

1701 LAWS TO BE OBSERVED

The Contractor shall observe and comply with all of the following, relating to the conduct of Work on the Project or to individuals engaged in Work for the Project or employed on the Project:

- (1) All applicable State and Federal laws and regulations;
- (2) Orders and decrees of bodies and tribunals with lawful jurisdiction over the Work; and
- (3) Such local ordinances as are applicable to the Work, as determined by the Department.

The Contractor shall hold harmless and indemnify the Department and its representatives against all claims and liabilities arising from or based on violations committed by the Contractor or anyone subject to the control of the Contractor.

The Contractor shall immediately report to the Engineer in writing any Contract requirements that are contrary to or inconsistent with any law, regulation, order, decree, or applicable ordinance.

The Contractor shall endeavor to comply with relevant and significant ordinances, in consultation with the Engineer. Work on the state trunk Highway system is generally not subject to regulation by political subdivisions of the State.

1701.1 DATA PRACTICES

Bidders are advised that all data created, collected, received, maintained, or disseminated by the Contractor and any subcontractors in performing the Work contained in this Contract are subject to the requirements of MN Statute Chapter 13, the Minnesota Government Data Practices Act (MGDPA). The Contractor shall comply with the requirements of the MGDPA in the same manner as the Department. The Contractor does not have a duty to provide access to public data to the public, if the public data are available from the Department, unless otherwise required by the Contract.

1701.2 WORKER CONDUCT

Bidders are hereby reminded of the Department's policy to provide a workplace free of violence, threats of violence, harassment, and discrimination. The Department has established a policy of zero tolerance for violence in the workplace. Contractors performing work on Department construction Projects, or local government entities or public agencies utilizing state funds on highway construction Projects shall maintain a workplace free of violence, harassment, and discrimination. The Contractor shall

immediately remove from the Project any employee of the Contractor or a Subcontractor in violation of the Department's "Harassment Guidelines" and/or "Zero Tolerance of Violence in the Workplace" policy document until such time as the appropriate authority can complete an investigation.

1701.3 FALSE CLAIMS ACT

The provisions of the Minnesota "False Claims Against the State" Act (Minnesota Statutes Chapter 15C) apply to the Contractor's actions under this Contract. The Contractor certifies or affirms the truthfulness and accuracy of any statement it made in connection with the Award of this Contract, and certifies or affirms that it will not make or use a false or fraudulent claim, statement, or record in connection with the performance of this Contract.

1702 PERMITS, LICENSES, AND TAXES

The Contractor shall obtain the licenses and permits required by State and Federal laws and regulations. The Contractor shall pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the Work. If requested by the Department, the Contractor shall provide the Engineer with evidence of compliance with the permit, license, notice, and tax requirements.

1703 PATENTED DEVICES, MATERIALS, AND PROCESSES

The Contract Unit Prices include the cost of all royalties and costs from patents, trademarks, and copyrights needed to the complete the Work.

If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, the Contractor shall secure approval for its use from the patentee or owner. The Contractor shall indemnify and save harmless the Department and any political subdivision, department, or third party affected from all claims for infringement by reason of its use.

1704 RESTORATION OF SURFACE OPENED BY PERMIT

Individuals, firms, public utilities, or corporations wanting a surface opening, trench, or boring in the Highway shall obtain a permit from the Department. The Contractor shall only allow parties with valid permits to make openings in the Highway, as authorized by the Department.

The Department may:

- (1) Allow proper authorities of a political subdivision to construct or reconstruct any utility service in the Highway at any time, and
- (2) Grant permits for the construction or reconstruction of any utility service.

The Department will not pay the Contractor damages resulting from the Department's decisions to allow surface openings as specified in this section, or for related delays.

If the Engineer orders the Contractor to make repairs to an approved surface opening, the Department will consider the repair work to be Extra Work in accordance with 1402, "Contract Revisions."

1705 FEDERAL-AID PROVISIONS

The Contractor and all Subcontractors shall observe Federal laws, rules, and regulations if the Federal government pays for any portion of the cost of a Project. The Federal requirements of a Federal-aid Project will supersede conflicting provisions of State or local laws, rules, or regulations. The Department will inspect the Work on Projects funded by the Federal government. Inspection by the Department will not make the Federal government a party to the Contract or interfere with the rights of the parties to the Contract.

1706 EMPLOYEE HEALTH AND WELFARE

The Contractor shall provide and maintain sanitary and safety accommodations for the use and protection, and health and welfare of the Contractor's employees and suppliers in accordance with the following applicable safety and health codes and regulations:

- (1) Federal,
- (2) State,
- (3) Local, and
- (4) Other bodies and tribunals having jurisdiction.

The Contractor shall refer to the employee safety and sanitation regulations as specified in 29 CFR 1926, Occupational Safety & Health Administration (OSHA), Construction Industry Standards; MN Statute Chapter 182; and Minnesota Department of Labor & Industry, OSHA Division, Minnesota Rules Chapters 5205 to 5215 inclusive.

The Contractor shall provide, install, maintain, and remove required safety and health related Equipment and provisions, at no additional cost to the Department. The safety and health related Equipment and provisions shall comply with the applicable codes and regulations, be in operable condition, and allow Department personnel to perform required duties at the appropriate time.

The Contractor shall allow the entry of Federal, State, and local safety and health inspectors to perform inspections or investigations.

The Contractor shall perform construction operations in accordance with applicable laws, regulations and industry standards as specified this section. The Contractor is responsible for the development, implementation, and enforcement of safety requirements on the Project, regardless of any actions the Department may take to help ensure compliance with these requirements.

The Contractor shall submit a written safety program to the Engineer at the pre-construction conference addressing safety issues for all Project activities. The Contractor shall include the name(s) of the person(s), identified as the "Contractor's Designee(s)," in the safety program. Responsibilities of the "Contractor's Designee(s)" include the following:

- (1) Safety requirements,
- (2) Availability during performance of the Work, and
- (3) Correction of violations on the Project as observed by the Engineer.

1707 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall conduct operations and perform the Work in a manner that causes the least possible obstruction to traffic. The Contractor shall provide for the safety of the general public and for the residents living beside the Highway.

The Contractor shall provide temporary facilities to allow pedestrian travel over or through obstructions at public walkways and at other locations designated by the Engineer. The Contractor shall adequately fence and post conspicuous warning signs around hazardous open excavations or open excavations that contain water.

If performing Work in a municipality, the Contractor shall notify the local fire and police chiefs to allow time to rearrange routes of emergency vehicles before blockading a street. The Contractor shall keep the local fire and police chiefs informed about the status and removal of street blockades affecting emergency vehicle travel. The Contractor shall not obstruct access to fire hydrants without the approval of the local fire chief.

1708 RAILROAD HIGHWAY PROVISIONS

1708.1 GENERAL REQUIREMENTS

The Contractor shall perform Work in accordance with the Contract requirements in this section for the following:

- (1) Work within the railroad right-of-way or within 25 ft [7.6 m] of the nearest track,
- (2) Work adjacent to the railroad right-of-way and if Materials or Equipment may extend into the railroad right-of-way, and
- (3) Work includes a Contractor crossing for the movement of Equipment and Materials across the railroad right-of-way and tracks.

The Contractor shall coordinate railroad-highway requirements with each Railway and implement the railroad requirements and the requirements in this section before beginning the Work on Railway property.

Before entering the Railway property, if required by the Railway, the Contractor shall ensure each person providing labor, material, supervision, or services connected with the Work on the Railway property attends safety orientation provided or approved by the Railway. For some Railways, this safety orientation is available on the following websites: www.contractororientation.com or e-RAILSAFE.com.

Before entering the Railway property, the Contractor shall prepare and implement a safety action plan if required by and as approved by the Railway. The Contractor shall also audit compliance with that safety action plan during the Work. The Contractor shall keep a copy of the safety action plan and audit results at the Project Site. The Contractor shall allow the Railway to inspect the safety action plan at all reasonable times.

The Contractor shall not perform Work infringing on the statutory clearances in accordance with MN Statutes §219.45 to §219.53 until the Mn/DOT Manager of Rail Administration approves the safety action plan. The Contractor shall submit the safety action plan and clearance variances to the Mn/DOT Manager of Rail Administration before commencement of Work.

Unless specifically approved by the Railway before commencement of the Work, the Contractor shall not perform Work that interferes with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of the Railway, its lessees, licensees, or others. The Contractor shall not impair the safety of the tracks, property, and facilities of the Railway, its lessees, licensees or others.

When not in use, the Contractor shall keep machinery and Materials at least 50 ft [15.24 m] from the centerline of the Railway's nearest track, unless the Railway approves otherwise before commencement of the Work. The Contractor shall not allow vehicles to cross the Railway track, except for a crossing approved by the Railway before commencement of the Work, or at existing open public crossings.

The Contractor shall be responsible to the Railway, including affiliated railway companies and tenants, for damages for unscheduled delays to freight or passenger trains caused by the Contractor. The Contractor shall acknowledge the serious consequences resulting from unscheduled delays that effect the Railway's operations, especially delays of freight trains. The Contractor shall also acknowledge that delays affect the Railway's ability to fully utilize its equipment and meet customer service and contract obligations. The potential effects caused by a delay make ascertaining the amount of damages difficult.

If an emergency occurs in connection with Work on the railroad right-of-way, the Railway may perform work to maintain rail traffic. If the Contractor's operations caused the emergency, the Contractor shall reimburse the railroad for the cost of the emergency work and damages associated with delays to trains.

The Railway may inspect Work on the railroad right-of-way at any time to ensure that the Work will not adversely impact train traffic or safety.

1708.2 STRUCTURAL PLANS AND CONSTRUCTION METHODS

The Contractor shall not perform Work affecting Railway traffic, embankment, property and trainmen before the Railway approves the Contractor's construction methods and protective measures.

The Department will consider costs resulting from compliance with the requirements of this section as incidental and the Contractor shall perform this Work at no additional cost to the Department.

The Contractor shall prepare 5 sets of detailed plans indicating the foundation preparation methods intended for use adjacent to the Railway's tracks or at any Bridge Structures that are part of the Project. The detailed plans shall indicate the protective measures used to safeguard railroad property, embankment, traffic, and trainmen from damage and accident during construction operations adjacent to the Railway's track. The detailed plans shall include the following:

- (1) Before excavating for pier footings adjacent to the Railway's track, the Contractor shall construct a railing, approved by the Railway before construction, between the tracks and the pier excavation and at the ends of the excavation as approved by the Railway.

- (2) If using sheeting on the sides of footings adjacent to the Railway's track, the Contractor shall drive the sheeting before excavating for the footings. The Contractor shall cut off the sheeting at or slightly below the ground level immediately after driving the sheeting. The Contractor shall install and remove sheeting as approved by the Railway.
- (3) The Contractor shall immediately backfill the excavation at the piers adjacent to Railway tracks after completion of pier construction. The Contractor shall keep the railing in place until the completion of the backfill.
- (4) If pier construction occurs within the minimum horizontal clearance of 12 ft [3.6 m] as measured from the centerline of the Railway's nearest track, the Contractor shall construct a Railway-approved plank trainman's walk over the excavation, between the nearest track and the piers before beginning excavation. The Contractor may construct the protective installations outside of the neat lines of the footings along the track sides of the piers located within the minimum Railway horizontal clearance of 12 ft [3.6 m].

The Contractor shall submit the detailed plans to the Railway for approval. If approved, the Railway will return the plans to the Contractor. The Contractor shall submit the approved plans to the Engineer for approval. The Engineer will submit the plans to the Mn/DOT Office of Freight and Commercial Vehicle Operations, Rail Administration Section for approval, including approval for temporary clearance less than clearances required by statute. The Mn/DOT Office of Freight and Commercial Vehicle Operations, Rail Administration Section will make final distribution.

The Contractor shall indicate required agency or individual approvals on all five plan sets. For plans requiring modification for approval, the agency or individual providing the approval will note the modifications on the approved sets of plans or attachments to the plans.

The Mn/DOT Office of Freight and Commercial Vehicle Operations, Railroad Administration Section will distribute the final approved plans in accordance with the following:

- (1) Railway – 1 set,
- (2) Contractor – 2 sets,
- (3) Engineer – 1 set, and
- (4) Mn/DOT Office of Freight and Commercial Vehicle Operations, Railroad Administration Section – 1 set.

1708.3 LIABILITY INSURANCE

The Contractor shall provide liability insurance in accordance with this section, unless the Railway requires otherwise.

If performing Work on the railroad right-of-way or hauling Material across railroad tracks over a private crossing as required by the Contract, the Contractor shall provide Railroad Protective Liability Insurance in accordance with the following:

- (1) Physical Damage to Property – \$2,000,000 each occurrence,
- (2) Bodily Injury Liability,
- (3) Property Damage Liability, and
- (4) Physical Damage to Property – \$6,000,000 aggregate.

The Contractor shall provide an insurance certificate showing that the required insurance is in full force and effect before beginning Work. The Contractor shall not cancel the insurance until the Engineer has accepted the Work requiring the insurance. The Contractor shall submit one original copy of the insurance policy to the Department and to each of the Railway companies as specified in the special provisions at least 10 calendar days before beginning Work.

1708.4 FLAGGING, PROTECTIVE SERVICES, AND DEVICES

The Contractor shall provide flagging in accordance with this section, unless the Railway requires and the supplemental provisions specify otherwise.

The Railway will provide flagging and other protective services and devices for Contract-required Contractor Work performed on the railroad right-of-way or for Materials hauled across railroad tracks over a private crossing to protect railway facilities, personnel, equipment, and traffic.

The Contractor shall arrange flagging and other protective services and devices with the Railway. The Contractor shall notify the Railway and the Engineer at least 30 calendar days before the need for flagging and other protective services and devices. Unless the Railway requires otherwise, the Contractor shall notify the Railway and the Engineer at least 5 business days before the date flagging and other protective services and devices will no longer be necessary to allow the Railway to remove the flagger position, as required by Railway-union agreements.

Unless the Contract requires otherwise, the Contractor shall coordinate with the Railway for flagging and protective services and devices if performing Work in accordance with the following:

- (1) Over a railroad track,
- (2) Under a railroad track,
- (3) Within 25 ft [7.62 m] of the nearest track when measured horizontally from center line of the nearest track, and

- (4) If using cranes or construction Equipment positioned outside of the 25 ft [7.62 m] horizontal zone having component parts that, if tipped or dropped, could damage the Railway facilities and equipment.

The Contractor shall coordinate flagging and protective services and devices with the Railway to protect Railway property, employees, trains, engines, and facilities as directed by the Railway Roadmaster during the following:

- (1) If performing excavation below the bottom of the elevation and if the Railway Roadmaster determines that the track or other Railway facilities may move or settle,
- (2) If Work interferes with the safe operation of trains at timetable speeds, and
- (3) If the presence of persons, Materials, Equipment, or blasting operations present a hazards to Railway track, communications, signal, electrical, or other facilities.

The Contractor shall obtain special permission from the Railway before moving heavy or cumbersome objects or Equipment that could render the track impassable.

Unless the Contract requires otherwise, the Department will reimburse the Railway for the costs of necessary flagging, other protective services, and devices required to protect the Railway's facilities, personnel, equipment, and traffic.

1709 NAVIGABLE WATERWAYS

The Contractor shall not interfere with free navigation of waterways or impair existing navigable depths when performing Work on navigable waters, unless approved by a permit. For information regarding permits that are required for this Work, contact the Mn/DOT Office of Freight and Commercial Vehicle Operations.

1710 TRAFFIC CONTROL DEVICES

1710.1 GENERAL

The Contractor shall provide traffic control devices and methods meeting the requirements of the MN MUTCD, Part I and Part II of the Minnesota Standard Signs Manuals, and the applicable Material Specifications. The Contractor shall also provide traffic control devices and methods in accordance with the following:

- (1) Reflectorize all signs, paddles, and other traffic control devices, including those used for daytime operations; and

- (2) Signs shall meet the crash testing requirements of NCHRP 350 as specified by the MN MUTCD.

At the pre-construction meeting, the Contractor shall submit a letter of compliance or Mn/DOT NCHRP 350 Certificate of Compliance to the Engineer stating that the Category I and Category II devices meet the requirements of NCHRP 350 and are NCHRP 350-approved. The Contractor shall also include drawings of the different signs and devices with the letter of compliance, subject to the approval of the Engineer.

1710.2 PROVIDE, MAINTAIN, AND REMOVE

The Contractor shall provide and maintain traffic control devices as required by the Department in accordance with the contract and the MN MUTCD that perform the following functions:

- (1) Advise, warn, and alert the traveling public of construction in advance of the Project termini and on all Roads, Streets, and public trails approaching or crossing the Project;
- (2) Control and guide traffic through the Project, which may include using flag persons and pilot vehicles as required by the Contract; and
- (3) Protect, warn, and exclude traffic and protect workers at all work sites.

If the Contractor fails to properly provide, install, maintain, or remove any of the required traffic control devices, the Department reserves the right to correct the deficiency and to deduct the costs from any moneys due or becoming due to the Contractor in accordance with 1512, "Unacceptable and Unauthorized Work."

1710.3 PLANNED DETOURS

The Department, at its expense, will design traffic control devices necessary to control and guide traffic over planned Detours required by the Contract.

1710.4 (BLANK)

1710.5 TEMPORARY BY-PASSES

The Contractor shall construct, maintain, and remove traffic control devices on other temporary by-passes requested by the Contractor and approved by the Engineer at no additional cost to the Department.

1710.6 CONTRACTOR'S RESPONSIBILITY

The Engineer's approval of the traffic control devices and the Contractor's method of application of traffic control measures as specified in this section will not relieve the Contractor of responsibility for protecting the work, the workers, and the traveling public in accordance with 1511, "Inspection of Work."

The Contractor shall protect traffic signs not removed or relocated by the Department before construction in their original location for the duration of the work, except as otherwise approved by the Engineer. The Contractor may adjust or remove and reset a sign interfering with construction to a temporary location, if approved by the Engineer and if the original location is not critical and the Contractor resets the sign at the permanent location as soon as construction operations allow. The Contractor shall notify the Engineer before removing or disturbing a traffic sign.

The Department will make no direct payment for removing, protecting, and replacing traffic signs as specified in this section unless provided for elsewhere in the Contract. The Department will not provide additional compensation to the Contractor for delays, inconvenience, or damage from special construction required performing the work in the presence of traffic signs.

1710.7 ENGINEER'S AUTHORITY

In accordance with 1501, "Authority of the Engineer," the Engineer will accept or reject a traffic control device provided by the Contractor, but not incorporated in the final construction, based on acceptable day and night performance.

If requested by the Engineer, the Contractor shall provide representative samples or remove traffic control devices for testing at no additional cost to the Department.

1710.8 (BLANK)

1711 USE OF EXPLOSIVES

If using explosives to complete the Work, the Contractor shall not endanger life, property, or new Project Work. The Contractor is responsible for property damage, personal injury, and death resulting from the use of explosives.

The Contractor shall use explosives, securely store explosives, and mark explosive storage locations in accordance with applicable laws. If laws do not identify storage requirements, the Contractor shall store explosives at least 1,000 ft [300 m] away from the Road or from places of human occupancy, and as approved by the Engineer.

The Contractor shall notify property owners and public utility companies in the vicinity of the proposed detonation before using explosives to allow the property owners and public utility companies to protect property.

The Department advises the Contractor of the potential hazard of premature explosion of electric blasting caps due to propagation of radio frequency energy by transmitters of radio and related services such as television, radar, and wireless communications. The Contractor shall provide advance notification of blasting operations and any other precautions in accordance with Minnesota Rule 7500.1200.

1712 PROTECTION AND RESTORATION OF PROPERTY

1712.1 PROPERTY

The Contractor is responsible for the preservation of all public and private property of any character in performing the Work.

A Monuments

The Contractor shall preserve all land and property corner monuments, Right Of Way monuments, and vertical and horizontal control point monuments indicated in the Contract or provided in writing by the Engineer before the start of Work in the vicinity of the monument. If the Engineer determines that a monument designated for preservation was disturbed during construction activities, the Department will deduct a charge of \$1,000.00 per monument from the moneys due or becoming due the Contractor. The Engineer will determine the number of monuments disturbed or destroyed by the Contractor. If the Engineer determines that a monument requires removal to allow construction, the Department will not deduct the charge of \$1,000.00 per monument from moneys due or becoming due the Contractor.

B Utilities..... 1507

C Protection and Restoration of Vegetation..... 2572

D Preservation of Historical Objects 1406

1712.2 ADVANCE NOTICE

The Contractor shall give advance notice to the owners of all private property where the Contractor's operations will interfere with the property. The notice shall advise the private property owners of the nature of the interference and indicate the Contractor's intention to arrange for the protection of their property.

1712.3 (BLANK)

1712.4 GENERAL LIABILITY

The Contractor is responsible for all damages to property of any character, resulting from any act, omission, neglect, or misconduct in the execution or nonexecution of the Work. The Contractor will not be responsible for property within the Project Site if:

- (1) The Contract did not specify the existence and approximate location of the underground property, and
- (2) The Contractor fulfilled its obligations under Minnesota Statute Chapter 216D.

The Contractor shall restore damaged property to a condition equal to or better than that existing before the damage occurred by repairing, rebuilding, or replacing the property, or otherwise correcting the damage to the satisfaction of the Engineer, at no additional cost to the Department. Denial of a claim by the Contractor's insurance carrier does not relieve the Contractor of its obligations under this section.

1713 FOREST PROTECTION

If performing Work within or adjacent to State or National Forests, the Contractor shall comply with all regulations of the USDA Forest Service, State Fire Marshal, Department of Natural Resources, Division of Forestry, or other authority having jurisdiction, governing the protection of forests and the performance of Work within forests. The Contractor shall keep the areas in an orderly condition, dispose of all refuse, and obtain permits for the construction of field offices and other structures in accordance with the requirements of the Forest Supervisor.

The Contractor shall take all reasonable precautions to prevent and suppress forest fires and shall require employees and Subcontractors to take all reasonable measures within their power to prevent and suppress forest fires. The Contractor shall make every possible effort to notify a Forest official at the earliest possible moment of the location and extent of a fire.

1714 RESPONSIBILITY FOR DAMAGE CLAIMS; INSURANCE

1714.1 GENERAL

The Contractor shall indemnify, defend, and save harmless the Department, its officers, and its employees from all suits, actions, and claims of any character brought because of injuries or damages received or sustained by any person, persons, or property based on the following:

- (1) On account of the operations of the Contractor;
- (2) On account of or in consequence of any neglect in safeguarding the Work;
- (3) Use of unacceptable Materials in constructing the Work;
- (4) Any act or omission, neglect, or misconduct of the Contractor;
- (6) Claims arising or amounts recovered from infringements of patent, trademark, or copyright; or
- (7) Claims arising or amounts recovered under the Workers' Compensation Act, or under any other law, ordinance, order, or decree.

The Department may retain money due to the Contractor under this or any other contract with the Department that the Department deems necessary to protect its interests with respect to suits, actions, or claims arising on account of the Contractor's operations or in consequence of any act, neglect, omission, or misconduct of the Contractor. If no money is due to the Contractor, the Department may hold the Contractor's Sureties liable until the Department receives evidence that suits, actions, or claims have been settled.

The Contractor shall identify a contact person for damage complaints from the public, and shall maintain a log of such complaints and any action taken by the Contractor. The Contractor shall provide the log to the Engineer upon request.

1714.2 WORKERS' COMPENSATION INSURANCE

The Contractor shall provide workers' compensation insurance for all employees and shall require Subcontractors to provide workers' compensation insurance in accordance with the Minnesota statutory requirements and the following:

- (1) Part 2, Employers' Liability including Stop Gap Liability for monopolistic states. Provide the following minimum limits unless otherwise stated in the special provisions:
 - (1.1) \$100,000 – Bodily Injury by disease per employee,
 - (1.2) \$500,000 – Bodily Injury by disease aggregate, and
 - (1.3) \$100,000 – Bodily Injury by accident.
- (2) Coverage C: All States Coverage,

- (3) If applicable, USL&H, Maritime, Voluntary, and Foreign Coverage, and
- (4) Waiver of subrogation in favor of the Department.

If the Contractor is self-insured for its obligation under the Workers' Compensation Statutes in the jurisdiction where the Project is located, the Contractor shall provide the Department with a Certification of the Authority to Self-Insure.

1714.3 COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall maintain insurance to cover liability from operations under the Contract, whether such operations are by the Contractor, Subcontractor, or by anyone directly or indirectly employed under the Contract.

A Minimum Limits of Liability

The Contractor shall provide the following minimum limits of liability:

- (1) \$2,000,000 – Per occurrence,
- (2) \$2,000,000 – Annual aggregate,
- (3) \$2,000,000 – Annual aggregate applying to Products and Completed Operations,
- (4) \$50,000 – Fire damage, and
- (5) \$5,000 – Medical expense (any one person per occurrence)

B Coverages

The Contractor shall provide the following types of coverage:

- (1) Premises and Operations Bodily Injury and Property Damage,
- (2) Personal and Advertising Injury,
- (3) Products and Completed Operations Liability,
- (4) Contractual Liability as provided in ISO form CG 00 01 12 04 or its equivalent,
- (5) Pollution exclusion with standard exception as per ISO Commercial General Liability Coverage Form – CG 00 01 12 04 or equivalent,
- (6) Explosion, Collapse, and Underground (XCU) perils,
- (7) Broad Form PD,
- (8) Independent Contractors – Let or Sublet Work,
- (9) Waiver of subrogation in favor of the Department, and
- (10) Department named as an Additional Insured, by endorsement, ISO Forms CG 2010 and CG 20 37 or their equivalent for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible.

1714.4 AUTOMOBILE LIABILITY INSURANCE

A Coverage

The Contractor shall maintain the following insurance coverages for liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles:

- (1) Owned automobiles,
- (2) Non-owned automobiles,
- (3) Hired automobiles, and
- (4) Waiver of subrogation in favor of the Department.

B Minimum Limit of Liability

The Contractor shall provide a minimum limit of liability of at least \$2,000,000 Per Occurrence Combined Single Limit for Bodily Injury and Property Damage.

1714.5 UMBRELLA OR EXCESS LIABILITY INSURANCE

The Contractor may use an umbrella or excess liability insurance policy to supplement the Contractor's policy limits to meet the full policy limits as required by the Contract.

1714.6 ADDITIONAL CONDITIONS

The Contractor shall provide primary and non-contributory insurance policies to any other valid and collectible insurance available to the Department with respect to any claim arising out of the Contract.

The Contractor shall file evidence of Subcontractor insurance.

The Contractor shall pay for Contract-related insurance premiums and deductibles.

The Contractor shall provide policies from insurance companies meeting the following requirements:

- (1) AM Best rating of at least "A-",
- (2) Financial Size Category of at least VII, and
- (3) Authorized to do business in the State of Minnesota.

The Contractor shall submit acceptable certificates of insurance to the Department before beginning Work under the Contract. Certificates and the required insurance policies shall contain a provision stating that coverage afforded under these policies shall not be cancelled without at least 30 days advance written notice to the Department.

1714.7 NOTICE TO THE CONTRACTOR

The failure of the Contractor to provide the Department with certificates of insurance for the policies or renewals and the failure of the insurance company to notify the Department of cancellation of policies as required by the Contract shall not constitute a waiver by the Department to the Contractor to provide insurance.

The Department reserves the right to terminate the Contract in accordance with 1808, "Default of Contractor," if the Contractor fails to meet the insurance requirements specified in this section. The Department retains all rights to pursue any legal remedies against the Contractor. In the event of a claims dispute, the Contractor shall make all insurance policies available for the Department's inspection and shall submit copies of policies to the Department's authorized agent if requested by the Department in writing.

1715 OPENING SECTIONS OF THE ROADWAY TO TRAFFIC BEFORE COMPLETION OF THE PROJECT

The requirement of this section shall not relieve the Contractor of obligations for maintenance of traffic over Roads undergoing improvements, as specified in 1404, "Maintenance of Traffic." Opening of a section of the Roadway to traffic shall not constitute acceptance of the incomplete portions of the Project, nor shall opening a section of the Roadway to traffic before the completion of the entire Contract waive any provisions of the Contract.

The Special Provisions may require, or the Engineer may direct, the Contractor to open sections of the Roadway to traffic before the completion of that section or the entire Project:

- (1) On sections of the Roadway that the Department requires the Contractor to open to traffic before completion of the entire Project, the Department will relieve the Contractor of any expense entailed in maintaining the Roadway for traffic. The Department will hold the Contractor responsible for repair of damage to the Work not attributable to traffic. If the Contract does not include Contract Unit Prices for Roadway maintenance, the Department may direct the Contractor to perform the Roadway maintenance work as Extra Work in accordance with 1402, "Contract Revisions," or the Department may perform the Roadway maintenance work with the Department's forces.
- (2) If a section of the Roadway is opened to traffic as directed by the Engineer, for unforeseen reasons not the fault of the Contractor, the Department will pay the Contractor for additional expenses incurred in completing the remaining Work under traffic. The Department may extend the Contract

Time, if justified, with a Supplemental Agreement executed in advance of the traffic opening, describing the agreed conditions.

- (3) If a section of the Roadway is opened to traffic before its completion, as a requirement of the Contract or as directed by the Engineer as a result of failure or negligence by the Contractor, the Contractor shall perform remaining construction operations with the least possible obstruction to traffic. The Department will not provide the Contractor any additional compensation or extension of time due to increased costs or changed working conditions resulting from opening the Road to traffic before its completion.

1716 CONTRACTOR'S RESPONSIBILITY FOR WORK

The Contractor is responsible for the Work until the Engineer provides final project acceptance in writing. The Contractor shall protect the Project against injury or damage from weather or other causes arising from the execution or non-execution of the Work. The Contractor shall rebuild, repair, and correct injuries or damages to the Work at no additional cost to the Department, before the Engineer will grant final acceptance of the Project unless:

- (1) Otherwise specified in the Contract, or
- (2) The damage to the Work was caused by unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including acts of God such as earthquake, tidal wave, tornado, hurricane, other cataclysmic phenomenon of nature, or acts of a public enemy or of governmental authorities.

If the Engineer suspends the Work, the Contractor shall perform the following functions at no additional cost to the Department:

- (1) Take precautions to prevent damage to the Project;
- (2) Provide for normal drainage in accordance with 2573, "Storm Water Management," and 2575, "Establishing Turf and Controlling Erosion;"
- (3) Erect necessary temporary structures, signs, or other facilities in accordance with 1404, "Maintenance of Traffic," and 1710, "Traffic Control Devices;" and
- (4) Take precautions to protect new tree growth and other vegetative growth against injury as specified in 2571, "Plant Installation and Establishment," 2572, "Protection and Restoration of Vegetation," and 2575, "Establishing Turf and Controlling Erosion."

If the Contractor fails to comply with these provisions, the Engineer will notify the Contractor in writing of the unacceptable Work. If the Contractor fails to take

action as directed by the Engineer, the Department may have the Work performed by others and will deduct the costs for this Work from moneys due the Contractor under this Contract or any other contract with the Department.

1717 AIR, LAND, AND WATER POLLUTION

1717.1 GENERAL

The Contractor shall schedule and conduct construction operations to prevent, control, minimize, or abate pollution of air, land, and water in accordance with 1701, "Laws to be Observed." The Contractor shall obtain permits in accordance with 1702, "Permits, Licenses, and Taxes."

A Discovery of Contaminated Materials and Regulated Waste

If during the course of the Project, the Contractor unexpectedly encounters any of the following conditions indicating the possible presence of contaminated soil, contaminated water, or regulated waste, the Contractor shall immediately stop Work in the vicinity, notify the Engineer, and request suspension of Work in the vicinity of the discovery area, in accordance with 1803.4, "Temporary Suspensions."

The Engineer will conduct a documented inspection and evaluation before resumption of Work. The Contractor shall not resume Work in the suspected area until approved by the Engineer.

Some indicators of contaminated soil, ground water, or surface water include the following:

- (1) Odor, including gasoline, diesel, creosote as in the odor of railroad ties, mothballs, or other chemical odor;
- (2) Soil stained green or black for reasons other than organic content, or soil with a dark, oily appearance, or any unusual soil color or texture; or
- (3) A rainbow colored sheen on surface water or soil.

Some indicators of regulated wastes include the following:

- (1) Cans, bottles, glass, scrap metal, and wood;
- (2) Concrete and asphalt rubble;
- (3) Roofing materials, shingles, siding, vermiculite, floor tiles, transite or fibrous material, possible indicators of demolition waste that could contain asbestos, lead, or other chemicals;
- (4) Culverts or other pipes with tar-like coating, insulation or transite, possible indicators of asbestos;

- (5) Ash, possibly from burning of regulated materials that may contain lead, asbestos or other chemicals;
- (6) Sandblast residue that could contain lead;
- (7) Treated wood including, but not limited to products referred to as green treat, brown treat, and creosote;
- (8) Chemical containers such as storage tanks, drums, and filters; and
- (9) Old basements with intact floor tiles or insulation that could contain asbestos, sumps that could contain chemical waste, waste traps that could contain oil wastes, and cesspools that could contain chemical or oily wastes.

B Water Protection

The Contractor shall take all precautions and actions to prevent pollution of ground water and surface water with any particulate or liquid matter that may be harmful to fish and wild life, public health or cause a public nuisance.

The Contractor shall minimize the crossings of streams and rivers with hauling equipment. The Contractor shall use temporary bridging when required by the Contract or by permit. The Contractor shall clear the crossings of temporary construction and restore to pre-disturbed conditions as soon as practical after use. The Contractor shall minimize water pollution from haul roads, work platforms, temporary earth fills, and other temporary construction used to facilitate bridge or culvert construction.

C Land Protection

The Contractor shall minimize erosion on the project. The Department will consider all areas within the grading construction limits, exclusive of roadbed areas, that grading or grubbing operations have rendered natural vegetation ineffective as being exposed to probable erosion until such time that the Contractor completes final surface finishing and turf establishment operations. The Department will withhold funds for these areas in accordance with 2575, "Establishing Turf and Controlling Erosion."

D Air Protection

The Contractor shall take actions to minimize pollution of air with particulate matter that may harm public health or may create a public nuisance.

1717.2 STORMWATER MANAGEMENT AND EROSION CONTROL

When required by Contract, the Contractor shall obtain and adhere to the NPDES Stormwater Permit for Construction Activity from the Minnesota Pollution Control Agency (MPCA). The Contractor shall not initiate work until the MPCA activates the permit.

A General Requirements

The Contractor shall schedule and conduct construction activities in a manner that will minimize soil erosion and provide water protection.

Before construction begins, the Contractor shall install temporary sediment control measures in areas that contribute flow to public waters.

The Contractor shall implement the Storm Water Pollution Prevention Plan, including the following:

- (1) Schedule, install, and maintain temporary and permanent sediment and erosion control measures;
- (2) Construct ponds;
- (3) Construct drainage facilities;
- (4) Finish earthwork operations;
- (5) Place topsoil; and
- (6) Establish turf.

The Contractor shall install perimeter control barriers on stockpiles.

The Contractor shall minimize vehicle tracking of sediment or soil off site at locations where vehicles exit the Project Site onto paved surfaces. The Contractor shall remove tracked sediment from paved surfaces that do not drain back into the Project Site within 24 h of discovery.

The Contractor shall retrieve sediment that has left the right-of-way unless the Project has received approval or certification for depositing fill into surface waters.

The Contractor shall remove deltas and sediment deposited in drainage ways or catch basins, and stabilize the areas where sediment removal results in exposed soil.

The Contractor shall provide and incorporate temporary or permanent stabilization on exposed slopes into the erosion and sediment control schedule.

B Quality Control

The Contractor shall maintain and implement a quality control program for erosion control and sediment prevention including the following:

- (1) Adherence to permit requirements related to the Work;
- (2) Conducting weekly inspections of Sediment control Best Management practices (BMPs);
- (3) Developing and maintaining the inspection log with dates and times;
- (4) Incorporating temporary or permanent erosion control into the work and stabilizing disturbed areas with mulch, seed, or vegetative cover on a section by section basis;

- (5) Maintaining temporary sediment control devices; and
- (6) Removing temporary sediment control devices after use.

The Contractor shall provide an individual to conduct the quality control program. The Engineer may review the Contractor's quality control and inspection procedures. The Contractor shall maintain the erosion and sediment control inspection records at the Project Site and make the inspection records available to the Engineer for verification.

C Erosion and Sediment Control Schedule

The Contractor shall prepare and submit a weekly schedule of proposed erosion and sediment control activities including the following:

- (1) Proposed erosion and sediment control installations and the installation time,
- (2) Areas ready for permanent turf establishment and the work time frame,
- (3) Grading operations and how the Contractor will incorporate the erosion control into the Work,
- (4) Findings of erosion and sediment control inspections with recommended repair or maintenance required on erosion or sediment control BMPs and completion date, and
- (5) Proposed erosion control measures during work suspensions.

D Site Management Plan

The Contractor shall provide a Site Management Plan as shown on the Plans, or within 10 calendar days of receipt of written notice from the Engineer, for construction operations within 1 mi [1.6 km] of surface waters or Areas of Environmental Sensitivity (AES). In the Site Management Plan, the Contractor shall detail the schedule of work, materials, and equipment along with stormwater or pollutant management BMPs to complete the work and protect the surface waters or AES. The Contractor shall not start work in the affected areas until the Engineer approves the Site Management Plan document.

1718 FURNISHING RIGHT OF WAY

The Department will provide the required Right Of Way for the Project before scheduled construction Work begins, except as otherwise required by the Contract.

1719 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out the provisions of the Contract, and in exercising the powers and authorities granted to them by or within the scope thereof, no personal liability shall fall upon the Commissioner, the Engineer, or their authorized representatives, it being understood that in all matters they act solely as agents and representatives of the Department.

1720 NO WAIVER OF LEGAL RIGHTS

The Department may correct measurements, estimates, or certificates made before or after completion and acceptance of Work, after final acceptance of the Contract in accordance with 1516.4, "Final Contract Acceptance." The Department may recover overpayments and damages sustained from the Contractor's failure to fulfill the obligations as required by the Contract from the Contractor or the Contractor's sureties. The Contractor shall not consider a waiver from the Department for any breach of any part of the Contract as a waiver of any other or subsequent breach.

Notwithstanding final acceptance of the Contract, the Contractor shall remain responsible for false claims, latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Department's rights under any warranty or guaranty.

1721 AUDITS

In accordance with MN Statute § 16C.05, Subdivision 5, the Department and the Legislative Auditor or the State Auditor may examine and audit the following for at least 6 years after the end of the Contract:

- (1) Books,
- (2) Records,
- (3) Documents,
- (4) Accounting procedures, and
- (5) Accounting practices of the Contractor or the Subcontractors.