

**Plans & Specifications
For
Brantford Road Mine & Blend
Eddy County, North Dakota
24-00-063**



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Plans

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SECTION 101 ADVERTISEMENT FOR BIDS

Notice is hereby given that sealed bids will be received for the Brantford Road Mine & Blend, EC24-00-063, in Eddy County, North Dakota. Bids will be received by the County Auditor, at the office of the Auditor at 524 Central Avenue, New Rockford, ND 58356 9 A.M. on June 26, 2026 and then at said office all bids properly submitted will be publicly opened and read aloud.

Digital copies of the Bidding Documents are available at www.interstateeng.com or www.questcdn.com for a fee of \$37.00. These documents may be downloaded by selecting this project from the “Bid Documents” tab and by entering Quest Project Number 10231207 on the “Search Projects” page. For assistance and free membership registration, contact QuestCDN at (952) 233-1632 or info@questcdn.com. Paper copies of the Bidding Documents may be obtained from Interstate Engineering, located at 1903 12th Avenue SW, Jamestown, ND 58401, for a fee of \$150.00 per set. The bidding and contract documents may also be examined at this same location. Any technical questions may be directed to Daren Peterka at (701) 320-4292.

The project will consist of the following approximate quantities:

12,017 Tons of Aggregate Base Course CL 5; 370.8 Stations of Reshape Aggregate Base Course; 115,364 SY of Full Depth Reclamation and miscellaneous items.

Each bid will be submitted on the basis of a cash payment for work. It will be enclosed in a sealed envelope addressed to the above mentioned Auditor, 524 Central Avenue, New Rockford, ND 58356 and shall be designated that the bid is for the “Brantford Road Mine & Blend, EC24-00-063.” The bid shall be accompanied by a Bidder’s Bond in a separate envelope in the amount of five percent (5%) of the full amount of the bid, executed by the Bidder as Principal and by a Surety Company authorized to do business in North Dakota. If the Principal’s bid is accepted by the OWNER and the contract awarded, the principal, within ten (10) days after the Notice of Award, will be

required to execute and effect a contract in accordance with the terms of the principal's bid and any requirements and conditions of the OWNER.

A Contractor's Bond, as required by Section 48-01.2-10 of the North Dakota Century Code, shall be included with the executed Contract Documents. The Bid Security shall be as required in Section 48-01.2-05 of the North Dakota Century Code.

All bidders must be licensed for the highest amount of their bids, as required by Section 43-07-05 of the North Dakota Century Code and a copy of the license or certificate of renewal thereof issued shall be enclosed in the required bid bond envelope.

No bid will be read or considered which does not fully comply with the above provisions as to Bond and Licenses, and any deficient bid submitted will be resealed and returned to the Bidder immediately.

The OWNER retains the right to reject any or all of the bids submitted and to waive any informality in any bid and to hold all bids for a period not to exceed thirty (30) days from said date of opening and to hold the three low bids and bid securities for a period not to exceed sixty (60) days from said date of bid opening.

The work on the improvements is to commence upon a date to be specified by the OWNER, notice of which will be given to the successful bidder ten (10) days in advance of the start of construction. The Contractor will be required to commence construction, and in an approved sequence, complete the project by October 15, 2026.

By order of Eddy County, North Dakota

Eddy County Commission

Dated this 2nd day of June, 2026.

SECTION 102

INFORMATION FOR BIDDERS

102-1 Sealed bids will be received by the OWNER as specified in the Advertisement for Bids for performing work as set forth in the Plans and Specifications. At the time and place indicated, the bids will be publicly opened and read.

102-2 FORM: Each proposal shall be made on a form prepared by the ENGINEER and included as one of the Contract Documents, and shall be submitted in a sealed envelope bearing the title of the work, the name of the Bidder, the license number and class of license of the bidder, and date and hour of the bid opening. Proposals must be filled in, in ink or typewritten. No alterations or interlineations will be permitted, unless made before submission and initialed and dated.

102-3 DISCREPANCIES: In case of a difference between the extended price and the unit price of the proposal, the unit price shall govern.

102-4 PROPOSAL GUARANTEE: All bids are to be submitted on the basis of cash payment for the work and are to be enclosed in a sealed envelope addressed to the undersigned Authorized Representative accompanied by a bidder's bond in a separate outside envelope for a sum equal to five (5) percent of the full amount of the bid, executed by the bidder as Principal and by a Surety Company authorized to do business in this state, conditioned that if the Principal's bid be accepted and the contract awarded to him, he will, within ten days after Notice of Award, execute and effect a contract in accordance with the terms of his bid and a contractor's bond. Bid security shall be as required in Section 48-01.2-05 of the North Dakota Century Code as amended.

All bidders must be licensed for the highest amount of their bids, as required by Section 43-07-05 of the North Dakota Century Code.

No bid will be read or considered which does not fully comply with the above provisions as to bonds and licenses, and any deficient bid submitted will be resealed and returned to the bidder immediately.

As soon as the bid prices have been compared, the OWNER will return the bid securities of all except the three (3) lowest responsible bidders. When the Contract is awarded, the bid securities of the two remaining unsuccessful bidders will be returned. The bond of the successful bidder will be retained until the Agreement and Surety Bond have been executed and approved, after which it will be returned.

102-5 CONTRACT AND BOND: The party to whom the Contract is awarded will be required to execute the Agreement and a Performance Payment Bond within ten (10) calendar days from the date when the written "Notice of Award" is mailed to the Bidder at the address given by him. If any Bidder to whom a contract is awarded fails or refuses to enter into such Agreement when requested to do so, the bond accompanying his bid shall be retained by the OWNER as liquidated damages for such failure. The bond shall be delivered to the OWNER and shall be credited by him to the fund from which the consideration for such work is payable. The sufficiency of any bond filed by a bidder shall be determined by the governing body at the time it considers the bids.

102-6 PERFORMANCE AND PAYMENT BOND: A Performance and Payment Bond in the amount of one hundred percent (100%) of the Contract price with a Corporate Surety approved by the OWNER and the ENGINEER will be required for the faithful performance of the Contract, and the bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the Contract is awarded to him. The Contract Bond shall be as required by Section 48-01.2-10 of the North Dakota Century Code as amended.

A maintenance guarantee for the repair of all damages due to improper materials or workmanship for a period of one year after the acceptance of the work by the OWNER will also be required.

102-7 AWARD OR REJECTION: The Contract will be awarded to the lowest and/or best qualified responsible Bidder complying with these instructions and with the Advertisement. The OWNER reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal. The OWNER reserves the right to hold all bids and bid securities for a period not to exceed thirty (30) days and to hold the three low bids and bid securities for a period not to exceed sixty (60) days, from the date of the bid opening.

102-8 CONTRACTOR QUALIFICATIONS: Before the award of the Contract, any bidder may be required to furnish evidence, satisfactory to the OWNER and to the ENGINEER, of the necessary facilities, ability and pecuniary resources to fulfill the conditions of the said Contract. Before contracts are executed by the OWNER, the Contractor will furnish the OWNER'S ENGINEER with a list of Subcontractors for his review, so as to conform to Section 226 of the General Conditions.

102-9 MODIFICATIONS: Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.

102-10 EXAMINATION OF DOCUMENTS AND SITE VISIT: Before submitting a Proposal, Bidders shall carefully examine the Drawings, read the Specifications, and the other Contract Documents, shall visit the site of work, and shall fully inform themselves as to all existing conditions and limitations. The Contractor shall accept such conditions and limitations as the same are eventually found to exist, and to waive all claims for extra compensation arising from unforeseen difficulties, except as may be expressly provided for in the Specifications. Professions of ignorance regarding the work may in no way serve to nullify the provisions of the contract or specifications.

102-11 PURCHASED DOCUMENTS: Each purchased set of Plans, Specifications and Construction Drawings will be recorded by the ENGINEER. Bids will be accepted only from the original purchasers or from another qualified Bidder to whom such a set has been transferred by the original purchaser, provided that in the event of such transfer the ENGINEER shall receive from the original purchasers, at least five (5) days prior to the scheduled bid opening, written notice of such transfer, together with the name of the party to whom the transfer has been made.

102-12 OWNER INFORMATION OBLIGATION: The Construction Agreement and the detailed specifications contain the provisions required for the construction of the project. No information obtained from any officer, agent, or employee of the OWNER on any such matters shall in any way affect the risk or obligations assumed by the Contractor, or relieve him from fulfilling any of the conditions of the Contract, except to the extent provided in Paragraph 102-13.

102-13 INTERPRETATIONS OF DOCUMENTS: If any person contemplating submitting a Proposal is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, he may submit to the ENGINEER a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be mailed or delivered to each person receiving a set of the Contract Documents. Neither the OWNER nor the ENGINEER will be responsible for any other explanations or interpretations of the Contract Documents.

102-14 UNACCEPTABLE BIDS: Bids which are incomplete, unbalanced, conditioned or obscure or which contain additions not called for, erasures, alterations or irregularities of any kind, or which do not comply with the Information for Bidders may be rejected at the option of the OWNER.

If the OWNER so elects, proposals may be issued for projects in combination and/or separately, so that bids may be submitted either on the combinations or on separate units of the combinations. The OWNER reserves the right to make awards on combination bids or separate bids to the best advantage of the OWNER.

Proposals will not be considered if the Bidder adds any provisions reserving the right to accept or reject an award or enter into a Contract pursuant to an award.

102-15 BID SUBMITTAL CONDITIONS: All bids must be placed in a sealed envelope upon the outside of which there is disclosed the following information:

- a) The work covered by the bid.
- b) The name of the person, firm or corporation submitting the bid.
- c) A copy of the license or certificate of renewal thereof issued shall be enclosed in the required bid bond envelope.
- d) Acknowledgement of each Addendum.

No contract will be awarded to any contractor unless he is the holder of a license in the class within which the value of the project shall fall. A contractor must be the holder of a license at least ten (10) days prior to the date set for receiving bids to be a qualified bidder.

Proposals shall be delivered by the time and to the place stipulated in the Advertisement for Bids. It is the sole responsibility of the Bidder to see that his proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals shall be returned to the Bidder unopened.

102-16 WITHDRAWAL: A bidder may withdraw any proposal he has submitted at any time prior to the hour set for the opening of the bids, provided the request for withdrawal is signed in a manner identical to the proposal being withdrawn. No withdrawal or modification will be permitted after the hour designated for the opening of the bids.

102-17 ADDENDA: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the bidder for the preparation of his proposal, shall be covered in the proposal and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the proposal and upon the outside of the Bid Envelope.

102-18 MORE THAN ONE PROPOSAL: No person, firm or corporation shall be allowed to make, file or to be interested in more than one proposal for the same work, unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-proposal to a bidder, or who has quoted prices on materials to a bidder, is not hereby disqualified from submitting a sub-proposal or quoting prices to other bidders.

102-19 NORTH DAKOTA STATE TAX CLEARANCE: The successful Contractor shall file with the OWNER prior to award of the Contracts a current statement of income tax clearance from the North Dakota Tax Department in accordance with Section 43-07-11.1 North Dakota Century Code as amended.

102-20 GENERAL CONDITIONS: General Conditions of the Contract as bound herewith, are hereby made a part of the Contract Documents.

102-21 ESTIMATE QUANTITIES: Approval of quantities that will be the basis for payment estimates, both monthly and final, will be made by the ENGINEER.

102-22 CONFERENCES: The Contractor will be notified by the ENGINEER of any conferences that require his attendance. A date and time for said conferences will be set by the ENGINEER.

Dated this 2nd day of June, 2026.

Eddy County

OWNER

Dave Gerhtz

BY

Commission Chair

TITLE

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SECTION 103 BIDDER'S PROPOSAL

103-1 PROPOSAL: In compliance with your Advertisement for Bids and subject to all the conditions thereof, the undersigned _____ hereby proposes to furnish and do everything required by the Contracts to which this refers for the construction of all structures listed at the unit prices shown for each bid item on the following Bid Schedule. (The Bid Schedule attached lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the bidder will extend such item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost, which shall be considered correct.)

103-2 PROJECT: This project consists of _____ as shown in the Advertisement for Bids.

103-3 EXAMINATION OF DOCUMENTS AND SITE VISIT: The undersigned has examined the location of the proposed work, the Drawings, Specifications and other Contract Documents and is familiar with the local conditions and limitations at the place where the work is to be performed.

103-4 ADDENDA: The Receipt of Addenda ___ through ____ is hereby acknowledged.

103-5 BASIS OF PROPOSAL: All various phases of work enumerated in the Detailed Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the bid schedule, irrespective of whether it is named in said list, and that the OWNER may specify any number or combination of units that the Engineer may deem necessary for the construction of the Project.

103-6 TAXES: Along with 103-5 above, the undersigned agrees that the prices in this Contractor's Proposal includes provisions for the payment of all monies which will be payable by the Bidder or the OWNER in connection with the construction of Project on account of taxes imposed by any taxing authority upon the sale, purchase or use of materials, supplies or equipment to be incorporated in the Project. The Bidder agrees to pay all such taxes and to furnish the appropriate taxing authorities all required information and reports pertaining thereto.

103-7 COLLUSION: The undersigned bidder does hereby declare and stipulate that this proposal is made in good faith, without collusion or connection with any other person or persons bidding for the same work, and that it is made in pursuance of and subject to all the terms and conditions of the Information for Bidders, the Construction Agreement, the Detailed Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.

103-8 PROPOSAL GUARANTEE: Accompanying this Proposal is a Bidder's Bond payable to the OWNER in the amount of five percent (5%) of this bid, in accordance with the Information for Bidders, Section 102-4.

103-9 PERFORMANCE AND PAYMENT BOND: As shown in Section 102-6, the undersigned bidder agrees to execute the Agreement and a Performance and Payment Bond for the amount of the total of this bid within ten (10) calendar days from the date when the written notice of the award of the Contract is delivered to him at the address given on this proposal. The name and address of the corporate surety with which the Bidder proposes to furnish the specified Performance and Payment Bond is as follows:

103-10 CONTRACTOR'S LICENSE: The undersigned hereby warrants it possesses Contractor's License Class _____ No. _____ for the State of _____, in which the project is located and said license expires on _____, 20__.

103-11 CONTRACT TIME: Bidder hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project October 15, 2026. Bidder further agrees to pay as liquidated damages the sum of \$800 for each calendar day that the Contractor shall be in default of the time specified. This is as provided in Section 215 of the General Conditions.

103-12 OWNER'S RIGHTS RESERVED: The undersigned understands that the OWNER reserves the right to reject any or all Proposals or to waive any formality or technicality in any Proposal in the interest of the OWNER.

103-13 PAYMENT: This bid is submitted on the basis of cash payment for work. Payment for work performed will be in accordance with the Bid Schedule, subject to changes as provided for in the Construction Contract.

103-14 BIDDER'S PROPOSAL:

L & M = Labor & Materials

Brantford Road Mine & Blend
 Eddy County, North Dakota
 24-00-063

Base Bid

Spec	Code	Bid Item	No. of Units	Units	Unit Price	Extended Price
103	0100	Contract Bond	1	Lump Sum		
107	0100	Railway Protection Insurance	1	Lump Sum		
203	0109	Topsoil	19,227	Cubic Yard		
251	0200	Seeding Class II	23.8	Acre		
302	0120	Aggregate Base Course CL5	12,017	Ton		
302	0407	Reshape Aggregate Base Course	370.8	Station		
306	0507	Full Depth Reclamation	115,364	Square Yard		
702	0100	Mobilization	1	Lump Sum		

Total Base Bid \$ _____

One contract for general construction may be awarded based on the low responsive bid with the bid as accepted by the OWNER.

103-15 MODIFICATIONS OF BASE BID - only approved materials will be considered.

If the Contractor is allowed to use _____
(Name Alternate Material)
for _____ deduct \$ _____
(System Component)
add \$ _____ from base bid.

If the Contractor is allowed to use _____
(Name Alternate Material)
for _____ deduct \$ _____
(System Component)
add \$ _____ from base bid.

If the Contractor is allowed to use _____
(Name Alternate Material)
for _____ deduct \$ _____
(System Component)
add \$ _____ from base bid.

103-16 THE ABOVE PROPOSAL IS HEREBY RESPECTFULLY SUBMITTED BY:

(Contractor)

(By) (Title)

(Business Address) (City) (State) (Zip)

(Date) (Telephone Number)

ATTEST: (SEAL)

Corporate Secretary

(The Proposal must be signed with the full name of the Bidder. In the case of a partnership, the Proposal must be signed in the firm name of each partner. In the case of a corporation, the Proposal must be signed in the corporate name by a duly authorized officer and the corporate seal affixed and attested by the Secretary of the corporation.)

SECTION 104
NOTICE OF AWARD

TO: _____

Description of Work: _____
_____ for the
_____. The OWNER, represented by the undersigned, has considered the Proposal submitted by you for the above described work in response to its "Advertisement for Bids" dated _____, _____ and Information for Bidders.

It appearing that it is in the best interest of said OWNER to accept your proposal in the amount of _____
_____ DOLLARS (\$_____), you are hereby notified that _____ Proposal has been accepted for items _____
_____. You are required by Section 102 Information for Bidders to execute the agreement with the undersigned OWNER and to furnish the required Contractor's Performance and Payment Bond within ten (10) days from the date of the sending of this notice to you.

If you fail to execute said agreement and to furnish said bond within ten (10) days from the date of the sending of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your proposal, as abandoned, and to award the work covered by your Proposal to another, or to re-advertise the work or otherwise dispose thereof as the OWNER may see fit.

Dated this _____ day of _____, 20____.

OWNER: _____

BY: _____

TITLE: _____

(SEAL)

ATTEST:

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award
is hereby acknowledged this

_____ day of _____, 20____.

By: _____

Title: _____

SECTION 105
CONSTRUCTION AGREEMENT

THIS AGREEMENT, Made this _____ day of _____, 20_____, at _____ State of _____ by and between the _____, hereinafter called the "OWNER", and _____, hereinafter called the "Contractor" to complete the following work: _____

WITNESSETH THAT:

In consideration of the mutual covenants and conditions hereinafter set forth, the OWNER and Contractor hereby agree as follows:

105-1 SCOPE OF WORK: The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes and fees, of all the necessary materials not furnished by the OWNER and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the construction of all structures listed and itemized under the bid schedule of the Bidder's Proposal attached hereto in strict accordance with the General Conditions; Special Conditions, Governmental Requirements, the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory matter therein; the Specifications and Contract Documents as prepared by Interstate Engineering, Inc., herein called "ENGINEER", and any amendments thereto and such supplemental Plans and Specifications as may hereafter be approved.

All addendums _____ through _____ are hereby made part of this Contract.

105-2 COMPLETION OF WORK: The Contractor shall commence the work covered by this Agreement within ten (10) calendar days after the date of the Notice to Proceed and shall complete the same by October 15, 2026 unless the period for completion is extended as hereinafter provided.

105-3 CONTRACT SUM: The OWNER shall pay the Contractor for the performance of said work as set forth by Section 105-1 above, _____
_____ DOLLARS (\$_____).

Breakdown of above mentioned contract amount is as follows:

105-4 MAINTENANCE: The Contractor shall guarantee the repair of all damages or defects due to faulty materials or workmanship done by the Contractor or subcontractors. This guarantee shall remain in effect for a period of one year after acceptance of the project by the OWNER according to the General Conditions.

105-5 PAYMENT: Payment shall be made to the Contractor for work performed under this Agreement for the quantities of work as determined in accordance with the General Conditions.

105-6 SUB-CONTRACTORS: The Contractor agrees to bind every sub-contractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the OWNER.

105-7 SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall insure to the benefit of and be binding, upon the OWNER and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the OWNER nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

105-8 SOURCE AND MANNER OF PAYMENT: All payments shall be made in warrants drawn on the construction account of the funds of the _____
_____ and said warrants shall bear no interest, and shall be payable immediately on issuance.

105-9 OWNER'S RIGHT TO SUSPEND WORK: The OWNER by resolution duly adopted by the governing body, shall have the right to suspend the work at any time for improper construction, and to relet the contract therefore, or to order the reconstruction of the work as to any part thereof improperly done. This right shall be additional to the rights, powers, and privileges reserved to the OWNER in the several provisions of the plans and specifications.

105-10 OWNER ASSUMES NO GENERAL LIABILITY: It is expressly agreed and understood that the OWNER assumes and incurs no general liability under the contract for the payment of any compensation to the Contractor, or any other person; the OWNER'S obligation hereunder being limited solely to the administration and application of the funds of said _____, in accordance with the law, and the provisions of this Agreement.

105-11 ENGINEER'S FAILURE TO REJECT WORK: Failure of the ENGINEER to reject work and materials which are not up to specifications and acceptance of the job by the ENGINEER shall not release the Contractor from liability for any failure on his part to perform work or furnish materials in accordance with the plans and specifications.

105-12 INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the OWNER, ENGINEER, ENGINEER'S consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expenses attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

105-13 SERVICE OF NOTICE: All notices required to be given hereunder shall be mailed or delivered in the case of the OWNER to _____ and in the case of the Contractor to _____.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

(SEAL)

OWNER: _____

ATTEST: _____

BY: _____

TITLE: _____

TITLE: _____

(SEAL)

CONTRACTOR: _____

ATTEST: _____

BY: _____

TITLE: _____

TITLE: _____

SECTION 106
PERFORMANCE - PAYMENT BOND

THE STATE OF _____
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
(2) _____ of _____
hereinafter called Principal and (3) _____
of _____ State of _____, hereinafter called the
Surety, are held and firmly bound unto (4) _____,
hereinafter called OWNER, and unto all persons, firms, and corporations who may
furnish materials for, or perform labor upon the building or improvements hereinafter
referred to in the penal sum _____
_____ DOLLARS (\$ _____) in lawful money of the United
States to be paid in (5) _____ County, North Dakota, for the payment
of which sum well and truly to be made, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered
into a certain contract with (6) _____ which is dated the
____ day of _____ 20 ____, a copy of which is hereto attached and made a
part hereof for the construction of _____

NOW THEREFORE, the principal shall (1) well and truly perform and fulfill all the
undertakings, covenants, terms, conditions, and agreements of said Contract during the
original term of said contract and any extension thereof that may be granted by the
OWNER with or without notice to the surety, and during the life of the one year guaranty
required under the contract, and (2) promptly make payment to all persons supplying
labor and materials including supplies used for machinery and equipment, performed,

furnished and used in and about the performance of the contract to the principal or to any subcontractor of the principal in the prosecution of the work provided for in said contract (failing which such persons shall have a direct right of action against the principal and surety under this obligation), also such payment shall include interest in the amount authorized under Section 13-01-14 of the North Dakota Century Code on all bills and claims not paid within ninety (90) days and (3) well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made and promptly make payment to all persons supplying labor and materials including supplies used for machinery and equipment, performed, furnished and used in and about the performance of the contract to the principal or to any subcontractor to the principal in the prosecution of the work provided for in such modifications (failing which such persons shall have a direct right of action against the principal and surety under this obligation), notice to the surety of all duly authorized modifications being hereby waived, and (4) make, prior to the commencement of any work by himself or any subcontractor under the contract, full and true report to Workforce Safety & Insurance of the payroll expenditures for the employees to be engaged in such work and pay the premium thereon prior to the commencement of such work, and (5) the Contractor will pay or cause to be paid all sales and use taxes payable as a result of the performance of the contract for which the bond is given, as well as the payment of gasoline and special motor fuels taxes used in the performance of the contract, and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of such contract then this obligation to be void; otherwise to remain in full force and effect.

In case of a default on the part of the principal herein in the performance of the work as provided in the above contract, the sum of this bond as set out above shall be taken and held to be fixed and liquidated damages in favor of the OWNER, and said full amount may be recovered from the principal and surety in an action against them on this bond.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST: Principal: (7) _____

_____ By: _____

Secretary or Principal Title: _____

(CORPORATE SEAL) Address: _____

Surety: _____

By: _____

Attorney-in-Fact

ATTEST:

Secretary of Surety

(CORPORATE SEAL)

Full Name of Surety Company _____

Home Office Address _____

Name of Attorney-in-Fact _____

Name of Local Agency _____

Address of Local Agency _____

A copy of the Power of Attorney of the Attorney-in-fact showing that it remains in force as of the date of the Bond must be attached to the Bond.

.....
NOTE: Date of Bond must not be prior to date of Contract.

- (1) Correct name of Contractor
- (2) A Corporation, a Partnership or an Individual as case may be.
- (3) Correct Name of Surety
- (4) Correct Name of OWNER
- (5) County
- (6) OWNER
- (7) If Contractor is Partnership, all partners should execute Bond.

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SECTION 107
ADDITIONAL DOCUMENTS OF CONTRACT
(To be supplied after award)

107-1 Acknowledgment of Principal

107-2 Power of Attorney

107-3 Liability Insurance (See Section 221 of General Conditions)

107-4 Current Workmen's Compensation Certificate of Premium Paid

107-5 Contractor's Certificate of North Dakota Income and Sales Tax Clearance

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SECTION 108
NOTICE TO PROCEED

TO: _____

DATE: _____
PROJECT: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20____.

OWNER

By: _____
Title: _____

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE TO
PROCEED is hereby acknowledged

This the ____ day of _____, 20__.

By: _____
Title: _____

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SECTION 200 GENERAL CONDITIONS OF THE CONTRACT

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201 DEFINITIONS

201-1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

201-2 ADDENDA- Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

201-3 BID- The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

201-4 BIDDER- Any person, firm or corporation submitting a BID for the WORK.

201-5 BONDS- Bid, Performance, and other instruments of security, furnished by the CONTRACTOR and his Surety in accordance with the CONTRACT DOCUMENTS.

201-6 CHANGE ORDER- A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE OF CONTRACT TIME.

201-7 CONTRACT DOCUMENTS- The contract, including Advertisement for Bids, Information for Bidders, BID, Bid Bond, Agreement, Performance Bond, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS and ADDENDA.

201-8 CONTRACT PRICE- The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

201-9 CONTRACT TIME- The number of calendar days, or weather working days, stated in the CONTRACT DOCUMENTS for the completion of the WORK.

201-10 CONTRACTOR- The person, firm or corporation with whom the OWNER has executed the Agreement.

201-11 DRAWINGS- The part of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

201-12 ENGINEER- INTERSTATE ENGINEERING, INC., Jamestown, North Dakota, or its representative, duly authorized in writing to act for the ENGINEER.

201-13 FIELD ORDER- A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

201-14 NOTICE OF AWARD- The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

201-15 NOTICE TO PROCEED- Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.

201-16 OWNER- A public or quasi-public body or authority, corporation, association, partnership or individual for whom the WORK is to be performed.

201-17 PROJECT- The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

201-18 RESIDENT PROJECT REPRESENTATIVE- The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

201-19 SHOP DRAWINGS- All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER, or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

201-20 SPECIFICATIONS- A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

201-21 SUBCONTRACTOR- An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

201-22 SUBSTANTIAL COMPLETION- That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

201-23 SUPPLEMENTAL GENERAL CONDITIONS- Modifications to General Conditions required by a Federal Agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable tribal or federal law.

201-24 SUPPLIER- Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design.

201-25 WORK- All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

201-26 WRITTEN NOTICE- Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

202 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

202-1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

202-2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

203 SCHEDULES, REPORTS AND RECORDS

203-1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress-schedules, payrolls, reports, estimates, records and other data where applicable as required by the CONTRACT DOCUMENTS for the WORK to be performed.

203-2 Prior to the first partial payment estimate the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry out the WORK, including dates at which he will start the various portions of the WORK, estimated date of completion of each part and, as applicable:

203-2.1 The dates at which special detail drawings will be required; and

203-2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and installation of materials, supplies and equipment.

203-3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

204 DRAWINGS AND SPECIFICATIONS

204-1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

204-2 In case of conflict between the DRAWINGS, and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

204-3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk.

204-4 Ownership of DRAWINGS and SPECIFICATIONS: All original or duplicated DRAWINGS and SPECIFICATIONS and other data prepared by the ENGINEER shall remain the property of the ENGINEER, and they shall not be reused on other work, but shall be returned to him upon completion of the WORK.

205 SHOP DRAWINGS

205-1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING which substantially deviates from the requirement of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER, which shall likewise require approval by the Federal Contracting Officer.

205-2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

205-3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

205-4 EQUIPMENT DATA- The CONTRACTOR shall submit for the ENGINEER'S review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type. This submission shall be compiled by the CONTRACTOR and reviewed by the ENGINEER before any equipment is ordered.

206 MATERIALS, SERVICES AND FACILITIES

206-1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

206-2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

206-3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

206-4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

206-5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUB-CONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

206-6 MATERIALS FURNISHED BY THE OWNER- Materials specifically indicated shall be furnished by the OWNER. The fact that the OWNER is to furnish material is conclusive evidence of its acceptability for the purpose intended and the CONTRACTOR may continue to use it until otherwise directed. If the CONTRACTOR discovers any defect in material furnished by the OWNER, he shall notify the ENGINEER. Unless otherwise noted or specifically stated, materials furnished by the OWNER, which are not of local occurrence, are considered to be f.o.b., the nearest railroad station. The CONTRACTOR shall be prepared to unload and properly protect all such material from damage or loss. The CONTRACTOR shall be responsible for material loss or damage after receipt of material at the point of delivery.

206-6.1 INDEX- Each data sheet or catalog in the submission shall be indexed according to SPECIFICATION section and paragraph for easy reference.

206-6.2 RELATION TO CONTRACT DOCUMENTS- Catalog data for equipment reviewed by the ENGINEER shall not supersede the ENGINEER'S CONTRACT DOCUMENTS. The review of the ENGINEER shall not relieve the CONTRACTOR from responsibility for deviations from DRAWINGS of SPECIFICATIONS, unless he has in writing called the ENGINEER'S attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The CONTRACTOR shall check the WORK described in the catalog data with the ENGINEER'S CONTRACT DOCUMENTS for deviations and errors.

206-6.3 CONTRACTOR'S CERTIFICATION- Equipment data shall be submitted by the CONTRACTOR with a covering letter indicating that he has reviewed, checked and approved the data submitted, that they are in harmony with the requirements of the PROJECT and with the provisions of the CONTRACT DOCUMENTS and that he has verified all field measurements and construction criteria, materials, catalog numbers and similar data. CONTRACTOR shall also certify that the WORK represented by the SHOP DRAWINGS is recommended by the CONTRACTOR and that his GUARANTY will fully apply.

207 INSPECTION AND TESTING

207-1 All materials and equipment used in the construction of the PROJECT shall be subject to

adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

207-2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

207-3 The CONTRACTOR shall provide at his expense the testing and inspection services required by the CONTRACT DOCUMENTS.

207-4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

207-5 Inspections, tests or approvals by the ENGINEER or others shall not relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

207-6 The OWNER and the ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

207-7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

207-8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

208 SUBSTITUTIONS

208-1 Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalog number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalog number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

209 PATENTS

209-1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however, if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

210 SURVEYS, PERMITS, REGULATIONS

210-1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS, unless otherwise specified in the CONTRACT DOCUMENTS, the OWNER shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

210-2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

210-3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 213, CHANGES IN THE WORK.

211 PROTECTION OF WORK, PROPERTY AND PERSONS

211-1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and 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.

211-2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify OWNER of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for those acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

211-3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury, or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

212 SUPERVISION BY CONTRACTOR

212-1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

213 CHANGES IN THE WORK

213-1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

213-2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The Contractor shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME or both, in which event he shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes, pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER, provided, that all such change orders must also be approved by the Federal Contracting Officer.

214 CHANGES IN CONTRACT PRICE

214-1 The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below, and not to exceed 25% of the CONTRACT AMOUNTS. If requested by Contractor in writing:

1. Unit prices previously approved.
2. An agreed lump sum.
3. The actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work. In addition there shall be added a percentage to be agreed upon of the actual cost of the WORK to cover the cost of general overhead and profit.

215 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

215-1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

215-2 The Contractor will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

215-3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS. Liquidated damages shall be as shown in the Specifications.

215-4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

215-4.1 To any preference, priority or allocation order duly issued by the OWNER.

215-4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather; and

215-4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in Paragraphs 215-4.1 and 215-4.2 of this article.

216 CORRECTION OF WORK

216-1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

216-2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

217 SUBSURFACE CONDITIONS

217-1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

217-1.1 Subsurface or latent physical conditions of the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

217-1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

217-2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE; provided that the OWNER may, if he determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

218 SUSPENSION OF WORK, TERMINATION AND DELAY

218-1 The OWNER may suspend the WORK or any portion thereof, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension, which is not attributable to fault of the contractor.

218-2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violates any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER.

Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

218-3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

218-4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

218-5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days WRITTEN NOTICE to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

218-6 If the performance of all or any portion of the WORK is suspended, delayed or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

219 PAYMENTS TO CONTRACTOR

219-1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interests therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may take the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The retainage shall be

an amount equal to ten percent (10%) of said estimate until fifty percent (50%) of the work has been completed. At fifty percent (50%) completion, further partial payments shall be made in full to the CONTRACTOR and no additional amounts may be retained unless the ENGINEER certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the CONTRACTOR. At fifty percent (50%) completion or any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten percent (10%) of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the OWNER are valid reasons for non-completion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.

219-2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

219-3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

219-4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damages WORK except such as may be caused by agents or employees of the OWNER.

219-5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted by him under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

219-6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of SUBCONTRACTOR'S, laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed

reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

219-7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the rate of 6% By Annum commencing on the first day after said payment is due and continuing until payment is received by the CONTRACTOR.

220 ACCEPTANCE OF FINAL PAYMENT AS RELEASE

220-1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the PERFORMANCE BOND.

220-2 CLEANING UP - The CONTRACTOR shall remove from the OWNER'S property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

220-3 ACCEPTANCE AND FINAL PAYMENT - When the CONTRACTOR shall have completed the WORK in accordance with the terms of the CONTRACT DOCUMENTS, he shall certify completion of the WORK to the OWNER and submit a final REQUEST FOR PAYMENT, which shall be the CONTRACT AMOUNT plus all approved additions less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence (See Attached Affidavit) that he has fully paid all debts for labor, materials, and equipment incurred in connection with the WORK, and upon acceptance by the OWNER, the OWNER will release the CONTRACTOR except as to the conditions of the CONTRACT BOND, any legal rights of the OWNER, required guaranties, and Correction of Faulty Work After Final Payment, and will pay the CONTRACTOR'S final Request for Payment. The CONTRACTOR shall allow sufficient time between the time of completion of the WORK and approval of the final Request for Payment for the ENGINEER to assemble and check the necessary data.

221 INSURANCE

221-1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

221-1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts:

221-1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;

221-1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;

221-1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

221-1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

221-2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

221-3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:

221-3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$100,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.

221-3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

221-4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

221-5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured, the CONTRACTOR, the ENGINEER, and the OWNER.

221-6 RAILROAD INSURANCE COVERAGE - The CONTRACTOR and his SUBCONTRACTORS shall provide adequate insurance to cover limits set forth by the railroad company for working adjacent to crossing their tracks.

222 CONTRACT SECURITY

222-1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the State in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal BONDS, CONTRACTOR shall within ten (10) days after

notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other Surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

223 ASSIGNMENTS

223-1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise, dispose of the CONTRACT or any portion thereof, or of his right, title or interest therein, or his obligations there under, without written consent of the other party.

224 INDEMNIFICATION

224-1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

224-2 In any and all claims against the OWNER or the ENGINEER, 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 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

224-3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

225 SEPARATE CONTRACTS

225-1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution of results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

225-2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate his WORK with theirs.

225-3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 214 and 215.

226 SUBCONTRACTING

226-1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

226-2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(s), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

226-3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

226-4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

226-5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

227 ENGINEER'S AUTHORITY

227-1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions which may rise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

227-2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

227-3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

227-4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

228 LAND AND RIGHTS-OF-WAY

228-1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

228-2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

228-3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

229 GUARANTY

229-1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of acceptance by the OWNER. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of acceptance by the OWNER of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

230 TAXES

230-1 The CONTRACTOR will pay all sales, consumer, use and other similar taxes required by the law of the place where the WORK is performed.

DESIGN DATA			
Traffic	Average Daily		
Current 2024	Pass: 100	Trucks: 15	Total: 115
Forecast 2054	Pass: 100	Trucks: 15	Total: 115
Clear Zone Distance: 18'	Design Speed: 55		
Minimum Sight Dist. for Stopping: 495'	Bridges: None		
Sight Dist. for No Passing Zone: 900'			
Pavement Design Life 20 (years)			
Design Accumulated One-way: 115 vehicles	ESALs: 110,000		

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	CP-1417(024)		1	1

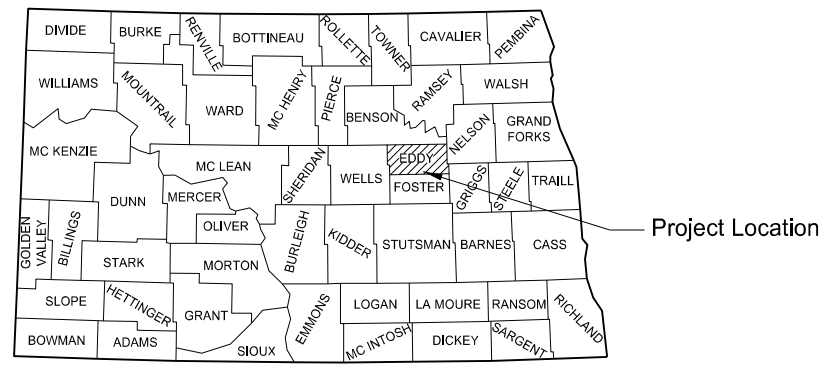
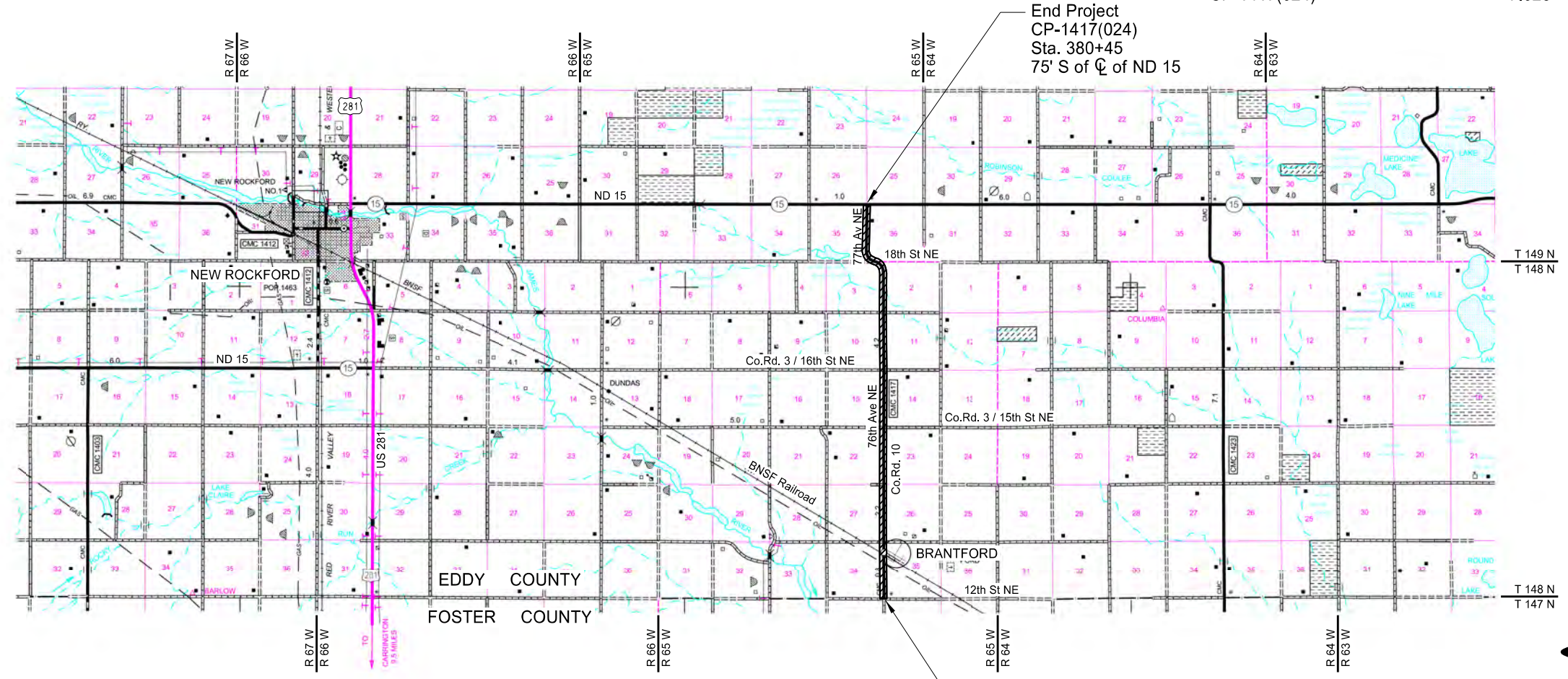
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Federal Aid CP-1417(024)

Eddy County
9 Miles East of New Rockford
Eddy County Road 10
Full Depth Reclamation with Added Salvaged Base Course

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2025
Supplemental Specifications	NONE

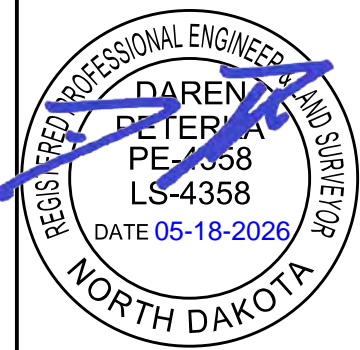
PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
CP-1417(024)	7.023	7.023



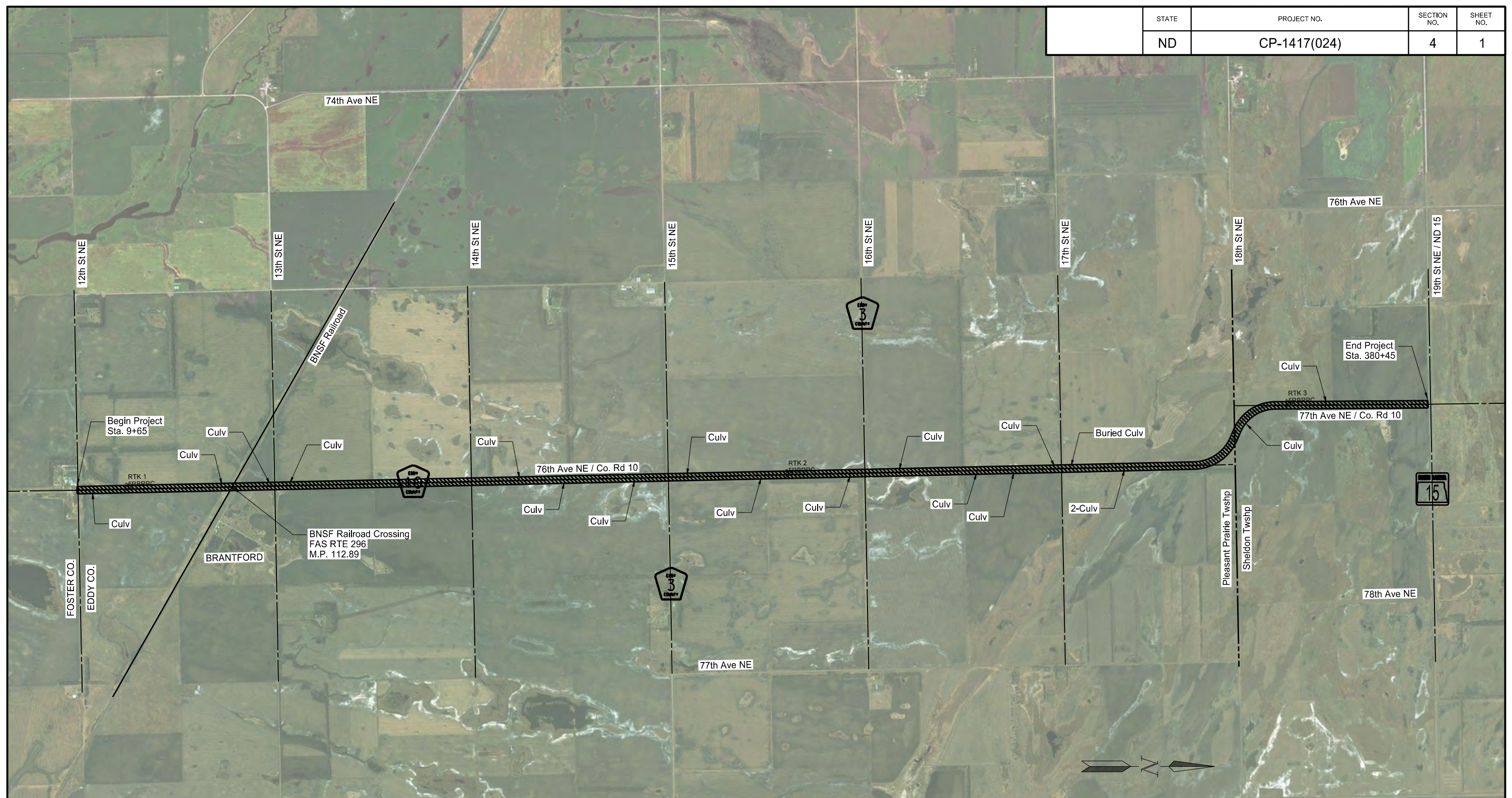
DESIGNER Daren Peterka, PE, LS
DESIGNER Mike May
DESIGNER Jacob L. Fandrich, EIT
DESIGNER Paul Sharp






INTERSTATE ENGINEERING, INC.



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	CP-1417(024)	4	1



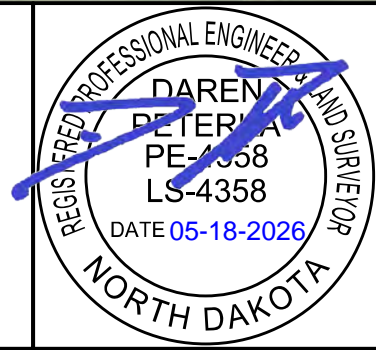
-  Add 2" Treated Base, Mine & Blend
-  Culv Existing Culvert - Use caution to assure no damage to culvert during construction
-  Buried Culv Existing Culvert - Use caution to assure no damage to culvert during construction

SCOPE OF WORK

Add Treated Base and Mine & Blend

Eddy Co. Road 10

Eddy County, North Dakota



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100-P01 UTILITIES: Utilities that the Engineer has been made aware of are shown on the plans. Other utilities may exist that are not shown. Underground utility locations are approximate and not all utilities are shown on the plans. The elevations are unknown. The Contractor will be liable for any costs resulting from damage to utilities or pipelines.

Utility companies will move or adjust conflicting facilities that are not designated for relocation in the plan documents. Coordinate work with the utility companies affected by the project.

107-710 HAUL ROADS: Contact the appropriate State, County, Township, or City officials to determine if there are any roadways that will be designated as "no haul routes" before submitting a proposal.

216-P01 WATER: All water needed for dust control and incorporation with materials to achieve compaction shall be included in the price bid for the associated item.

230-P01 SHOULDER PREPARATION: Specification 230.04B "Shoulder Preparation"

302-P01 SALVAGED BASE COURSE: 12,017 tons of Aggregate Base Course CL 5 shall be spread evenly throughout the project to be incorporate with the Full Depth Reclamation. All costs associated with hauling, placing, watering and spreading shall be included in the price bid for "AGGREGATE BASE COURSE CL 5".

302-P02 RESHAPE AGGREGATE BASE COURSE: Following the full depth reclamation, reshape the blended material to a cross section as shown in the plans. Utilize a motor grader to shape the blended material to a crown that is shown in the typical section. Compaction of this material will be required in accordance with Section 302 of the Standard Specifications and shall be included in the price bid for "RESHAPE AGGREGATE BASE COURSE".

Surface Tolerance. Use trimming equipment, including motor graders, equipped with automatic grade control to adjust for the cross slope and a smooth profile. The surface shall be free from irregularities exceeding 1/4 inch when measured with a 10' straightedge.

306-P01 FULL DEPTH RECLAMATION:

General. Depth of reclamation existing surface is estimated to be 10" depth. The conditions of the roadway may vary, therefore it is expected that the reclamation of existing roadway may vary by ±2".

Placement of Aggregate for Blending. Place aggregate at a rate of 1,711 Tons/Mile to an even depth and width before blending.

Use reclamation equipment to blend material. If damage to the subgrade occurs, stop and repair the subgrade before continuing the reclaiming process.

Maintenance of Completed Courses. Maintain a smooth and compacted surface on completed courses. Any damage to the prepared surface from equipment operations or traffic shall be repaired at no cost to the Owner. Maintain the prepared surface in good condition until all work is completed and accepted.

704-P01 TRAFFIC CONTROL: Traffic control devices as may be deemed necessary by the Contractor for safe operations of the work site including hauling from the pit shall be installed prior to the start of work and maintained during construction. Traffic to the public shall be maintained but can be controlled by signing, flagging, pilot car, traffic lights or other means that the Contractor may feel is necessary to maintain safe operations. The payment for Traffic Control shall be included in the Lump Sum bid for "MOBILIZATION"

714-P01 CULVERTS: The culverts shown on the plans shall remain in place. Caution shall be used at these locations so that the culvert are not damaged. Any damage culvert shall be replaced with new culvert of the same type and size.

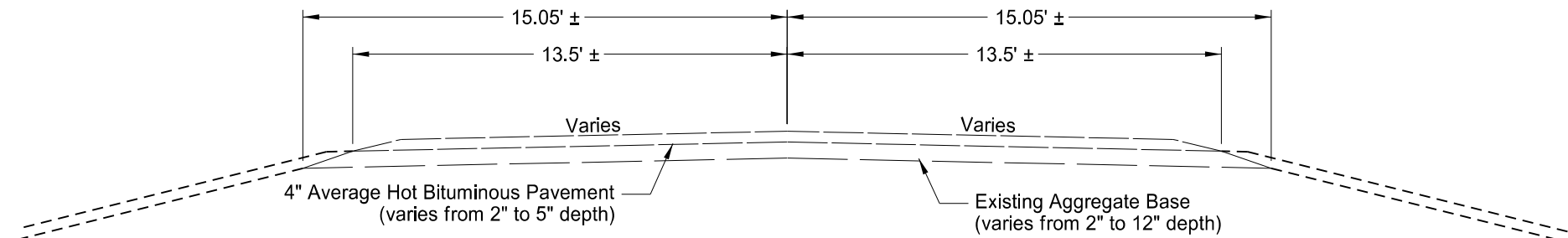


Estimated Quantities

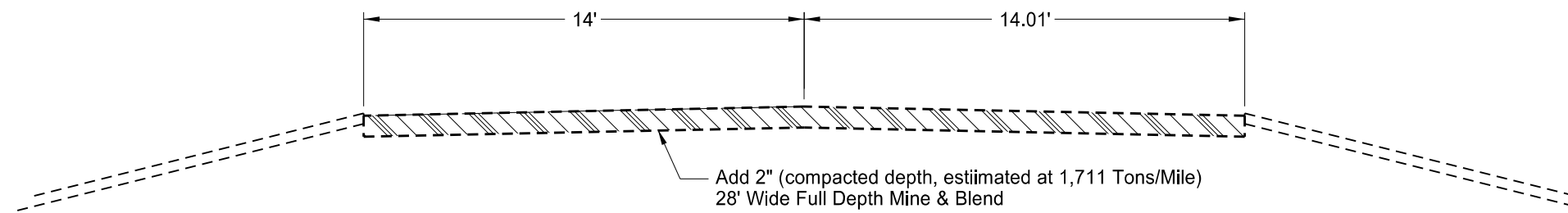
	STATE	PROJECT NO.	SECTION NO.	SHEET NO.
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SPEC	CODE	ITEM DESCRIPTION	UNIT	Mainline: Funding A	TOTAL
103	0100	CONTRACT BOND	L SUM	1	1
107	0100	RAILWAY PROTECTION INSURANCE	L SUM	1	1
230	0125	SHOULDER PREPARATION	MILE	14	14
302	0120	AGGREGATE BASE COURSE CL 5	TON	12017	12017
302	0407	RESHAPE AGGREGATE BASE COURSE	STA	370.8	370.8
306	0510	FULL DEPTH RECLAMATION	SY	115364	115364
702	0100	MOBILIZATION	L SUM	1	1

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EXISTING TYPICAL SECTION



FULL DEPTH RECLAMATION TYPICAL SECTION

TYPICAL SECTIONS

Add Treated Base and
Mine & Blend

Eddy Co. Road 10

Eddy County, North Dakota

