans, drawings or reproductions of drawings issued by the Consultant pertaining to the work and provided for in the contract documents.

**1.15 WRITTEN NOTICE**

Written notice shall be deemed to have been served if delivered in person or sent by registered or certified mail to the individual or other entity or to the last known business address of such individual or entity. It shall be the duty of each party to advise the other parties to the agreement as to any change in the business address until completion and acceptance of the work.

**1.16 ACTS OF GOD**

An Act of God is an unusual, extraordinary and sudden manifestation of the forces of nature, uncontrolled and uninfluenced by the power of man and without human intervention, which could not under normal circumstances have been anticipated or expected. Ordinary, expectable, and gradual weather conditions of normal intensity for the locality shall not be considered as an Act of God and the Owner or Consultant shall not be liable to the Contractor for damage to the work resulting there from.

**PART 2. BIDDING REQUIREMENTS****2.01 PROPOSAL FORMS**

The Owner will furnish proposal forms to any qualified bidder upon request.

**2.02 INTERPRETATION OF PLANS, SPECIFICATIONS AND WORK SITE**

The quantities appearing in the proposal shall be used as the basis of calculation for comparison of proposals. The scheduled quantities are to be considered approximate only and may be increased, decreased or omitted as provided in Section 9.4.

**2.03 EXAMINATION OF PLANS, SPECIFICATIONS AND WORK SITE**

Each bidder is required to examine carefully the site of the work, the proposal forms, specifications and forms. Submission of a proposal shall be considered evidence that the bidder has made such examination and that he has familiarized himself with the conditions to be encountered, the character, quality and quantity of work to be performed and material to be furnished and the requirements of these contract documents.

**2.04 ADDENDA**

Any addenda issued by the Owner or Consultant prior to the time of receipt of proposals or prior to the date set for opening of proposals, shall be included in the proposal and shall be made part of the contract documents. Receipt of each addendum shall be acknowledged by the bidder in their proposal.

**2.05 PREPARATION OF BID**

The bidder shall submit their proposal in duplicate on the proposal forms provided by the Owner. All blank spaces in the proposal must be filled in clearly and correctly in ink or typewritten. Any interlineations, alteration or erasure must be initialed by the signer of the proposal. The proposal shall be signed in ink by the individual or authorized representative making the proposal.

**2.06 RESERVATION AND/OR EXCEPTIONS**

Reservations or exceptions shall be clearly stated in writing and attached to the proposal. They will be deemed to be a part of and incorporated into the proposal. Bidders are advised that if such reservations or exceptions constitute a substantial deviation from the advertised terms and conditions, their proposals may be rendered non-responsive. The bidder shall make no additional stipulations on the proposal nor qualify it in any other manner.

**2.07 BID SECURITY**

If so stipulated in the advertisement or invitation to bid, each proposal shall be accompanied by a bid security in the required form and amount pledging that the bidder will enter into a contract with the Owner on the terms stated in their proposal and will, if required, furnish bonds as described hereunder in Section 8.3 covering the faithful performance of the contract and the payment of all obligations arising there under. Should the bidder refuse to enter into such contract or fail to furnish such bond, if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The Owner will have the right to retain the bid security of bidders until either (a) the contract has been executed and bonds, if required, have been furnished or (b) the specified time has elapsed for proposals to be withdrawn, or (c) all proposals have been rejected.

**2.08 DELIVERY OF PROPOSAL**

Each proposal shall be placed in an opaque envelope and securely sealed. The envelope shall be so marked as to indicate the name and address of the bidder, the type of work and the project designation. If mailed, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. All proposals shall be in the office of the designated recipient before the time set for bid opening.

**2.09 OPENING OF PROPOSALS**

Proposals will be opened publicly and read aloud at the time, date and place designated in the advertisement.

**2.10 EVALUATION OF PROPOSALS**

The Owner reserves the right to reject any proposal if it shows any omissions, alterations, irregularities, is submitted subsequent to the opening of the first proposal, or is unaccompanied by any required bid security. The bidder further acknowledges the right of the Owner to reject all proposals and re-advertise with the same or different bid documents. In any event, the Owner reserves the right to waive any informalities, irregularities or minor deviations in the proposal. Comparison of proposals will be made on the basis of the stated unit prices and unit prices will control in the event of a discrepancy between the unit price and the extension or summation thereof.

**2.11 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, each bidder certifies that:

- A. The prices in the proposal have been arrived at independently, without consultation, communication or agreement as to any matters relating to such prices with any other bidder or with any competitor for the purpose of restricting competition;
- B. The prices which have been quoted in the proposal have not been or will not be knowingly disclosed to any other bidder or competitor prior to the opening of the proposals;
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**PART 3. AWARD AND EXECUTION OF THE CONTRACT****3.01 AWARD OF THE CONTRACT**

When the proposal of the lowest responsible bidder is accepted, and within 30 days after opening, the Owner will send him the necessary contract documents and a notice that the contract has been awarded to him, subject to the furnishing of a performance and payment bond, where required.

**3.02 PERFORMANCE AND PAYMENT BOND**

Where required and prior to or at the time of the execution of the agreement the bidder determined to be the lowest responsible bidder shall furnish a public Contractor's bond as required by M.S.A. Section 574.26 et. seq. and amendments thereto. The successful bidder is required to use the performance and payment bonds included in the bid documents.

**3.03 EXECUTION OF AGREEMENT**

The lowest responsible bidder shall, within 15 days after receiving the notice of award, sign the agreement contained in the contract documents and return the signed agreement and other contract documents to the Owner. No proposal will be considered as binding on the Owner until the contract has been approved and executed by all parties.

**3.04 FAILURE TO EXECUTE AGREEMENT**

Upon the failure of the lowest responsible bidder to furnish an acceptable bond, where required, or to execute the agreement within the time above specified, the Owner may have the option to annul the award and retain the bid security accompanying the bid as liquidated damages and not as a penalty. This shall not be the sole remedy of the Owner but upon default by the bidder the Owner may adopt any legal remedy which it may see fit to adopt.

**3.05 RETURN OF BID SECURITY**

All bid securities, except that of the lowest responsible bidder, will be returned within 30 days after the date of the opening of proposals. The bid security of the lowest responsible bidder will be returned upon receipt of the properly executed agreement and bond.

**PART 4. DRAWINGS, SPECIFICATIONS, & RELATED DATA****4.01 INTENT OF DRAWINGS AND SPECIFICATIONS**

The intent of the drawings and specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the drawings and described in the specifications and all incidental work considered necessary to complete the project in an acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

**4.02 ORDER OF PRECEDENCE**

If there be a conflict between or among any of the terms or provisions of the Contract Documents, the following order of precedence shall apply:

- A. Agreement
- B. Project Specifications and Special Provisions thereof
- C. Conditions of the Contract (general, supplementary and other conditions)
- D. Drawings
- E. Bid Proposal

**4.03 DISCREPANCIES**

Any ambiguity or discrepancy in the drawings and specifications, no matter how seemingly insignificant to the Contractor shall be brought immediately to the attention of the Consultant for clarification. Any Contractor who fails to bring any ambiguity or discrepancy of which it was or should have been aware, shall assume the risk of loss



because of, and shall be allowed no claim for the misinterpretation of the drawings and specifications contrary to the intended interpretation of the Consultant.

#### 4.04 ADDITIONAL INSTRUCTIONS

Further or additional instructions may be issued by the Consultant during the progress of the work by the use of drawings or other means to clarify the contract documents or to explain or illustrate changes in the work to be done.

#### 4.05 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED

Except as provided for otherwise, two (2) full size copies of drawings and specifications shall be furnished to the Contractor without charge. Any additional copies requested by Contractor shall be furnished upon payment of charges made at the prevailing rate charged by the Owner.

#### 4.06 DRAWINGS AND SPECIFICATIONS AT JOB SITE

One complete set of all drawings and specifications, addenda, approved shop drawings, change orders and other modifications shall be maintained by Contractor at the job site and shall be available to the Consultant at all times.

#### 4.07 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS

All drawings and specifications and copies thereof and other data furnished by the Consultant are and shall remain their property. They are to be used only with respect to this project and are not to be used on any other project. Said documents are to be returned or suitably accounted for to the Consultant on request at the completion of the work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the project is not to be construed as publication in derogation of the Consultant's common law copyright or other reserved rights.

#### 4.08 DIMENSIONS

Figured dimensions on the plans will be used in preference to scaling the drawings. Where the work of the Contractor is affected by dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility.

#### 4.09 SAMPLES

All samples called for in the specifications or required by the Consultant shall be furnished by the Contractor and shall be submitted to the Consultant for their approval. Samples shall be furnished so as not to delay the project. The Contractor shall furnish such samples of material as may be required for examination and testing. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided for in the specifications.

#### 4.10 PRODUCT DATA

Product data are illustrations, standard schedules, performance charts, instruction, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the work.

#### 4.11 SHOP DRAWINGS

- A. The Contractor shall provide shop drawings, settings, schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the drawings, specifications or Consultant's instructions. Deviations from the drawings and specifications shall be called to the attention of the Consultant at the time of the first submission of shop drawings and other drawings for approval. The Consultant's approval of any drawings shall not release the Contractor from responsibility for such deviations.
- B. Shop drawings shall be promptly submitted by the Contractor after he has reviewed, checked and approved the data to determine that they are in harmony with the requirements of the project and with the provisions of the contract documents and after he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. In submitting the shop drawings, the Contractor is certifying that the work represented by the shop drawings is recommended by the Contractor.

C. Shop drawings shall be submitted according to the following schedule:

1. Three (3) copies shall be submitted with reasonable promptness and in such sequence as to prevent delay of the work.
2. The Consultant shall, within 14 days of the submittal of any shop drawings, return one copy to the Contractor marked with corrections and changes.
3. The Contractor shall then promptly correct the shop drawings to conform to the corrections and changes requested by the Consultant.
4. Following completion of such corrections and changes, the Contractor shall promptly furnish the Consultant two copies of the shop drawings conforming to the required corrections and changes.

4.12 QUALITY OF EQUIPMENT AND MATERIALS

- A. In order to establish standards of quality, the Consultant, in the specifications, has referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design unless otherwise specifically stated in the specifications or special provisions.
- B. The Contractor shall furnish the complete list of proposed desired substitutions prior to executing the agreement, together with such engineering and product data as the Consultant and Owner may require.
- C. The Contractor shall abide by the Owner's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the general Contractor and not by individual trades or material suppliers. The Owner will review proposed substitutions and make their recommendations in writing within a reasonable time.

4.13 FURNISHING OF PRODUCT DATA

- A. The Contractor shall furnish one copy of complete product data for every manufactured item of equipment and all components to be used to perform the work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type.
- B. This data shall be compiled by the Contractor and reviewed by the Consultant before any of the equipment is ordered.
- C. All data shall be indexed according to specification section and paragraph for easy reference.
- D. After review, this data shall become a part of the contract, and may not be deviated from except upon written approval of the Consultant.
- E. Product data for equipment reviewed by the Consultant does not in any case supersede the contract documents. The review of the Consultant shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the Consultant's attention to such deviations at the time of furnishing said data. Nor shall such review relieve the Contractor from responsibility for errors of any sort in the items furnished. The Contractor shall check the work described by the product data with the contract documents for deviations and errors.
- F. It shall be the responsibility of the Contractor to ensure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the drawings and specifications.
- G. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment so as to allow for proper operation and to be in harmony with the intent of the drawings and specifications, and to make all changes in the work required by the different arrangement of connections.



- H. Product data shall be promptly submitted by the Contractor after he has reviewed, checked and approved the data to determine if they are in harmony with the requirements of the project and with the provisions of the contract documents and after he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. In submitting the product data, the Contractor is certifying that the work represented by the data is recommended by the Contractor.

#### **PART 5. CONSULTANT-OWNER-CONTRACTOR RELATIONS**

##### **5.01 CONSULTANT'S RESPONSIBILITY AND AUTHORITY**

- A. The Consultant and Owner shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of drawings and specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.
- B. Claims, disputes, disagreements, or other matters in question between the Contractor and the Owner relating to the execution or progress of the work or the interpretation of the contract documents shall be referred initially to the Consultant for decision which he will render in writing within a reasonable time.

##### **5.02 OBSERVATION OF WORK**

All materials and each part or detail of the work shall be subject at all times to observation by the Consultant and the Owner, and the Contractor will be responsible for strict adherence to the true intent of the specifications in regard to quality of materials, workmanship, and the diligent execution of the work. Such observations may include mill, plant, or shop inspection, and any material furnished under these specifications is subject to such observation. The Consultant shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make their observations and construction review.

##### **5.03 CONTRACTOR'S SUPERINTENDENT**

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

##### **5.04 ASSIGNMENT OF CONTRACT**

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

##### **5.05 SUSPENSION OF WORK**

- A. The Owner or Consultant 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 the work, or failure on the part of the Contractor to carry out the provisions of the contract or to supply materials meeting the requirements of the specifications.
- B. Said suspension shall be effective provided the Owner gives the Contractor three (3) days written notice of suspension. The Contractor shall resume the work within ten (10) days after notice to resume work is given by the Owner to the Contractor.

**5.06 OWNER'S RIGHT TO CORRECT DEFICIENCIES**

Where it is not an emergency and upon failure of the Contractor to perform the work in accordance with the contract documents, including any requirements with respect to the schedule of completion, and after five (5) days written notice to the Contractor, the Owner may, without prejudice to any other remedies he may have, correct such deficiencies. In the case of an emergency the Owner shall have the right to correct the defective work immediately with payment pursuant to Section 10.13.

**5.07 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK**

- A. If the Contractor defaults or neglects to carry out the work in accordance with the contract documents, the Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days written notice of termination to the Contractor. 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. Tools and equipment are defined as those items included in the proposal form and are not intended to be construed as being the Contractor's equipment used for installation purposes.
- B. It may be considered a default at the sole discretion of the Owner if the Contractor shall:
1. File a petition in bankruptcy, attempt a reorganization under the bankruptcy laws, become insolvent, make a general assignment for the benefit of their creditors, or if a trustee or receiver be appointed;
  2. Disregard or violate the provisions of the contract documents, laws, regulations or orders of any public body having jurisdiction or fail to prosecute the work according to the agreed schedule of completion, including extensions thereof; or
  3. Fail to provide a competent superintendent, workmen or subcontractor, or proper materials, or fail to make prompt payments thereof.

**5.08 CONTRACTOR'S RIGHT TO SUSPEND OR TERMINATE CONTRACT**

- A. The Contractor may suspend the work or terminate the contract after giving ten (10) days written notice to the Owner and the Consultant due to the occurrence of any one of the following:
1. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the Contractor or any of their employees;
  2. If the Consultant should fail to act upon any request for payment within 20 days after it is presented in accordance with the conditions of the contract;
  3. If the Owner should fail to act upon any request for payment within 30 days after its approval by the Consultant; or

**5.09 RIGHTS OF VARIOUS INTERESTS**

Wherever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by agreement to secure the completion of the various portions of the work in general harmony.

**5.10 SEPARATE CONTRACTS**

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

**5.11 SUBCONTRACTS**

- A. Unless otherwise specified in the contract documents, the Contractor shall, upon receipt of the executed contract documents, submit in writing to the Owner the names of all subcontractors proposed for the work. Subcontractors may not be changed except at the request or with the consent of the Owner.
- B. The Contractor is responsible to the Owner for the acts and omissions of their subcontractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of their employees.
- C. The contract documents shall not be construed as creating any contractual relation between the Owner, the Consultant and any subcontractor.
- D. The Contractor agrees to bind every subcontractor and every subcontractor agrees to be bound by the terms of the contract documents as far as applicable to their work.
- E. For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Consultant an arbiter to establish limits to the contracts between Contractor and subcontractors.

**5.12 WORK DURING AN EMERGENCY**

- A. In any emergency affecting the safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss. In all cases, he shall as soon as practicable, notify the Owner of the emergency and he shall not wait for instructions before proceeding to protect both life and property.
- B. Any additional compensation or extension of time claimed by the Contractor on account of said emergency work shall be determined under Section 10.10.

**5.13 ORAL AGREEMENTS**

Verbal orders and suggestions as to the performance of the work may be given from time to time by the Consultant, or by other representatives of the Owner. However, when in the opinion of the Contractor, such verbal orders or suggestions entitle him to a change in contract price or time or both, he must request a change order from the Owner. No verbal order or suggestion of any representative or employee of the Owner, or of any other person, shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, material, or other items pertaining to such work, or for damages or any other expenses incurred because of the Contractor's compliance therewith.

**5.14 NONDISCRIMINATION IN EMPLOYMENT**

- A. For work under this contract the Contractor must agree:
  - 1. That in the hiring of common or skilled labor for the performance of any work under this contract or any subcontract hereunder, no Contractor, material supplier or vendor shall, by reason of race, creed, color or national origin, discriminate against the person or persons who are qualified and available to perform the work to which such employment relates.
  - 2. That no Contractor, material supplier or vendor shall, in any manner, discriminate against or intimidate or prevent the employment of any person or persons, or on being hired, prevent or conspire to prevent any person or persons from the performance of the work under this contract on account of race, creed, color or national origin.
  - 3. Violation of this section shall be cause for cancellation or termination of this contract.



**PART 6. AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS****6.01 LANDS BY OWNER**

The Owner shall provide, not later than the date specified in the construction schedule as approved by the Consultant, the lands shown on the drawings upon which the work under the contract is to be performed. The Owner shall also provide rights-of-way for access thereto. Any delay in furnishing these lands by the Owner shall be deemed proper cause for consideration of adjustment in the time of completion.

**6.02 LANDS BY CONTRACTOR**

Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine their apparatus and storage of materials and operation of their workmen to those areas described in the drawings and specifications and such additional areas which he may provide at their expense. The Contractor shall notify the Consultant in writing of those lands provided at their expense.

**6.03 PRIVATE PROPERTY**

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

**6.04 SURVEYS AND STAKES**

Unless otherwise specified, the Consultant retained by the Owner shall establish all points of reference including staking for proposed work. Based upon the information provided by the Consultant, the Contractor shall develop and make all detail surveys necessary for construction, including laser, and other working points, lines and elevations. The Contractor shall be responsible for carefully preserving bench marks, reference points and stakes, and, in the case of destruction thereof resulting from their negligence or otherwise, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

**6.05 UTILITIES**

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

**PART 7. MATERIALS AND WORKMANSHIP****7.01 MATERIALS FURNISHED BY CONTRACTOR**

- A. All materials used in the work shall be new unless otherwise provided for in the contract documents, shall meet the requirements of the specifications, and shall not be incorporated into the work until reviewed by the Consultant.
- B. Unless otherwise specifically indicated in the contract documents, all materials necessary for the proper execution of the work shall be furnished and paid for by the Contractor, whether temporary or not and whether incorporated into the work or not.

**7.02 MATERIALS FURNISHED BY OWNER**

- A. Materials specifically indicated shall be furnished by the Owner. Before incorporating any of the materials into the work, the Contractor shall inspect the materials so furnished by the Owner. If the Contractor discovers any defects in material furnished by the Owner, he shall notify the Consultant.
- B. Unless otherwise noted or specifically stated, materials furnished by the Owner are to be delivered to the site. The Contractor shall unload and properly protect all such materials from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

**7.03 STORAGE OF MATERIALS**

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

**7.04 CONDUCT OF WORKMEN**

The qualifications and conduct of workmen shall be in accordance with Mn/DOT Specification 1802.

**7.05 REJECTED WORK AND MATERIALS**

- A. All materials, whether furnished by the Owner or Contractor, which do not conform to the requirements of the contract documents, or which are not equal to samples or other product data reviewed by the Consultant, or which are in any way unsatisfactory to the Owner or unsuited to the purpose for which they are intended, shall be rejected. 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 Owner, and the work shall be re-executed by the Contractor. The fact that the Consultant may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- B. Should the Contractor fail to remove rejected work or materials within (10) days after written notice to do so, the Owner may remove them and may store the materials.
- C. Correction of faulty work after final payment shall be in accordance with Section 10.22.

**7.06 MANUFACTURER'S DIRECTIONS**

Manufactured supplies, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

**7.07 PLANT MATERIAL DAMAGE**

The Contractor shall do all wound repair or pruning as necessary to ensure the protection of any damaged tree trunk or branch. The Consultant has the right to reject any plant that has been damaged beyond recovery for reasons of plant health or plant aesthetics.

**7.08 WARRANTY**

- A. A Contractor shall expressly warrant the workmanship, equipment and materials furnished to be in compliance with the terms of the contract documents. The said warranty shall extend for the period defined in the SPECIFICATIONS or as awarded in the case of ADD ALTERNATES. If any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct the said condition promptly after receipt of written notice from the Owner. Prior to commencement of the corrective work, the Contractor shall provide insurance certificate policies, in accordance to Section 8 herein. So as to protect the Owner, it's Consultant or agents during the performance of the warranty work. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the project is finally accepted by the Consultant.
- B. The Contractor's performance and payment bond delivered to the Owner pursuant to the contract shall cover the Contractor's obligations provided for herein.



**7.09 INDEMNITY**

- A. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless Owner, Owner's elected officials and employees, Consultant and the directors, officers, shareholders, employees and agents of any of the above mentioned parties (the "Indemnified Parties") from and against any and all loss, cost, expense, damage, injury, liability, claim, demand, penalty or cause of action (including attorneys' fees), directly or indirectly arising out of, resulting from or related to (in whole or in part), (1) the Work performed hereunder, (2) the Contract or (3) the act or omission of Contractor, a Subcontractor or any individual, partnership, joint venture or corporation (a) directly or indirectly employed by Contractor or a Subcontractor or (b) for whose acts or omissions Contractor or a Subcontractor may be liable (excluding property damage to the Work itself, covered by the Owner's all-risk builder's risk insurance, subject to Contractor's liability for any deductible amount thereunder). The obligations of Contractor under this indemnification shall apply to all matters except those arising from the use and occupation by Owner and its invitees of the building being renovated and expanded pursuant to the Contract or except those arising from the gross negligence of Owner. Further, the obligations of Contractor under this indemnification shall not extend to the liability of the Architect, their agents or employees, arising out of (1) the preparation or approval of maps, Drawings, opinions, reports, surveys, Change Orders, design or Specifications or (2) the giving of or the failure to give directions or instructions by the Architect, their agents or employees provided such giving or failure to give is the provided such giving or failure to give is the primary cause of the injury or damage. Contractor shall promptly advise Owner in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and Contractor, at Contractor's expense, shall assume on behalf of Owner and conduct with due diligence and in good faith the defense thereof with counsel satisfactory to Owner, provided, that Owner shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both Contractor and Owner and Owner shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to Contractor, Owner shall have the right to select separate counsel to participate in the defense of such action on its own behalf at accordance with this indemnification paragraph, Owner, at its option, and without relieving Contractor of its obligation hereunder, may so perform, but all costs and expense incurred by Owner in that event shall be reimbursed by Contractor to Owner, together with interest on the same from the date any such expense was paid by Owner until reimbursed by Contractor, at the rate of interest provided to be paid on judgments, by law of the jurisdiction to which the interpretation of the Contract is subject.
- B. The obligations of Contract under this Section shall survive the expiration or termination of the Contract.
- C. In any and all claims against the Owner or the Consultant or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 8.2 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable or for the Contractor or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**7.10 PERFORMANCE AND PAYMENT BOND**

The Contractor shall, at the time of their execution of the agreement furnish a performance and payment bond as security for the faithful performance and payment of all their obligations under the contract. Such bonds shall be in a sum equal to the contract amount. The form of the bond shall be as the Owner may prescribe and with a surety company authorized to do business in the state where the work is located and which is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register.

**7.11 PATENTS, FEES AND ROYALTIES**

Contractor shall pay all license fees and royalties and assume all costs incidental to the use in the performance of the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the contract documents for use in the performance of the work and if to the actual knowledge of Owner or Consultant its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall

be disclosed by Owner in the contract documents. Contractor shall indemnify and hold harmless, the Owner and Consultant, and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work or resulting from the incorporation in the work of any invention, design, process, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

#### 7.12 PERMITS AND LICENSES

All permits and licenses necessary for the performance of the work shall be secured by the Contractor prior to the commencement of the work.

#### 7.13 LAWS, REGULATIONS AND SAFETY

- A. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the Contractor observes that the specifications or drawings are at variance therewith, he shall give Consultant prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Consultant, he shall bear all costs arising there from; however, it shall not be their primary responsibility to make certain that the specifications and drawings are in accordance with such laws, ordinances, rules and regulations.
- B. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
- (1) all employees on the job and other persons who may be affected thereby;
  - (2) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
  - (3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- C. The Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the work, all necessary safeguards for its safety and protection. He shall notify Owners of adjacent utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 8.6.2 (b) and (c) caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. The Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and Consultant has issued a notice to Owner and Contractor that work is acceptable.
- D. The Contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents.
- E. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Owner.

#### 7.14 WARNING SIGNS AND BARRICADES

The Contractor shall provide adequate signs, barricades, colored lights and/or watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by colored signal lights which shall be kept in operation from sunset to sunrise.

#### 7.15 PUBLIC CONVENIENCE

The Contractor shall at all times conduct their work as to ensure the least possible obstruction to traffic and

inconvenience to the general public and the residents in the vicinity of the work, and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Owner and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed.

**7.16 CROSSING UTILITIES, ETC**

*Intentionally left blank.*

**7.17 SANITARY PROVISIONS**

The Contractor shall provide and maintain such sanitary facilities for the use of their employees and those of their subcontractors as may be necessary to comply with the laws, rules or regulations of the Federal, State and local governments, or agencies or departments thereof.

**7.18 PRESERVATION OF HISTORICAL OBJECTS**

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

**PART 8. PROGRESS AND COMPLETION OF WORK**

**8.01 NOTICE TO PROCEED**

The date of commencement of the work is the date set forth in the notice to proceed. If there is no notice to proceed, commencement shall be the date of the contract or such other date as may be established therein. Thereupon, the Contractor shall begin and shall prosecute the work regularly and without interruption, unless otherwise directed in writing by the Owner, with such manpower and equipment as is necessary to complete the work within the time stated in the contract documents.

**8.02 CONTRACT TIME**

The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the contract documents.



**8.03 SCHEDULE OF COMPLETION**

The Contractor shall submit, at such time as may reasonably be requested by the Consultant, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts. The construction schedule shall be submitted for approval by the Consultant and Owner no later than 10 days after pre-construction conference.

**8.04 CHANGES IN THE WORK – CHANGE ORDERS**

- A. A change order is a written order to the Contractor signed by the Owner, issued after execution of the contract, authorizing a change in the work or an adjustment in the contract sum or contract time. A change order signed by the Contractor indicates their agreement therewith, including the adjustment in the contract sum or contract time.
- B. Without invalidating the contract, the Owner may, at any time or from time to time order additions, deletions or modifications in the work; these will be authorized by change orders. Upon receipt of a change order, Contractor shall proceed with the work involved. All such work shall be performed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made as provided in Section 10 if requested by either party.
- C. Additional work performed by the Contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time, except in the case of an emergency as provided in Section 5.14 and except as provided in Section 9.4.2.
- D. Minor Changes in the Work. Consultant may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These may be accomplished by a work order. If Contractor believes that any minor change or alteration authorized by Consultant entitled him to an increase in the contract price, he may make a claim therefore as provided in Section 10.
- E. Extra Work. New and unforeseen items of work found by Consultant or Owner to be necessary and which cannot be covered by any item or combination of items for which there is a contract price shall upon notice thereof to the Owner and not more than 20 days after discovery thereof be classed as extra work. The Contractor shall do such extra work and furnish such material as may be required for the proper completion or construction of the whole work contemplated upon written order from the Owner as approved by the Consultant. In the absence of such written order, no claim for extra work shall be considered. Extra work shall be performed in accordance with these specifications where applicable and work not covered by the specifications or special provisions shall be done in accordance with the best practice and in a workmanlike manner. Extra work required in any emergency to protect life and property shall be performed by the Contractor as required.
- F. Claims for Additional Cost. If the Contractor wishes to make a claim for an increase in the contract sum, he shall give the Owner and Consultant written notice thereof within 20 days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Section 5.14. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the contract sum, it shall be determined by the Consultant. Any change in the contract sum resulting from such claim shall be authorized by change order.
- G. Overrun of Unit Price Items. The Owner recognizes that the bid price is based on estimated quantity multiplied by unit price for each of the said quantities. The Owner also recognizes the contract calls for a final contract price, which are the actual quantities used on the project multiplied by the unit price bid for each specific bid item. The Owner limits herein the amount the Owner will pay for increases in the number of units applied to the project over and above the estimated number of units as set forth in the plans and specifications.

- H. Unless a change order in writing is approved by the Owner or the Consultant in cases of change orders amounting to less than \$5,000.00 in value, the Owner will not pay for an increase in units of any bid item wherein the increase will do either or both of the following: exceeds by 10% or more the estimated number of units as set forth in the plans and specifications, or increases the estimated number of units so as to increase the estimated contract price by more than \$1,000.00.
- I. Change orders under \$5,000.00 authorized by the Owner and Consultant to prevent delay to the project shall be submitted to the Owner at the next succeeding Owner meeting.)

#### 8.05 USE OF COMPLETED PORTIONS

The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired. The Owner will seek to minimize the delay to the Contractor occasioned by the Owner's occupancy before acceptance.

#### 8.06 EXTENSION OF CONTRACT TIME

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 Owner provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay.

#### 8.07 LIQUIDATED DAMAGES

- A. Time is the essence of the contract. The Contractor therefore agrees that the Owner will be entitled to damages for failure on the part of the Contractor to complete the work within the time limits provided for in the contract documents.
- B. Should the Contractor neglect, refuse or otherwise fail to complete the project on or before the specified date, the amount of \$500 per day shall be deducted from any monies due or coming due to the Contractor or shall be paid to the Owner not as a penalty but as liquidated damages for each and every calendar day or portion thereof that the contract shall remain uncompleted after the specified date for completion, unless otherwise specified in the special provisions of the project specifications. Liquidated damages are specified herein because of the extreme difficulty of ascertaining and establishing the actual damages which the Owner would sustain.

### PART 9. MEASUREMENT AND PAYMENT

#### 9.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT

Except in cases where unit prices form the basis for payment under the contract documents, the Contractor shall, within ten (10) days of receipt of the contract documents, submit an itemized breakdown of the contract amount having the value, including an allowance for profit and overhead, assigned to each part of the work. Unless the breakdown of the contract amount is objected to by the Owner, it shall be used as the basis for all requests for payment.

#### 9.02 REQUEST FOR PAYMENT

- A. The Contractor may submit periodically, but not more than once each month, at the end of the calendar month, a request for payment for work done and materials delivered and stored on the site. Payment for materials stored on the site will be conditioned on the following:
  - (1) The Contractor shall submit evidence to establish the Owner's title to such materials.
  - (2) Acceptable provisions have been made for storage.
  - (3) The Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored material.



- B. Each request for payment shall be itemized and computed as to work completed on all items listed in the detailed breakdown of contract amount less 5% to be retained until 95% of final completion and acceptance of the work, and less previous payments. Where unit prices are specified, the request for payment shall be based on the quantities completed.
- C. After 95% of the work has been completed the Owner, pursuant to Minnesota Statutes, Section 429.041, Subd. 6, shall upon the request of the Contractor consider, after receiving the Consultant's recommendation, such portions of the retained price to be released as the Owner's governing body determines are not required to be retained to protect the Owner's interest in satisfactory completion of the contract.

**9.03 CONSULTANT'S ACTION ON A REQUEST FOR PAYMENT**

- A. Within 10 days of submission of any request for payment by the Contractor, the Consultant shall:
  - (1) Approve the request for payment as submitted and forward it to the Owner.
  - (2) Approve such other amount as he shall consider is due the Contractor informing the Contractor in writing of their reasons for approving the modified amount.
  - (3) Withhold the request for payment, informing the Contractor in writing of their reasons for withholding it.

**9.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT**

- A. Within 20 days from the date of approval of a request for payment by the Consultant, the Owner shall:
  - (1) Pay the request for payment as approved by the Consultant.
  - (2) Pay such other amount in accordance with Section 10.5 as he shall decide is due the Contractor, informing the Contractor and the Consultant in writing of its reasons for paying the modified amount.
  - (3) Withhold payment in accordance with Section 10.5 informing the Contractor and the Consultant in writing of its reasons for withholding payment.

**9.05 OWNER'S RIGHT TO WITHHOLD PAYMENT**

- A. The Owner may withhold payment in whole or in part to the extent necessary to protect itself from loss on account of any of the following causes:
  - (1) Violation of any of the terms of the contract documents.
  - (2) Defective work not remedied.
  - (3) (c) Reasonable evidence indicating potential filing of claims by other parties against the Contractor or Owner.
  - (4) Failure of the Contractor to make payments to subcontractors, material suppliers.
  - (5) Damage to the Owner or any other party.
- B. When any of the above grounds for which payment is being withheld is removed, payment shall be made for the amount withheld.

**9.06 INTEREST ON UNPAID REQUESTS FOR PAYMENT**

Should the Owner fail to pay an approved request for payment within 60 days from the date of approval by the Consultant, and should it fail to inform the Consultant and the Contractor in writing of its reasons for withholding payment, the Owner shall pay the Contractor interest on the unpaid amount of the request for payment pursuant to Minnesota Statutes Section 429.041, Subdivision 6.

**9.07 PAYMENT FOR REJECTED WORK AND MATERIALS**

Should the Owner direct the Contractor to not correct work that has been damaged or that has not been performed in accordance with the contract documents; an equitable deduction from the contract amount shall be made by means of a change order to compensate the Owner for the uncorrected work.

**9.08 PAYMENT FOR REJECTED WORK AND MATERIALS**

- A. The removal of work and materials rejected under Section 7.5 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other Contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.
- B. Removal of rejected work or materials and storage of materials by the Owner in accordance with Section 7.5 shall be paid by the Contractor within 30 days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal the Owner may, after ten (10) days from the giving of written notice to the Contractor of the Owner's intent to sell the materials, sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds there from after deducting all the costs and expenses that should have been borne by the Contractor.

**9.09 PAYMENT FOR INCREASED OR DECREASED QUANTITIES**

Whenever the quantity of any item of work as given in the proposal shall be increased or decreased payment for such item will be made on the basis of actual quantity completed, at the contract unit price for such item. No payment will be made for quantities placed without the prior written approval of the Owner.

The Owner reserves the right to increase or decrease, by 25% of the original contract quantity, any of the quantities shown. In the event the actual quantities differ more than 25% of the original contract quantity, an equitable revision of the unit price shall be made when requested by either the Owner or the Contractor. This 25% limit does not apply to items specifically excluded or listed as optional by the Owner, nor to minor contract items (items amounting to 10% or less of the total contract).

**9.10 PAYMENTS FOR EXTRA WORK**

Written notice of claims for payments for extra work shall be given by the Contractor within ten (10) days after receipt of a written order from the Owner to proceed with the extra work and also before any work is commenced by the Contractor, except in emergency situations endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor's itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner's written order for extra work shall specify any extension of the contract time and one of the following methods of payments:

- A. Unit prices or combinations of unit prices which formed the basis of the original contract.
- B. A lump sum based on the Contractor's estimate, approved by the Consultant and accepted by the Owner.
- C. Actual cost plus overhead and profit as follows:
  - (1) The "actual cost" shall include labor, materials, and equipment necessary to complete the work as ordered by the Consultant.
  - (2) The Contractor shall be paid for all labor, and the foreman in direct charge, for every hour they are actually engaged in the force account work. An amount equal to 45% of the sum of the above labor wage items will be paid the Contractor as full compensation for Workmen's Compensation, Social Security, pension and retirement allowances, and insurance, or other regular payroll deductions.
  - (3) Equipment used, which has authorization by the Consultant, shall be paid for per the equipment rental rates in the Rental Rate Blue Book. The rates shall be paid for the actual time the equipment is in operation on the extra work items. Travel time to and from the job site will be allowed at rental rates when the equipment is moved under its own power. Where transportation is accomplished by other than its own power, the cost of the transport shall be paid for as approved by the Consultant. Equipment rates will have no percentages added to them for overhead or profit.
  - (4) Materials accepted by the Consultant and used, including transportation costs for delivery but exclusive of machinery rentals as set forth above, will be reimbursed to the Contractor for actual costs plus 15%.

**9.11 RESPONSIBILITY OF THE CONTRACTOR**

A. Unless specifically noted otherwise, the Contractor shall furnish all materials and services and perform all the work described by the contract documents or shall have all materials and services furnished and all the work performed at their expense. It shall be the Contractor's responsibility to pay for:

- (1) Replacement of survey bench marks, reference and stakes provided by the Owner under Paragraph 6.4.
- (2) Lands by Contractor provided in accordance with Paragraph 6.2.
- (3) Insurance obtained in accordance with Paragraphs 8.1 and 8.2.
- (4) Performance Bond obtained in accordance with 8.3.
- (5) Royalties required under Paragraph 8.4.
- (6) Permits and Licenses required of the Contractor and all subcontractors.

**9.12 PAYMENT FOR WORK SUSPENDED BY THE OWNER**

If the work or any part thereof shall be suspended by the Owner as provided in Section 5.7 and abandoned by the Contractor, the Contractor will then be entitled to payment for all work done on the portions so abandoned. No payment will be made for work deleted from the project which has not been started by the Contractor.

**9.13 PAYMENT FOR WORK BY THE OWNER**

The cost of the work performed by the Owner in taking possession of the work and equipment, tools and supplies in accordance with Section 5.9 and in correcting deficiencies as provided in Section 5.8 shall be paid by the Contractor.

**9.14 PAYMENT FOR WORK BY THE OWNER FOLLOWING OWNER'S TERMINATION OF THE CONTRACT**

Upon termination of the contract by the Owner pursuant to Section 5.9, no further payments shall be due the contract or until the work is completed by the Owner. If the unpaid balance of the contract amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be approved in writing by the Consultant and certified in writing by the Owner.

**9.15 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR**

Upon suspension of the work or termination of the contract by the Contractor pursuant to Section 5.10 the Contractor shall recover payments from the Owner for the work performed, plus loss on plant and materials, plus a reasonable profit on work performed.

**9.16 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS**

Samples furnished in accordance with Section 4.9 shall be furnished by the Contractor at their expense. Testing of samples and materials furnished in accordance with Section 4.9 shall be arranged and paid for by the Owner, unless said tests fail, in which case they shall be paid for by the Contractor.

**9.17 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES**

At the termination of this contract, but before acceptance of the work by the Owner, the Contractor shall remove all of their equipment, tools and supplies from the work site. Should the Contractor fail to remove such equipment, tools, and supplies, the Owner shall have the right to remove them with the cost of such removal to be charged to the Contractor.

**9.18 CLEANING UP**

Contractor shall keep the work site free from accumulations of waste materials, rubbish and other debris resulting from the work, and at the completion of the work he shall remove all waste materials, rubbish and debris from and about the work site as well as all tools, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by Owner. Contractor shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.



**9.19 EXAMINATION OF COMPLETED WORK**

If the Owner requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as extra work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

**9.20 RELEASE OF LIENS**

Before any retained amounts are released or final payment is made, the Contractor shall submit with their application for payment to the Owner (1) an affidavit stating all payables, bills for materials and equipment and other indebtedness connected with the work for which the Owner or their property might in any way be responsible, have been paid or satisfied; and (2) consent of surety, if any, to final payment. If any subcontractor or material supplier refuses to furnish releases or receipts in full, Contractor may furnish a bond satisfactory to the Owner to indemnify him against such lien or claim.

**9.21 ACCEPTANCE AND FINAL PAYMENT**

- A. When the Contractor has completed the work in accordance with the terms of the contract documents, the Contractor shall request in writing final acceptance and the Consultant shall certify in writing their acceptance and their approval of the Contractor's final request for payment to the Owner, which shall be the contract amount plus all approved modifications, less all approved deductions and less previous payments made.
- B. The Owner shall accept the project within 60 days after receipt of the Contractor's request in writing or in the alternative notify the Contractor in writing the reasons why the project has not been accepted. The Owner's failure to respond within said 60-day period will be deemed to be acceptance of the project. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the project is finally accepted by the Rosemount Park and Recreation Board.
- C. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the performance bond, any legal rights of the Owner, required guarantees, and correction of faulty work after final payment under Section 10.22 and shall authorize payment of the Contractor's final request for payment.
- D. The Contractor must allow sufficient time between the time of completion of the work and approval of the final request for payment to allow the Consultant to assemble and check the necessary data.
- E. Before final payment is made, the Contractor shall make a satisfactory showing that he has paid the State and Federal income tax withheld from wages paid to the Contractor's employees for work performed under the contract.

**9.22 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT**

The approval of the final request for payment by the Consultant and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give written notice to the Contractor of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within such time as may be prescribed by law or by the terms of special warranties required by the contract documents. The Consultant shall decide all questions arising under this paragraph and all such decisions shall be subject to arbitration under Section 5.3.



**9.23 WAIVER OF CLAIMS**

A. The making of final payment shall constitute a waiver of all claims by the Owner except those arising from:

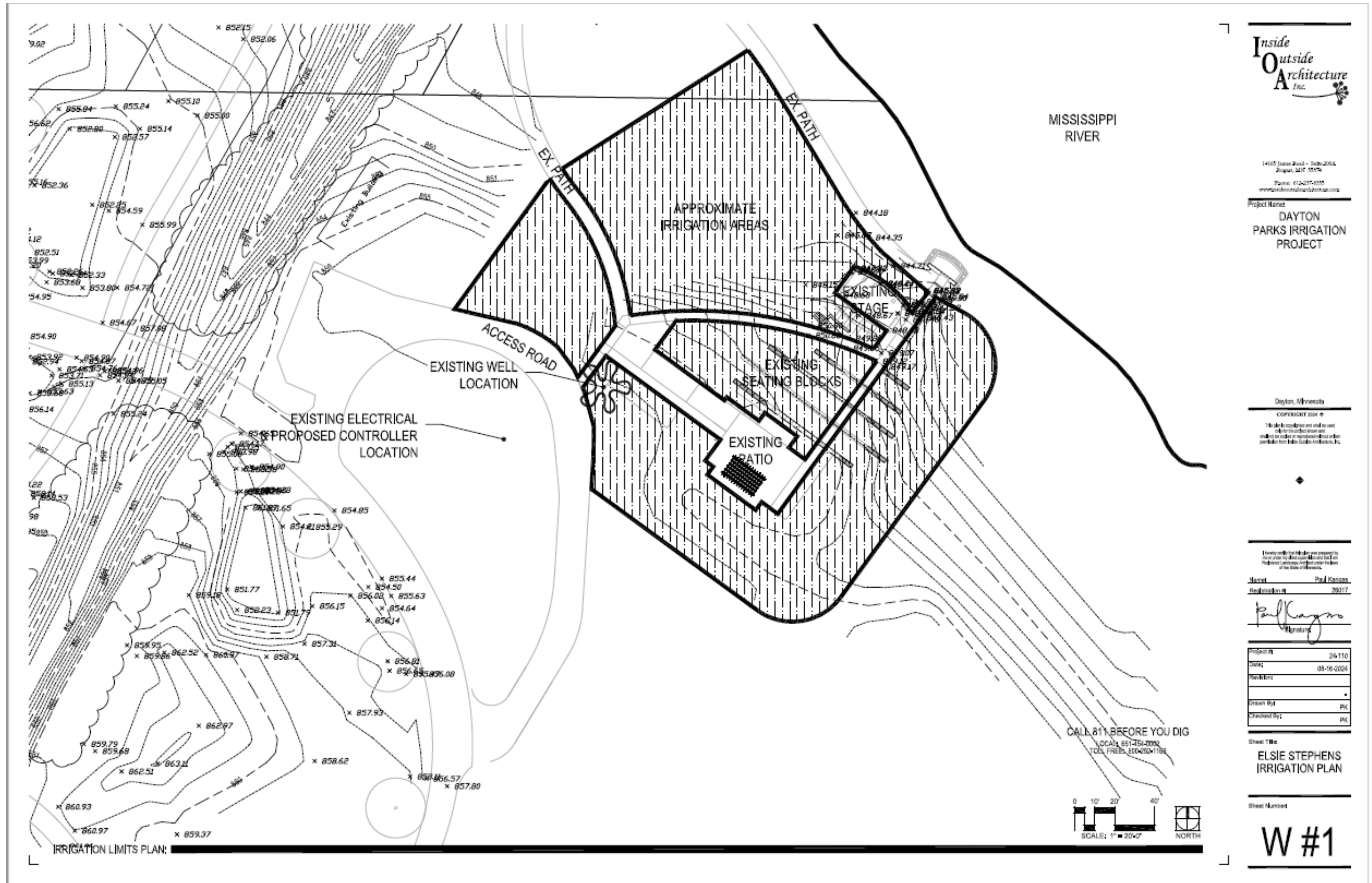
- (1) Unsettled liens or claims;
- (2) Faulty or defective work; Or
- (3) Failure of the work to comply with the requirements of the contract documents or the terms of any warranties specified therein.
- (4) The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final application for payment.

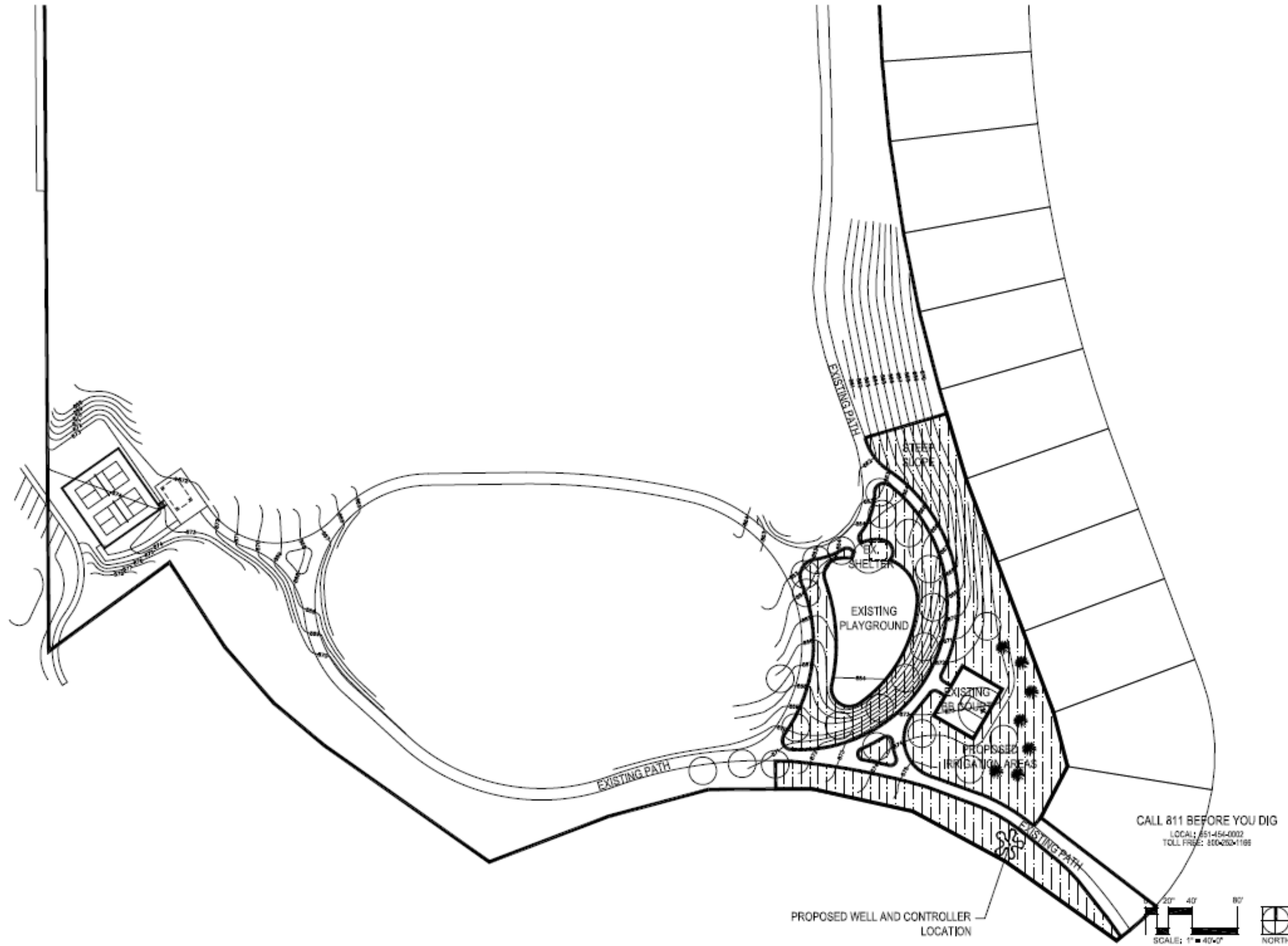
**9.24 SEVERABILITY**

If any provision of this contract is found to not be valid or enforceable, it shall not affect the validity or enforceability of the remaining provisions of the contract.

**END OF SECTION**

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Project Name  
**DAYTON  
PARKS IRRIGATION  
PROJECT**

Dayton, Minnesota

COMPONENT 2004-0

This plan is a representation of the work of the architect and is not to be used for any other purpose without the written consent of the architect.

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer or architect in the State of Minnesota.

Name: **Paul Kagan**  
Registration No.: **28017**

*Paul Kagan*  
Architect

Project No.	24-110
Date:	08-16-2024
Revised:	
Drawn By:	PK
Checked By:	PK

Sheet Title  
**RIVER HILLS  
IRRIGATION PLAN**

Sheet Number  
**W #2**





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Project Name  
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a Professional Engineer as defined under the laws of the State of Minnesota.

Name: **Paul Kagan**  
Registration #: **20017**

*Paul Kagan*  
Signature

Project #	26110
Date	08-16-2024
Revised	
Drawn By	PK
Checked By	PK

Sheet Title  
**HAYDEN HILLS  
IRRIGATION PLAN**

Sheet Number

**W #3**

IRRIGATION LIMITS PLAN: