

WORK SESSION – SPECIAL REVENUE BUDGETS- 6:30 P.M.

REGULAR WASECA CITY COUNCIL MEETING

TUESDAY, OCTOBER 3RD, 2023, 7:00 PM

AGENDA

1. CALL TO ORDER/ROLL CALL
2. MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE
3. APPROVAL OF AGENDA
4. PUBLIC COMMENT

Those wishing to speak must state their name and address for the record. Each person will have **three (3) minutes** to make their remarks. Speakers will address all comments to the City Council as a whole. The Council **may not take action** on an item presented during the Public Comment period. When appropriate, the Council may refer inquiries and items brought up during the Public Comment period to the City Manager for follow-up.

5. REQUESTS AND PRESENTATIONS
6. CONSENT AGENDA
 - A. Minutes: Council Meeting & Work Session – September 19, 2023
 - B. Payroll & Expenditures
 - C. 2023 City Sidewalk Project Final Payment (City Project No. 2023-04)
 - D. TH13 Trail Connector Project Final Payment (City Project No. 2023-06)
 - E. 2nd St SW & 2nd Ave SW Intersection Reconstruction Project Final Payment (City Project No. 2023-01)
 - F. Waseca Airport 20-Year Capital Improvement Plan
 - G. Waseca Airport Courtesy Vehicle Donation
 - H. Residential Tax Abatement for 1105 11th Avenue SE
7. ACTION AGENDA
 - A. Change date of November 7th Meeting – County Commissioner Election
 - B. Public Hearing: Resolution 23-39 Adopting Miscellaneous Assessments
 - C. Authorize Bids for the Well Rehabilitation Project
8. REPORTS
 - A. City Manager's Report
 - B. Commission Reports
9. ANNOUNCEMENTS
10. ADJOURNMENT

**MINUTES
WASECA CITY COUNCIL WORK SESSION
TUESDAY, SEPTEMBER 19, 2023, 6:00 P.M.**

CALL TO ORDER

The Waseca City Council Work Session began at 6:00 p.m.

ROLL CALL

Councilmembers Present:	Mayor Randy Zimmerman	Mark Christiansen
	Jeremy Conrath	James Ebertowski
	John Mansfield	Stacey Schroeder
	Daren Arndt	

Staff Present: Carl Sonnenberg, City Manager
Alicia Fischer, Finance/Human Resources Director
Julia Hall, City Clerk

PURPOSE

To review options for the 2024 Preliminary Levy from the September 5th City Council meeting.

CONVERSATION

- Carl Sonnenberg, City Manager, presented four (4) options for setting the preliminary levy. The council discussed what those options would mean.

This being a presentation with no action items, the work session adjourned at 6:53 p.m.

JULIA HALL
CITY CLERK

RANDY L. ZIMMERMAN
MAYOR

**MINUTES
REGULAR WASECA CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 19, 2023, 7:00 P.M.**

CALL TO ORDER

1. The Regular Waseca City Council Meeting was called to order by Mayor Randy Zimmerman at 7:00 p.m.

ROLL CALL

Councilmembers Present: Mayor Randy Zimmerman Daren Arndt
Mark Christiansen Jeremy Conrath
James Ebertowski John Mansfield
Stacey Schroeder

Staff Present: Carl Sonnenberg, City Manager
Nate Willey, City Engineer
Julia Hall, City Clerk

MOMENT OF SILENT PRAYER/PLEDGE OF ALLEGIANCE

2. A moment of silence was observed. The Pledge of Allegiance to the Flag was recited.

APPROVAL OF AGENDA

3. Councilmember Mansfield made the motion to approve the agenda, seconded by Councilmember Ebertowski. Motion carried 7-0.

PUBLIC COMMENT

4. A Deb Dobberstein, 908 11th Avenue Southeast: Looking to clarify items presented at the Gaiter Lake Meetings.

REQUESTS AND PRESENTATIONS

5. None

CONSENT AGENDA

6. A. Councilmember Arndt made the motion to approve the consent agenda, seconded by Councilmember Ebertowski. Motion carried 7-0.

ACTION AGENDA

7. A. Marilyn Wilkus from the National Society Daughter of the American Revolution, accompanied by members Angie Sipe and Linda Born, presented on the history of the Constitution and the Constitution Week of September 17 – 23, 2023
Public Hearing Opened at 7:08 p.m.
Public Hearing Closed at 7:09 p.m. with no public comments.

- Motion to approve Ordinance 1100- Off Sale Liquor Licenses, Waseca Code Chapter 113.06 was made by Ebertowski, seconded by Conrath. Motion carried 6-0 (Mansfield abstained).
- B. Motion to approve Resolution 23-41: Preliminary Levy and Budget as presented was made by Conrath, seconded by Mansfield. Motion carried 6-1 (Nay Christiansen).
 - C. Motion to approve Resolution 23-40: EDA Levy and Budget as presented was made by Mansfield, seconded by Conrath. Motion carried 7-0,
 - D. Schroeder recused herself from the conversation. Motion to approve LELS 506 Contract and Letter of Agreement was made by Ebertowski, seconded by Conrath. Motion carried 6-0 (Schroeder abstained).
 - E. Motion to approve Resolution 23-30: City of Waseca Wellness Committee Policy with adding a \$500 line item from the General Fund Budget was made by Schroeder, seconded by Arndt. Motion carried 7-0.
 - F. Motion to approve entering into the Purchase Agreement to Replace the 1996 Pierce Aerial Platform Ladder Truck, with authorization to Staff for future conversations for cost reimbursements on usage with other communities, was made by Conrath, seconded by Ebertowski. Motion carried 7-0.

REPORTS

- 8. A. City Manager's Report:
 - 1. None
- B. Commission Reports:
 - 1. Heritage Preservation Commission: Councilmember Ebertowski reported that the scholarship with the High School is progressing nicely. They had another business bring plans forward to redo their storefront in the historic downtown; there will be a special meeting for that item on Monday, September 25th.
 - 2. Economic Development Authority: Councilmember Mansfield reported they discussed the Levy and Expenditures. They approved a loan. Also, the new software is being implemented on all new loans.

ANNOUNCEMENTS

- 9. A. Councilmember Arndt:

Thank you to Carley Gleason for your time on the Planning Commission.
- B. Councilmember Christiansen:

Pickle Ball court lights need to be rejuvenated. It is in the Capital Plan to resurface the courts. Thought the Gaiter Lake meetings went well.
- C. Councilmember Ebertowski:

Deer Bow Hunting season has begun. Be safe out there. Harvest season is ramping up as well.
- E. Councilmember Schroeder:

Is fascinated by the change from the old comprehensive plan.
- D. Councilmember Conrath:

November 2nd at noon is the Staff lunch for Health Insurance Open Enrollment.

ADJOURNMENT

- 10. There being no further business to be brought before the Council, Arndt moved to adjourn the meeting at 7:52 p.m., seconded by Conrath. Motion carried 6-1. (Nay Ebertowski)

JULIA HALL
CITY CLERK

RANDY L. ZIMMERMAN
MAYOR

Micah Fischer

6B

LIST OF EXPENDITURES

October 3, 2023

Carl Cunningham

=====:

City Council	4,250.00
Streets	28,853.92
Parks	14,844.80
Wastewater	12,135.56
Utility Administration	9,425.94
Utility Offices	8,118.68
Electric	15,415.46
Water	4,600.05
Building and Code Compliance	3,040.71
Police	67,102.23
Administration	0.00
Community Aides	418.32
Fire	9,703.52
Paid On Call Fire Department	738.99
PEG	230.91
Election Judges	0.00
Finance	13,248.28
Community Development	2,309.25
Engineering	17,639.04
Recreation	2,556.24
Econ Development	<u>3,217.65</u>

Total Gross Payroll	217,849.55
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*Less- Payroll Deductions	<u>(69,228.52)</u>
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Net Payroll Cost	\$	148,621.03
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*These costs are included in Accounts Payable totals below

Accounts Payable

Utility deposit refunds dated:

Includes check #'s

Expenditures dated:

September 15, 2023-September 28, 2023

Includes check #'s 159666-159693

Bank ACH Withdrawals.....	<u>693,134.17</u>
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GRAND TOTAL EXPENDITURES	\$	<u>841,755.20</u>
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Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
General Fund						
09/28/2023	92328	MN Sales and Use Tax Payable	August Sales Tax Payable	101-20210-0000	1,761.39	M
Total 101202100000:					1,761.39	
09/21/2023	92322	ACH Internal Revenue Service	FEDERAL WITHHOLDING TAX Pay Period: 9/17/2023	101-21701-0000	20,130.48	M
Total 101217010000:					20,130.48	
09/21/2023	92318	MN Department of Revenue	STATE WITHHOLDING TAX Pay Period: 9/17/2023	101-21702-0000	9,857.50	M
Total 101217020000:					9,857.50	
09/21/2023	92322	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 9/17/2023	101-21703-0000	8,261.31	M
09/21/2023	92322	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 9/17/2023	101-21703-0000	8,667.34	M
Total 101217030000:					16,928.65	
09/21/2023	92319	Public Employees Retirement Assn (ACH	PERA COORD Emplr 1% Pay Period: 9/17/2023	101-21704-0000	1,334.60	M
09/21/2023	92319	Public Employees Retirement Assn (ACH	PERA COORDINATED Employee Pay Period: 9/17/2023	101-21704-0000	8,675.04	M
09/21/2023	92319	Public Employees Retirement Assn (ACH	PERA POLICE Employee Pay Period: 9/17/2023	101-21704-0000	8,249.75	M
09/21/2023	92319	Public Employees Retirement Assn (ACH	DEF CONTRIBUTION/EMPL Pay Period: 9/17/2023	101-21704-0000	58.70	M
09/21/2023	92319	Public Employees Retirement Assn (ACH	PERA COORDINATED Employer Pay Period: 9/17/2023	101-21704-0000	8,675.04	M
09/21/2023	92319	Public Employees Retirement Assn (ACH	PERA POLICE Employer Pay Period: 9/17/2023	101-21704-0000	12,374.63	M
09/21/2023	92319	Public Employees Retirement Assn (ACH	DEF CONT Employer Pay Period: 9/17/2023	101-21704-0000	58.70	M
Total 101217040000:					39,426.46	
09/21/2023	159666	NCPERS Minnesota - 8266711	LIFE INSURANCE - PERA Pay Period: 9/17/2023	101-21711-0000	224.00	
Total 101217110000:					224.00	
09/21/2023	92322	ACH Internal Revenue Service	MEDICARE Pay Period: 9/17/2023	101-21712-0000	2,910.58	M
09/21/2023	92322	ACH Internal Revenue Service	MEDICARE Pay Period: 9/17/2023	101-21712-0000	3,005.53	M
Total 101217120000:					5,916.11	
09/21/2023	92323	MSRS- (DEF COMP)	MSRS - ROTH (AFTER TAX) Pay Period: 9/17/2023	101-21713-0000	1,325.00	M
09/21/2023	92323	MSRS- (DEF COMP)	MSRS - DEF COMP Pay Period: 9/17/2023	101-21713-0000	1,049.00	M
Total 101217130000:					2,374.00	
09/21/2023	92321	Vantagepoint Transfer Agents 457	ICMA - ROTH (AFTER TAX) Pay Period: 9/17/2023	101-21714-0000	350.00	M
09/21/2023	92321	Vantagepoint Transfer Agents 457	ICMA DEF COMPENSATION Pay Period: 9/17/2023	101-21714-0000	603.43	M
Total 101217140000:					953.43	
09/21/2023	92327	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 9/17/2023	101-21715-0000	1,031.61	M
09/21/2023	92327	Colonial Life & Accident Insurance Co	COLONIAL LIFE Pay Period: 9/3/2023	101-21715-0000	1,031.61	M
Total 101217150000:					2,063.22	
09/28/2023	92329	Medsurety	Flex Reimbursement	101-21716-0000	1,673.00	M
09/28/2023	159680	Medsurety	Flex Reimbursement	101-21716-0000	156.25	
09/21/2023	92324	Medsurety	HSA Contribution Pay Period: 9/17/2023	101-21716-0000	1,872.27	M

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 101217160000:					3,701.52	
09/21/2023	92320	MN Child Support Payment Center	CHILD SUPPORT FLAT AMT Pay Period: 9/17/2023	101-21717-0000	1,005.07	M
Total 101217170000:					1,005.07	
09/21/2023	92326	Family Medical Care Plan	FMCP Single Pay Period: 9/17/2023	101-21720-0000	22.47	M
09/21/2023	92326	Family Medical Care Plan	FMCP Single Pay Period: 9/3/2023	101-21720-0000	22.48	M
09/21/2023	92326	Family Medical Care Plan	FMCP Single Pay Period: 9/17/2023	101-21720-0000	427.02	M
09/21/2023	92326	Family Medical Care Plan	FMCP Single Pay Period: 9/3/2023	101-21720-0000	427.03	M
09/21/2023	92325	United Healthcare	UHC Family Pay Period: 9/3/2023	101-21720-0000	17,500.00	M
09/21/2023	92325	United Healthcare	UHC Family Pay Period: 9/17/2023	101-21720-0000	17,500.00	M
09/21/2023	92325	United Healthcare	UHC Single Pay Period: 9/3/2023	101-21720-0000	14,401.38	M
09/21/2023	92325	United Healthcare	UHC Single Pay Period: 9/17/2023	101-21720-0000	14,401.38	M
09/21/2023	92325	United Healthcare	UHC Employee + 1 Pay Period: 9/3/2023	101-21720-0000	321.12	M
09/21/2023	92325	United Healthcare	UHC Employee + 1 Pay Period: 9/17/2023	101-21720-0000	321.03	M
09/21/2023	92325	United Healthcare	UHC Employee + 1 Pay Period: 9/3/2023	101-21720-0000	7,875.00	M
09/21/2023	92325	United Healthcare	UHC Employee + 1 Pay Period: 9/17/2023	101-21720-0000	7,875.00	M
09/21/2023	92325	United Healthcare	UHC Family Pay Period: 9/17/2023	101-21720-0000	942.20	M
09/21/2023	92325	United Healthcare	UHC Family Pay Period: 9/3/2023	101-21720-0000	942.34	M
09/21/2023	92325	United Healthcare	Amendariz September COBRA	101-21720-0000	847.14	M
09/21/2023	92325	United Healthcare	Gedicke September COBRA	101-21720-0000	847.14	M
09/21/2023	92325	United Healthcare	Grotberg September COBRA	101-21720-0000	847.14	M
09/21/2023	92325	United Healthcare	Matson September COBRA	101-21720-0000	847.14	M
09/21/2023	92325	United Healthcare	Crouse July & August Premium Adjustment	101-21720-0000	1,694.28	M
Total 101217200000:					88,061.29	
09/21/2023	92326	Family Medical Care Plan	FMCP Family Pay Period: 9/17/2023	101-21724-0000	351.00	M
09/21/2023	92326	Family Medical Care Plan	FMCP Family Pay Period: 9/3/2023	101-21724-0000	351.00	M
09/21/2023	92326	Family Medical Care Plan	FMCP Family Pay Period: 9/17/2023	101-21724-0000	3,159.00	M
09/21/2023	92326	Family Medical Care Plan	FMCP Family Pay Period: 9/3/2023	101-21724-0000	3,159.00	M
Total 101217240000:					7,020.00	
09/28/2023	20230774	APG Media of So MN LLC	Public hearing notice to consider ordinance 1060	101-41110-3400	25.83	
Total 101411103400:					25.83	
09/28/2023	20230785	Discover Waseca Tourism	August Lodging Tax	101-41110-4440	2,859.13	
Total 101411104440:					2,859.13	
09/28/2023	20230808	Waseca Area Senior Citizens Center	City Contribution	101-41110-4455	1,125.00	
Total 101411104455:					1,125.00	
09/28/2023	159684	The Business Writing Center	Business Writing Course-Hall	101-41320-3300	495.00	
Total 101413203300:					495.00	
09/28/2023	20230772	A. H. Hermel Company	Pop for Vending Machine	101-41320-4945	51.18	
Total 101413204945:					51.18	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
09/28/2023	20230792	Innovative Office Supply	Duster-Finance	101-41500-2000	12.38
09/28/2023	20230801	On Point Awards	Name Plate (2)	101-41500-2000	19.50
Total 101415002000:					31.88
09/28/2023	20230793	Jungwirth, Sheila	Mileage Reimbursement	101-41500-3300	279.03
09/28/2023	20230794	Keck,Carolynn	Mileage Reimbursement	101-41500-3300	279.03
09/28/2023	159679	League of MN Cities	Fall Forum	101-41500-3300	30.00
Total 101415003300:					588.06
09/28/2023	20230774	APG Media of So MN LLC	Annual Tif Disclosure	101-41500-3400	107.93
09/28/2023	20230774	APG Media of So MN LLC	Financial Disclosures	101-41500-3400	855.00
Total 101415003400:					962.93
09/28/2023	20230786	Flaherty & Hood PA	August Legal Fees	101-41600-3000	1,405.00
09/28/2023	159689	Waseca County Auditor	Legal Services Contract Payment	101-41600-3000	5,370.33
Total 101416003000:					6,775.33
09/28/2023	20230802	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	101-41920-3100	2,494.94
Total 101419203100:					2,494.94
09/28/2023	20230792	Innovative Office Supply	Office Supplies	101-41940-2000	46.09
Total 101419402000:					46.09
09/28/2023	20230792	Innovative Office Supply	Office Supplies	101-41940-2170	24.79-
Total 101419402170:					24.79-
09/28/2023	20230778	Cady Business Technologies Inc	Monthly Phone Support Plan	101-41940-3100	262.62
09/28/2023	159672	Cintas Corp	Floor Mats	101-41940-3100	58.79
09/28/2023	20230804	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
09/28/2023	20230804	Stoltz Cleaning Services LLC	City Hall Cleaning	101-41940-3100	475.00
Total 101419403100:					1,271.41
09/28/2023	159675	Consolidated Communications	Monthly Billing	101-41940-3200	225.06
09/28/2023	159675	Consolidated Communications	Monthly Billing	101-41940-3200	165.80
Total 101419403200:					390.86
09/28/2023	159671	Centerpoint Energy	Monthly Billing	101-41940-3800	81.00
Total 101419403800:					81.00
09/28/2023	20230811	WSB & Associates Inc	Planning Services	101-41950-3000	163.75
Total 101419503000:					163.75
09/28/2023	20230774	APG Media of So MN LLC	Public hearing adopt ordinance 1109	101-41950-3400	28.34

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101419503400:					28.34
09/28/2023	20230792	Innovative Office Supply	Office Supplies - Police	101-42100-2000	110.94
Total 101421002000:					110.94
09/28/2023	20230772	A. H. Hermel Company	Breakroom and Bathroom Supplies	101-42100-2170	254.78
09/28/2023	20230773	Amazon	Supplies for SRO Office	101-42100-2170	179.40
Total 101421002170:					434.18
09/28/2023	20230781	Chrz, Jared	Uniform Allowance	101-42100-2180	115.00
09/28/2023	20230796	Luiken, Greta	Uniform Allowance Luiken	101-42100-2180	100.95
09/28/2023	20230796	Luiken, Greta	Uniform Allowance Luiken	101-42100-2180	60.90
09/28/2023	20230796	Luiken, Greta	Uniform Allowance Luiken	101-42100-2180	268.00
Total 101421002180:					544.85
09/28/2023	20230779	Central Fire Protection Inc.	Extinguisher - Police Dept.	101-42100-2190	32.45
Total 101421002190:					32.45
09/28/2023	159687	Verizon Wireless-Lert B	Investigative Services	101-42100-3000	55.00
Total 101421003000:					55.00
09/28/2023	159672	Cintas Corp	Mats - PD	101-42100-3100	8.99
09/28/2023	159672	Cintas Corp	Mats - PD	101-42100-3100	8.99
Total 101421003100:					17.98
09/28/2023	159675	Consolidated Communications	Monthly Billing	101-42100-3200	225.06
09/28/2023	159675	Consolidated Communications	Monthly Billing	101-42100-3200	462.67
09/28/2023	159675	Consolidated Communications	Monthly Billing	101-42100-3200	50.74
Total 101421003200:					738.47
09/28/2023	159671	Centerpoint Energy	Monthly Billing	101-42100-3800	65.63
Total 101421003800:					65.63
09/28/2023	159672	Cintas Corp	Mats - FD	101-42200-3100	8.98
09/28/2023	159672	Cintas Corp	Mats - FD	101-42200-3100	8.98
Total 101422003100:					17.96
09/28/2023	159669	Ancom Communications Inc	Wireless Mic's	101-42200-3200	617.00
09/28/2023	159675	Consolidated Communications	Monthly Billing	101-42200-3200	50.74
Total 101422003200:					667.74
09/28/2023	159671	Centerpoint Energy	Monthly Billing	101-42200-3800	65.63
09/28/2023	159675	Consolidated Communications	Monthly Billing	101-42200-3800	54.22

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101422003800:					119.85
09/28/2023	20230782	City Building Inspection Services LLC	Building inspections	101-42400-3000	6,626.60
Total 101424003000:					6,626.60
09/28/2023	20230792	Innovative Office Supply	Office Supplies	101-43000-2000	63.86
09/28/2023	20230792	Innovative Office Supply	Office Supplies	101-43000-2000	18.18
Total 101430002000:					82.04
09/28/2023	92330	Verizon Wireless	Monthly Verizon Data Bill	101-43000-3200	80.02 M
Total 101430003200:					80.02
09/28/2023	159667	Ag Partners Coop	DEF	101-43100-2120	401.45
Total 101431002120:					401.45
09/28/2023	20230775	Bomgaars Supply	Parts & Supplies	101-43100-2170	472.56
Total 101431002170:					472.56
09/28/2023	159688	W W Blacktopping Inc.	Hot Mix	101-43100-2171	2,593.14
09/28/2023	159688	W W Blacktopping Inc.	Hot Mix	101-43100-2171	28,545.66
Total 101431002171:					31,138.80
09/28/2023	159673	Cintas Corporation	Uniform Service	101-43100-2180	86.51
09/28/2023	159673	Cintas Corporation	Uniform Service	101-43100-2180	86.51
Total 101431002180:					173.02
09/28/2023	159675	Consolidated Communications	Monthly Billing	101-43100-3200	47.75
Total 101431003200:					47.75
09/28/2023	159671	Centerpoint Energy	Monthly Billing	101-43100-3800	129.30
Total 101431003800:					129.30
09/28/2023	20230791	Independent School District #829	City Contribution Community Ed	101-45100-3100	8,333.33
Total 101451003100:					8,333.33
09/28/2023	20230788	Horizon Commercial Pool Supply	WP Chemical	101-45130-2165	3,735.00
Total 101451302165:					3,735.00
09/28/2023	20230775	Bomgaars Supply	Parts & Supplies	101-45130-2500	14.36
Total 101451302500:					14.36
09/28/2023	159675	Consolidated Communications	Monthly Billing	101-45130-3200	253.58

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 101451303200:					253.58
09/28/2023	159671	Centerpoint Energy	Monthly Billing	101-45130-3800	1,839.77
Total 101451303800:					1,839.77
09/28/2023	20230773	Amazon	play feature drain valve	101-45130-4000	137.14
09/28/2023	159668	American Leak Detection Inc	Pool Leak Detection	101-45130-4000	2,500.00
Total 101451304000:					2,637.14
09/28/2023	20230775	Bomgaars Supply	Parts & Supplies	101-45200-2230	122.58
09/28/2023	159683	Sun Up Construction Inc.	Top Rail	101-45200-2230	99.96
Total 101452002230:					222.54
09/28/2023	159690	Waseca County Landfill	Disposal of Recliner	101-45200-3100	10.00
Total 101452003100:					10.00
09/28/2023	159675	Consolidated Communications	Monthly Billing	101-45200-3200	47.25
Total 101452003200:					47.25
09/28/2023	159671	Centerpoint Energy	Monthly Billing	101-45200-3800	49.04
09/28/2023	159671	Centerpoint Energy	Monthly Billing	101-45200-3800	16.80
Total 101452003800:					65.84
09/28/2023	20230804	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
09/28/2023	20230804	Stoltz Cleaning Services LLC	Library Cleaning	101-45500-3100	250.00
Total 101455003100:					500.00
09/28/2023	159671	Centerpoint Energy	Monthly Billing	101-45500-3800	81.00
09/28/2023	159675	Consolidated Communications	Monthly Billing	101-45500-3800	67.52
Total 101455003800:					148.52
09/28/2023	159691	Waseca County Treasurer	2nd half property tax	101-49210-4992	51,858.97
Total 101492104992:					51,858.97
Total General Fund:					328,411.95
Airport					
09/28/2023	20230795	Langer, Brent	Airport Contract Payment	230-49810-3100	3,800.00
Total 230498103100:					3,800.00
09/28/2023	92331	CenturyLink	Airport Phone and Internet	230-49810-3200	112.19 M
09/28/2023	159675	Consolidated Communications	Monthly Billing	230-49810-3200	52.49
09/28/2023	159675	Consolidated Communications	Monthly Billing	230-49810-3200	471.00

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total 230498103200:					635.68
09/28/2023	159671	Centerpoint Energy	Monthly Billing	230-49810-3800	19.55
09/28/2023	92333	Xcel Energy	Airport Electric	230-49810-3800	275.30 M
09/28/2023	92334	Xcel Energy	Airport Electric	230-49810-3800	313.73 M
Total 230498103800:					608.58
09/28/2023	159691	Waseca County Treasurer	2nd half property tax	230-49810-4800	2,118.00
09/28/2023	159691	Waseca County Treasurer	2nd Half property tax	230-49810-4800	7,721.00
Total 230498104800:					9,839.00
Total Airport:					14,883.26
Economic Development-General f					
09/28/2023	20230773	Amazon	Office supply	261-46700-2170	26.98
Total 261467002170:					26.98
Total Economic Development-General f:					26.98
Firefighter's Relief					
09/28/2023	159692	Waseca Fire Relief Association	Pension Contribution	280-49070-1240	78,986.42
Total 280490701240:					78,986.42
Total Firefighter's Relief:					78,986.42
Capital Improvement					
09/28/2023	20230787	Goodin Company	Waterpark floor heat boiler	430-43010-5260	5,498.05
Total 430430105260:					5,498.05
09/28/2023	159681	RadioShack	Adapter for park security	430-43010-5320	19.99
Total 430430105320:					19.99
09/28/2023	20230803	Stantec Consulting Services Inc	Engineering	430-43010-5435	1,581.60
Total 430430105435:					1,581.60
09/28/2023	20230799	Nielsen Concrete LLC	Sidewalk Ramp Upgrades - 2nd Ave NW & 4th St NW	430-43010-5460	21,129.00
09/28/2023	20230799	Nielsen Concrete LLC	2023 Sidewalk Project Payment #2	430-43010-5460	22,297.40
Total 430430105460:					43,426.40
09/28/2023	159670	Bolton & Menk Inc.	8th Ave NE Design Engineering	430-43010-5560	49,155.00
09/28/2023	159676	D & M Construction LLC	TH13 Trail Connector Project Payment #1 - Final	430-43010-5560	43,781.83
09/28/2023	20230784	Dirt Merchant Inc	2023-01 Payment #4 - Final	430-43010-5560	13,531.29
Total 430430105560:					106,468.12
Total Capital Improvement:					156,994.16

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Annexation & Growth fund						
09/28/2023	159691	Waseca County Treasurer	2nd half property taxes	470-46800-4800	2,154.00	
09/28/2023	159691	Waseca County Treasurer	2nd half property tax	470-46800-4800	878.00	
Total 470468004800:					3,032.00	
Total Annexation & Growth fund:					3,032.00	
Water						
09/28/2023	92328	MN Sales and Use Tax Payable	August Sales Tax Payable	601-20210-0000	1,388.25	M
Total 601202100000:					1,388.25	
09/28/2023	159678	Hawkins Inc	Demurrage	601-49401-2170	170.00	
09/28/2023	159678	Hawkins Inc	Demurrage	601-49401-2170	160.00	
09/28/2023	159678	Hawkins Inc	City Wells Chemicals	601-49401-2170	10,608.03	
09/28/2023	159678	Hawkins Inc	Conagra Well Chemicals	601-49401-2170	3,044.30	
Total 601494012170:					13,982.33	
09/28/2023	159671	Centerpoint Energy	Monthly Billing	601-49401-3800	16.80	
09/28/2023	92332	Xcel Energy	Monthly Serrvice	601-49401-3800	182.62	M
Total 601494013800:					199.42	
09/21/2023	92322	ACH Internal Revenue Service	SOCIAL SECURITY Pay Period: 9/17/2023	601-49430-0000	406.03	M
09/21/2023	92322	ACH Internal Revenue Service	MEDICARE Pay Period: 9/17/2023	601-49430-0000	94.95	M
Total 601494300000:					500.98	
09/28/2023	20230783	Core & Main LP	Main Repiar Supplies	601-49430-2230	53.82	
09/28/2023	20230809	Waseca Sand & Gravel Inc.	water main sand	601-49430-2230	1,960.00	
Total 601494302230:					2,013.82	
09/28/2023	20230777	Britton Plumbing & Heating LLC	Plumbing Service	601-49430-3100	220.00	
09/28/2023	20230810	Water Conservation Service Inc.	Water Leak Locate	601-49430-3100	575.57	
Total 601494303100:					795.57	
09/28/2023	159675	Consolidated Communications	Monthly Billing	601-49585-3200	60.02	
09/28/2023	159685	U.S. Postal Service	Postage - October utility bills	601-49585-3200	541.22	
Total 601495853200:					601.24	
09/28/2023	159674	City of Waseca	Summit AR	601-49585-4320	.63	
Total 601495854320:					.63	
09/28/2023	20230802	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	601-49586-4950	356.42	
Total 601495864950:					356.42	
Total Water:					19,838.66	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Sanitary Sewer					
09/28/2023	159675	Consolidated Communications	Monthly Billing	602-49470-3200	780.11
Total 602494703200:					780.11
09/28/2023	159671	Centerpoint Energy	Monthly Billing	602-49470-3800	20.45
09/28/2023	159671	Centerpoint Energy	Monthly Billing	602-49470-3800	34.14
Total 602494703800:					54.59
09/28/2023	159678	Hawkins Inc	Demurrage	602-49480-2170	40.00
09/28/2023	159678	Hawkins Inc	Demurrage	602-49480-2170	70.00-
09/28/2023	159678	Hawkins Inc	Chlorine & Sulfur	602-49480-2170	30.00
09/28/2023	20230807	USA Blue Book	Lab Supplies	602-49480-2170	398.44
09/28/2023	20230807	USA Blue Book	Lab Supplies	602-49480-2170	504.12
Total 602494802170:					902.56
09/28/2023	20230775	Bomgaars Supply	Parts & Supplies	602-49480-2180	108.98
Total 602494802180:					108.98
09/28/2023	20230805	Temple Electric Motor Service Inc	Electric Motor	602-49480-2210	1,035.00
Total 602494802210:					1,035.00
09/28/2023	159672	Cintas Corp	Floor Mats	602-49480-3100	9.60
09/28/2023	20230797	M & R Electric Inc.	electric wiring for WAS/SNDR valves	602-49480-3100	292.14
09/28/2023	20230800	North Shore Analytical Inc.	Mercury Testing	602-49480-3100	410.00
Total 602494803100:					711.74
09/28/2023	159675	Consolidated Communications	Monthly Billing	602-49480-3200	634.79
Total 602494803200:					634.79
09/28/2023	20230789	Houlihan, Bobby	Mileage Reimbursement	602-49480-3300	293.44
Total 602494803300:					293.44
09/28/2023	159671	Centerpoint Energy	Monthly Billing	602-49480-3800	242.39
09/28/2023	159682	SSI Crestmark MN Holding LLC	SolarPower	602-49480-3800	18,049.65
09/28/2023	159686	USS MN V MT LLC	Solar Power	602-49480-3800	3,996.73
Total 602494803800:					22,288.77
09/28/2023	159675	Consolidated Communications	Monthly Billing	602-49585-3200	60.02
09/28/2023	159685	U.S. Postal Service	Postage - October utility bills	602-49585-3200	541.22
Total 602495853200:					601.24
09/28/2023	159674	City of Waseca	Summit AR	602-49585-4320	1.21
Total 602495854320:					1.21
09/28/2023	20230801	On Point Awards	Certificate Frame	602-49586-2170	51.99

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount	
Total 602495862170:					51.99	
09/28/2023	159691	Waseca County Treasurer	2nd half property tax	602-49586-4800	198.05	
Total 602495864800:					198.05	
09/28/2023	20230802	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	602-49586-4950	356.42	
Total 602495864950:					356.42	
Total Sanitary Sewer:					28,018.89	
Electric Utility						
09/28/2023	92328	MN Sales and Use Tax Payable	August Sales Tax Payable	604-20210-0000	52,222.36	M
Total 604202100000:					52,222.36	
09/28/2023	20230775	Bomgaars Supply	Parts & Supplies	604-49571-2170	21.16	
Total 604495712170:					21.16	
09/28/2023	20230798	Morris, Kyle	Lineman Work Boots - Morris	604-49571-2180	179.00	
Total 604495712180:					179.00	
09/28/2023	20230804	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00	
09/28/2023	20230804	Stoltz Cleaning Services LLC	Electric room cleaning	604-49571-3100	20.00	
Total 604495713100:					40.00	
09/28/2023	159693	Wesco Receivables Corp	primary elbow	604-49573-2230	2,929.20	
Total 604495732230:					2,929.20	
09/28/2023	159675	Consolidated Communications	Monthly Billing	604-49585-3200	60.02	
09/28/2023	159675	Consolidated Communications	Monthly Billing	604-49585-3200	59.21	
09/28/2023	159685	U.S. Postal Service	Postage - October utility bills	604-49585-3200	541.22	
Total 604495853200:					660.45	
09/28/2023	159674	City of Waseca	Summit AR	604-49585-4320	3.41	
Total 604495854320:					3.41	
09/28/2023	20230802	Pantheon Computer Systems Inc.	2023 Maintenance Agreement	604-49586-4950	356.42	
Total 604495864950:					356.42	
09/28/2023	20230776	Border States Electric Supply	conversion supplies	604-49593-5300	1,027.51	
09/28/2023	20230776	Border States Electric Supply	conversion supplies	604-49593-5300	643.30	
09/28/2023	20230776	Border States Electric Supply	conversion supplies	604-49593-5300	297.52	
Total 604495935300:					1,968.33	

Check Issue Date	Check Number	Payee	Description	Invoice GL Account	Check Amount
Total Electric Utility:					58,380.33
Storm Water Utility					
09/28/2023	159688	W W Blacktopping Inc.	Asphalt for storm sewer repair	651-43140-4000	864.60
09/28/2023	159688	W W Blacktopping Inc.	Asphalt for storm sewer repair	651-43140-4000	992.64
09/28/2023	20230809	Waseca Sand & Gravel Inc.	Concrete - Storm sewer repair	651-43140-4000	375.25
Total 651431404000:					2,232.49
Total Storm Water Utility:					2,232.49
Central Garage Services					
09/28/2023	20230790	IFACS	shop supplies	701-43180-2170	18.57
Total 701431802170:					18.57
09/28/2023	159667	Ag Partners Coop	Oil Inventory	701-43180-2210	1,511.85
09/28/2023	20230773	Amazon	paint stirrer packing kit	701-43180-2210	97.00
09/28/2023	20230780	Christensen Tire Service	#25 Tire Repair	701-43180-2210	102.03
09/28/2023	159677	Environmental Products & Access LLC	parts for jetter truck	701-43180-2210	569.58
Total 701431802210:					2,280.46
09/28/2023	20230806	Tool Sales Company	Tools	701-43180-2400	30.00
Total 701431802400:					30.00
Total Central Garage Services:					2,329.03
Grand Totals:					693,134.17

Report Criteria:

Report type: GL detail
[Report].Amount = {<>} 0

Title:	FINAL PAYMENT FOR THE 2023 CITY SIDEWALK PROJECT (CITY PROJECT NO. 2023-04)		
Meeting Date:	October 3, 2023	Agenda Item Number:	6C
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Pay Request No. 2 – Final Payment Certificate No. 2 - Final Change Order No. 1
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Approve Pay Request No. 2 - Final for the 2023 City Sidewalk Project (City Project No. 2023-04).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: The work on the 2023 City Sidewalk Project (City Project 2023-04) has been completed, and all work has been approved and accepted by staff. The project is ready for final acceptance and final payment. The total cost is \$53,270.25, and the original contract amount was \$52,928.75. Change Order No. 1 consisted of final quantity adjustments resulting in an increase of \$341.50.

BUDGET IMPACT: A total of \$75,000 was budgeted in streets capital for this project. City staff completed the project design and inspection.

RECOMMENDATION: Staff recommends the Waseca City Council accept the work and approve Pay Request No. 2 - Final for the 2023 City Sidewalk Project (City Project No. 2023-04).

CERTIFICATE OF PAYMENT NO. 2 - FINAL**PAGE 1**

2023 CITY SIDEWALK PROJECT, CITY OF WASECA

CITY PROJECT NO. 2023-04

PAYMENT PERIOD: AUGUST 28-31, 2023

PAYMENT REQUEST NO. 2 - FINAL

ORIGINAL CONTRACT AMOUNT: \$52,928.75

PAYMENT DATE: OCTOBER 3, 2023

FINAL CONTRACT AMOUNT: \$53,270.25

CONTRACTOR:
NIELSEN CONCRETE LLC
305 INDUSTRIAL ST E
KASOTA, MN 56050

CONTRACT APPROVAL DATE: APRIL 4, 2023

CONTRACT COMPLETION DATE: JUNE 30, 2023 (6TH ST SW) AND
SEPTEMBER 15, 2023 (ALL OTHER WORK)

To the City Council of the City of Waseca, The following payment is requested in accordance with the plans, specifications, and conditions of the contract.

NO.	DESCRIPTION	UNIT	PLAN QTY.	UNIT PRICE	CONTRACT AMOUNT	THIS PERIOD QUANTITY	THIS PERIOD PAYMENT	TO DATE QUANTITY	TO DATE PAYMENT
1	MOBILIZATION	LS	1	\$7,500.00	\$ 7,500.00	0.5	\$ 3,750.00	1	\$ 7,500.00
2	REMOVE CURB & GUTTER	LF	264	\$10.00	\$ 2,640.00	48	\$ 480.00	246	\$ 2,460.00
3	SAWING BITUMINOUS PAVEMENT	LF	320	\$5.00	\$ 1,600.00	60	\$ 300.00	60	\$ 300.00
4	SAWING CONCRETE PAVEMENT	LF	15	\$5.00	\$ 75.00	12	\$ 60.00	15	\$ 75.00
5	REMOVE BITUMINOUS PAVEMENT	SY	85	\$7.00	\$ 595.00	16	\$ 112.00	71	\$ 497.00
6	REMOVE CONCRETE WALK	SF	1,342	\$2.00	\$ 2,684.00	851	\$ 1,702.00	1,452	\$ 2,904.00
7	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	160	\$13.00	\$ 2,080.00	52	\$ 676.00	124	\$ 1,612.00
8	4" CONCRETE WALK	SF	551	\$10.25	\$ 5,647.75	637	\$ 6,529.25	637	\$ 6,529.25
9	6" CONCRETE WALK	SF	791	\$17.00	\$ 13,447.00	214	\$ 3,638.00	909	\$ 15,453.00
10	CONCRETE CURB & GUTTER DESIGN B618	LF	264	\$40.00	\$ 10,560.00	48	\$ 1,920.00	246	\$ 9,840.00
11	TRUNCATED DOMES	SF	60	\$60.00	\$ 3,600.00	0	\$ -	60	\$ 3,600.00
12	TRAFFIC CONTROL	LS	1	\$1,500.00	\$ 1,500.00	0.5	\$ 750.00	1	\$ 1,500.00
13	STORM DRAIN INLET PROTECTION	EA	8	\$125.00	\$ 1,000.00	6	\$ 750.00	8	\$ 1,000.00
PROJECT TOTALS:					\$ 52,928.75		\$ 20,667.25		\$ 53,270.25

CITY OF WASECA CHANGE ORDER FORM

CHANGE ORDER NO. 1

CITY PROJECT #: 2023-04

PROJECT NAME: 2023 CITY SIDEWALK PROJECT

CONTRACTOR NAME AND ADDRESS: NIELSEN CONCRETE LLC, 305 INDUSTRIAL ST E, KASOTA, MN 56050

THIS CHANGE ORDER IS A CHANGE IN THE CONTRACT:

TIME		PRICE	
ORIGINAL CONTRACT TIME:	N/A	ORIGINAL CONTRACT AMOUNT:	\$ 52,928.75
PREVIOUS CONTRACT TIME CHANGES:	N/A	PREVIOUS CHANGE ORDER TOTAL:	\$ -
CONTRACT TIME OF THIS CHANGE ORDER:	N/A	AMOUNT OF THIS CHANGE ORDER:	\$ 341.50
REVISED CONTRACT TIME:	N/A	REVISED CONTRACT AMOUNT:	\$ 53,270.25

NO.	ITEM	UNIT	QUANTITY ADJUSTMENT	UNIT PRICE	TOTALS
2	REMOVE CURB & GUTTER	LF	-18	\$10.00	\$ (180.00)
3	SAWING BITUMINOUS PAVEMENT	LF	-260	\$5.00	\$ (1,300.00)
5	REMOVE BITUMINOUS PAVEMENT	SY	-14	\$7.00	\$ (98.00)
6	REMOVE CONCRETE WALK	SF	110	\$2.00	\$ 220.00
7	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	-36	\$13.00	\$ (468.00)
8	4" CONCRETE WALK	SF	86	\$10.25	\$ 881.50
9	6" CONCRETE WALK	SF	118	\$17.00	\$ 2,006.00
10	CONCRETE CURB & GUTTER DESIGN B618	LF	-18	\$40.00	\$ (720.00)

CHANGE ORDER TOTAL: \$ 341.50

THE JUSTIFICATION FOR THIS CHANGE ORDER IS:

This Change Order tabulates the cost adjustment between plan quantities and final project quantities.

Nathan Willey, Director of Engineering

CITY OF WASECA REPRESENTATIVE



SIGNATURE

9-20-2023

DATE

Joe Franta, Project Manager

CONTRACTOR REPRESENTATIVE



SIGNATURE

09/20/2023

DATE

CONSTRUCTION CONTRACT PAYMENT REQUEST

DATE: OCTOBER 3, 2023

TO: Mayor & City Council
Carl Sonnenberg - City Manager

PROJECT NAME: 2023 CITY SIDEWALK PROJECT

CITY PROJECT NO. 2023-04

PAYMENT REQUEST: NO. 2 - FINAL

PAYMENT PERIOD: AUGUST 28-31, 2023

CONTRACTOR: NIELSEN CONCRETE LLC

CONTRACT

Original Contract sum: \$ 52,928.75

Change Orders

Change Order No. 1 \$ 341.50

Net change by change orders: \$ 341.50

Contract Sum to date: \$ 53,270.25

PAYMENT

Contract Sum to date: \$ 53,270.25

Total earned to date
(Includes Change Orders) \$ 53,270.25

Retainage (N/A): \$ -

Total earned less retainage: \$ 53,270.25

Less previous payment requests: \$ 30,972.85

Payment due this request: \$ 22,297.40

% Contract completed to date: 100%

Amount remaining on contract: \$ -

Total Amount Due: \$ 22,297.40

Approved By:

 09/20/2023
Contractor Date

Director of Finance Date

City Engineer Date

City Manager Date

Title:	FINAL PAYMENT FOR THE TH13 TRAIL CONNECTOR PROJECT (CITY PROJECT NO. 2023-06)		
Meeting Date:	October 3, 2023	Agenda Item Number:	6D
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Pay Request No. 1 – Final Payment Certificate No. 1 - Final Change Order No. 1
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Approve Pay Request No. 1 - Final for the TH13 Trail Connector Project (City Project No. 2023-06).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: The work on the TH13 Trail Connector Project (City Project 2023-06) has been completed and all work has been approved and accepted by staff. The project is ready for final acceptance and final payment. The total cost is \$43,781.83 and the original contract amount was \$49,981.83. Change Order No. 1 consisted of final quantity adjustments resulting in a decrease of \$6,200.00.

BUDGET IMPACT: A total of \$5,000 was budgeted in streets capital for this project with the remaining costs to be reimbursed through a MnDOT Local Partnership Program (LPP) grant. Therefore, a total of \$41,731.83 will be funded through the LPP grant with a total of \$2,050 in grant ineligible items to be funded with streets capital. However, because City staff completed project design and inspection, MnDOT will reimburse an additional \$3,338.55.

RECOMMENDATION: Staff recommends the Waseca City Council accept the work and approve Pay Request No. 1 - Final for the TH13 Trail Connector Project (City Project No. 2023-06).



STATE AID FOR LOCAL TRANSPORTATION CHANGE ORDER

Rev. February 2018

SP/SAP(s)	172-010-005	MN Project No.:	8102-33	Change Order No.	1
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Project Location	TH13 EAST ROW BETWEEN 13 TH AVE & 15 TH AVE		
Local Agency	CITY OF WASECA	Local Project No.	2023-06
Contractor	D&M CONSTRUCTION LLC	Contract No.	2023-06
Address/City/State/Zip	3835 PARK DRIVE NW, OWATONNA, MN 55060		
Total Change Order Amount \$		-\$6,200.00	

This Change Order tabulates the cost adjustment between plan quantities and final project quantities.

P = State Aid Participating, NP = State Aid Non-Participating

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
**Group/ funding Category	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
P	3	COMMON EMBANKMENT	CY	\$25.00	-200	-\$5,000.00
P	5	EXCAVATION - SUBGRADE	CY	\$12.00	-15	-\$180.00
P	6	STABILIZING AGGREGATE (CV)	CY	\$52.00	-15	-\$780.00
P	7	AGGREGATE BASE (CV) CLASS 5	CY	\$31.00	+84	+\$2,604.00
P	8	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	\$10.50	-6	-\$63.00
NP	13	IRRIGATION SYSTEM REPAIR	EA	\$245.00	+2	+\$490.00
P	14	ADJUST FRAME & RING CASTING	EA	\$475.00	-1	-\$475.00
P	15	6" CONCRETE WALK	SF	\$9.50	-30	-\$285.00
P	16	CONCRETE CURB DESIGN V (12")	LF	\$42.00	-25	-\$1,050.00
P	20	FERTILIZER TYPE 3	LB	\$1.05	-54	-\$56.70
P	21	SEEDING	AC	\$525.00	-0.18	-\$94.50
P	22	SEED MIXTURE 25-131	LB	\$3.70	-39	-\$144.30
P	23	HYDRAULIC BONDED FIBER MATRIX	LB	\$1.85	-630	-\$1,165.50
Net Change this Change Order						-\$6,200.00

****Group/funding category is required for federal aid projects**

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> Is NOT changed	<input type="checkbox"/> May be revised as provided in MnDOT Specification 1806
<input type="checkbox"/> Is Increased by _____ Working Days	<input type="checkbox"/> Is Increased by _____ Calendar Days
<input type="checkbox"/> Is Decreased by _____ Working Days	<input type="checkbox"/> Is Decreased by _____ Calendar Days

Approved by Project Engineer: Nathan Willey Date: 9-20-23

Print Name: Nathan Willey Phone: 507-835-9716

Approved by Contractor: Steve D James Date: 9-21-23

Print Name: Steve D James Phone: 507 451 3080



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. February 2018

SP/SAP(s)	172-010-005	MN Project No.:	8102-33	Change Order No.	1
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DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ___ Federal Funding ___ State Aid Funding ___ Local funds

District State Aid Engineer: _____ Date: _____

CONSTRUCTION CONTRACT PAYMENT REQUEST

DATE: OCTOBER 3, 2023

TO: Mayor & City Council
Carl Sonnenberg - City Manager

PROJECT NAME: TH13 TRAIL CONNECTOR PROJECT

CITY PROJECT NO. 2023-06

PAYMENT REQUEST: NO. 1 - FINAL

PAYMENT PERIOD: JULY 26, 2023 TO SEPTEMBER 6, 2023

CONTRACTOR: D&M CONSTRUCTION LLC

CONTRACT

Original Contract Sum: \$ 49,981.83

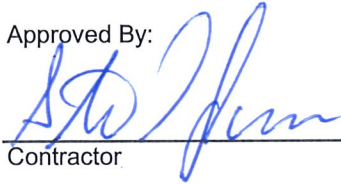
Change Orders

Change Order No. 1 \$ (6,200.00)

Net Change by Change Orders: \$ (6,200.00)

Contract Sum to Date: \$ 43,781.83

Approved By:

 9-21-23
Contractor Date

City Engineer Date

PAYMENT

Contract Sum to Date: \$ 43,781.83

Total Earned to Date
(Includes Change Orders) \$ 43,781.83

Retainage (N/A): \$ -

Total Earned Less Retainage: \$ 43,781.83

Less Previous Payment Requests: \$ -

Payment Due this Request: \$ 43,781.83

% Contract Completed to Date: 100%

Amount Remaining on Contract: \$ -

Total Amount Due: \$ 43,781.83

Director of Finance Date

City Manager Date

CERTIFICATE OF PAYMENT NO. 1 - FINAL**PAGE 1****TH13 TRAIL CONNECTOR PROJECT, CITY OF WASECA**

CITY PROJECT NO. 2023-06

PAYMENT PERIOD: JULY 26, 2023 TO SEPTEMBER 6, 2023

PAYMENT REQUEST NO. 1 - FINAL

ORIGINAL CONTRACT AMOUNT: \$49,981.83

PAYMENT DATE: OCTOBER 3, 2023

FINAL CONTRACT AMOUNT: \$43,781.83

CONTRACTOR:

CONTRACT APPROVAL DATE: MARCH 21, 2023

D&M CONSTRUCTION LLC

3835 PARK DRIVE NW

CONTRACT COMPLETION DATE: SEPTEMBER 15, 2023

OWATONNA, MN 55060

To the City Council of the City of Waseca, The following payment is requested in accordance with the plans, specifications, and conditions of the contract.

NO.	DESCRIPTION	UNIT	PLAN QTY.	UNIT PRICE	CONTRACT AMOUNT	THIS PERIOD QUANTITY	THIS PERIOD PAYMENT	TO DATE QUANTITY	TO DATE PAYMENT
1	MOBILIZATION	LS	1	\$5,200.00	\$ 5,200.00	1	\$ 5,200.00	1	\$ 5,200.00
2	REMOVE CONCRETE SIDEWALK	SF	91	\$5.00	\$ 455.00	91	\$ 455.00	91	\$ 455.00
3	COMMON EMBANKMENT (CV) (P)	CY	200	\$25.00	\$ 5,000.00	0	\$ -	0	\$ -
4	EXCAVATION - COMMON (P)	CY	150	\$12.00	\$ 1,800.00	150	\$ 1,800.00	150	\$ 1,800.00
5	EXCAVATION - SUBGRADE	CY	15	\$12.00	\$ 180.00	0	\$ -	0	\$ -
6	STABILIZING AGGREGATE (CV)	CY	15	\$52.00	\$ 780.00	0	\$ -	0	\$ -
7	AGGREGATE BASE (CV) CLASS 5	CY	150	\$31.00	\$ 4,650.00	234	\$ 7,254.00	234	\$ 7,254.00
8	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	12	\$10.50	\$ 126.00	6	\$ 63.00	6	\$ 63.00
9	BITUMINOUS MATERIAL FOR TACK COAT	GAL	33	\$0.01	\$ 0.33	33	\$ 0.33	33	\$ 0.33
10	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) 2" THICK	SY	650	\$14.50	\$ 9,425.00	650	\$ 9,425.00	650	\$ 9,425.00
11	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) 1.5" THICK	SY	650	\$11.55	\$ 7,507.50	650	\$ 7,507.50	650	\$ 7,507.50
12	ADJUST VALVE BOX	EA	5	\$200.00	\$ 1,000.00	5	\$ 1,000.00	5	\$ 1,000.00
13	IRRIGATION SYSTEM REPAIR	EA	1	\$245.00	\$ 245.00	3	\$ 735.00	3	\$ 735.00
14	ADJUST FRAME AND RING CASTING	EA	2	\$475.00	\$ 950.00	1	\$ 475.00	1	\$ 475.00
15	6" CONCRETE WALK	SF	345	\$9.50	\$ 3,277.50	315	\$ 2,992.50	315	\$ 2,992.50
16	CONCRETE CURB DESIGN V (12")	LF	25	\$42.00	\$ 1,050.00	0	\$ -	0	\$ -
17	TRUNCATED DOMES	SF	20	\$57.75	\$ 1,155.00	20	\$ 1,155.00	20	\$ 1,155.00
18	TRAFFIC CONTROL	LS	1	\$1,100.00	\$ 1,100.00	1	\$ 1,100.00	1	\$ 1,100.00
19	SEDIMENT CONTROL LOG TYPE WOOD CHIP	LF	640	\$3.15	\$ 2,016.00	640	\$ 2,016.00	640	\$ 2,016.00
20	FERTILIZER TYPE 3	LB	150	\$1.05	\$ 157.50	96	\$ 100.80	96	\$ 100.80
21	SEEDING	AC	0.5	\$525.00	\$ 262.50	0.32	\$ 168.00	0.32	\$ 168.00
22	SEED MIXTURE 25-131	LB	110	\$3.70	\$ 407.00	71	\$ 262.70	71	\$ 262.70
23	HYDRAULIC BONDED FIBER MATRIX	LB	1,750	\$1.85	\$ 3,237.50	1,120	\$ 2,072.00	1,120	\$ 2,072.00

PROJECT TOTALS:**\$ 49,981.83****\$ 43,781.83****\$ 43,781.83**

Title:	FINAL PAYMENT FOR THE 2 ND ST SW & 2 ND AVE SW INTERSECTION RECONSTRUCTION PROJECT (CITY PROJECT NO. 2023-01)		
Meeting Date:	October 3, 2023	Agenda Item Number:	6E
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Pay Request No. 4 – Final Payment Certificate No. 4 - Final Change Order No. 1
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to Approve Pay Request No. 4 - Final for the 2 nd St SW & 2 nd Ave SW Intersection Reconstruction Project (City Project No. 2023-01).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets		

BACKGROUND: The work on the 2nd St SW & 2nd Ave SW Intersection Reconstruction Project (City Project 2023-01) has been completed, and all work has been approved and accepted by staff. The project is ready for final acceptance and final payment. The total cost is \$270,625.80, and the original contract amount was \$244,702.33.

Change Order No. 1 in the amount of \$25,923.47 consisted of an increase of \$16,169.70 for final quantity adjustments and an increase of \$9,753.77 for four (4) added items. A further breakdown of the change order total is listed below:

- \$13,982.10 for water utility item quantity adjustments
- \$1,750 for downtime due to water shutoff issues
- \$2,187.60 for street and storm sewer item quantity adjustments
- \$2,000 for storm sewer structure elevation adjustments
- \$3,320 for concrete street pavement removal
- \$2,683.77 for contaminated soil disposal

Because 2nd St SW is a Municipal State Aid Street, a total of \$194,171.52 in eligible street and storm sewer costs will be reimbursed with State Aid construction funding. Water utility improvements on this project totaled \$65,744.55. The remaining \$10,709.73 is ineligible for State Aid construction but will be funded with available State Aid maintenance funds.

BUDGET IMPACT: A total of \$250,000 was budgeted for this project (\$200,000 State Aid and \$50,000 Water Utility). State Aid construction and maintenance funding will cover a total of \$204,881.25, and the Water Utility will fund the remaining \$65,744.55. City staff completed the project design and inspection.

RECOMMENDATION: Staff recommends the Waseca City Council accept the work and approve Pay Request No. 4 - Final for the 2nd St SW & 2nd Ave SW Intersection Reconstruction Project (City Project No. 2023-01).

CERTIFICATE OF PAYMENT NO. 4 - FINAL

2ND ST SW & 2ND AVE SW INTERSECTION RECONSTRUCTION PROJECT

CITY PROJECT NO. 2023-01

PAYMENT PERIOD: N/A

PAYMENT REQUEST NO. 4 - FINAL

ORIGINAL CONTRACT AMOUNT: \$244,702.33

PAYMENT DATE: OCTOBER 3, 2023

FINAL CONTRACT AMOUNT: \$270,625.80

CONTRACTOR:

DIRT MERCHANT INC.
3301 3RD AVENUE
MANKATO, MN 56001

CONTRACT APPROVAL DATE: MARCH 7, 2023

CONTRACT COMPLETION: SUBSTANTIALLY COMPLETED ON JUNE 20, 2023
(25 WORKING DAYS USED OUT OF 30 TOTAL ALLOWED)

To the City Council of the City of Waseca, the following payment is requested in accordance with the plans, specifications, and conditions of the contract.

NO.	DESCRIPTION	UNIT	PLAN QUANTITIES	UNIT PRICES	CONTRACT AMOUNT	THIS PERIOD QUANTITIES	THIS PERIOD AMOUNTS	TO DATE QUANTITIES	TO DATE AMOUNTS
1	MOBILIZATION	LS	1	\$ 9,886.00	\$ 9,886.00	0	\$ -	1	\$ 9,886.00
2	REMOVE DRAINAGE STRUCTRE	EA	10	\$ 250.00	\$ 2,500.00	0	\$ -	10	\$ 2,500.00
3	REMOVE GATE VALVE & MANHOLE	EA	3	\$ 400.00	\$ 1,200.00	0	\$ -	3	\$ 1,200.00
4	REMOVE CURB AND GUTTER	LF	316	\$ 5.00	\$ 1,580.00	0	\$ -	337	\$ 1,685.00
5	REMOVE PIPE (WATER)	LF	217	\$ 8.00	\$ 1,736.00	0	\$ -	307	\$ 2,456.00
6	REMOVE SEWER PIPE (STORM)	LF	336	\$ 10.00	\$ 3,360.00	0	\$ -	336	\$ 3,360.00
7	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	169	\$ 5.00	\$ 845.00	0	\$ -	169	\$ 845.00
8	REMOVE BITUMINOUS PAVEMENT	SY	1,021	\$ 3.45	\$ 3,522.45	0	\$ -	1,068	\$ 3,684.60
9	REMOVE CONCRETE	SY	186	\$ 10.00	\$ 1,860.00	0	\$ -	189	\$ 1,890.00
10	EXCAVATION - COMMON (P)	CY	575	\$ 18.00	\$ 10,350.00	0	\$ -	215	\$ 3,870.00
11	EXCAVATION - SUBGRADE	CY	50	\$ 25.00	\$ 1,250.00	0	\$ -	183	\$ 4,575.00
12	STABILIZING AGGREGATE (CV)	CY	50	\$ 48.90	\$ 2,445.00	0	\$ -	183	\$ 8,948.70
13	GEOTEXTILE FABRIC TYPE 5	SY	1,150	\$ 2.10	\$ 2,415.00	0	\$ -	1,025	\$ 2,152.50
14	AGGREGATE BASE (CV) CLASS 5	CY	370	\$ 42.80	\$ 15,836.00	0	\$ -	342	\$ 14,637.60
15	BITUMINOUS MATERIAL FOR TACK COAT	GAL	103	\$ 5.00	\$ 515.00	0	\$ -	107	\$ 535.00
16	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3;B) 2" THICK	SY	1,025	\$ 12.34	\$ 12,648.50	0	\$ -	954	\$ 11,772.36
17	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C) 1.5" THICK	SY	2,038	\$ 9.91	\$ 20,196.58	0	\$ -	2,152	\$ 21,326.32
18	6" PVC NON-PERFORATED TILE (SDR 35)	LF	38	\$ 31.20	\$ 1,185.60	0	\$ -	50	\$ 1,560.00
19	6" PVC PERFORATED TILE (SDR 35)	LF	264	\$ 21.20	\$ 5,596.80	0	\$ -	280	\$ 5,936.00
20	12" RC PIPE SEWER DESIGN 3006 CLASS V	LF	16	\$ 86.50	\$ 1,384.00	0	\$ -	16	\$ 1,384.00
21	15" RC PIPE SEWER DESIGN 3006 CLASS V	LF	132	\$ 73.85	\$ 9,748.20	0	\$ -	129	\$ 9,526.65
22	18" RC PIPE SEWER DESIGN 3006 CLASS V	LF	119	\$ 79.50	\$ 9,460.50	0	\$ -	97	\$ 7,711.50
23	CONNECT TO EXISTING STORM SEWER	EA	4	\$ 1,054.00	\$ 4,216.00	0	\$ -	5	\$ 5,270.00
24	TEMPORARY WATER SERVICE	LS	1	\$ 1,000.00	\$ 1,000.00	0	\$ -	1	\$ 1,000.00
25	1" CORPORATION STOP WITH SADDLE	EA	1	\$ 465.00	\$ 465.00	0	\$ -	1	\$ 465.00
26	1" CURB STOP & BOX	EA	1	\$ 548.00	\$ 548.00	0	\$ -	1	\$ 548.00
27	12" GATE VALVE & BOX	EA	2	\$ 5,621.00	\$ 11,242.00	0	\$ -	2	\$ 11,242.00
28	8" GATE VALVE & BOX	EA	1	\$ 3,487.00	\$ 3,487.00	0	\$ -	3	\$ 10,461.00
29	CONNECT TO EXISTING (WATER)	EA	4	\$ 768.00	\$ 3,072.00	0	\$ -	5	\$ 3,840.00
30	1" HDPE WATER SERVICE PIPE	LF	13	\$ 58.50	\$ 760.50	0	\$ -	19	\$ 1,111.50
31	12" PVC WATER MAIN	LF	100	\$ 95.65	\$ 9,565.00	0	\$ -	106	\$ 10,138.90
32	8" PVC WATER MAIN	LF	108	\$ 67.40	\$ 7,279.20	0	\$ -	128	\$ 8,627.20
33	DUCTILE IRON FITTINGS	LB	385	\$ 16.40	\$ 6,314.00	0	\$ -	583	\$ 9,561.20
34	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EA	2	\$ 5,323.00	\$ 10,646.00	0	\$ -	2	\$ 10,646.00
35	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EA	1	\$ 8,263.00	\$ 8,263.00	0	\$ -	1	\$ 8,263.00
36	CONSTRUCT DRAINAGE STRUCTURE DESIGN CATCH BASIN	EA	4	\$ 2,373.00	\$ 9,492.00	0	\$ -	4	\$ 9,492.00
37	ADJUST FRAME AND RING CASTING	EA	1	\$ 753.00	\$ 753.00	0	\$ -	1	\$ 753.00
38	CASTING ASSEMBLY (NEENAH R-1733)	EA	2	\$ 677.00	\$ 1,354.00	0	\$ -	2	\$ 1,354.00
39	CASTING ASSEMBLY (NEENAH R-3067)	EA	5	\$ 771.00	\$ 3,855.00	0	\$ -	5	\$ 3,855.00
40	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	206	\$ 12.00	\$ 2,472.00	0	\$ -	196	\$ 2,352.00
41	4" CONCRETE WALK	SF	530	\$ 8.00	\$ 4,240.00	0	\$ -	523	\$ 4,184.00
42	6-8" CONCRETE WALK	SF	959	\$ 10.00	\$ 9,590.00	0	\$ -	946	\$ 9,460.00
43	6-8" EXPOSED AGGREGATE CONCRETE WALK	SF	143	\$ 18.00	\$ 2,574.00	0	\$ -	163	\$ 2,934.00
44	CONCRETE CURB AND GUTTER DESIGN B618	LF	26	\$ 37.00	\$ 962.00	0	\$ -	22	\$ 814.00
45	CONCRETE CURB AND GUTTER DESIGN B624	LF	271	\$ 37.00	\$ 10,027.00	0	\$ -	293	\$ 10,841.00
46	CONCRETE CURB DESIGN V	LF	39	\$ 35.00	\$ 1,365.00	0	\$ -	28	\$ 980.00
47	TRUNCATED DOMES	SF	104	\$ 60.00	\$ 6,240.00	0	\$ -	110	\$ 6,600.00
48	TRAFFIC CONTROL	LS	1	\$ 4,000.00	\$ 4,000.00	0	\$ -	1	\$ 4,000.00
49	STORM DRAIN INLET PROTECTION	EA	5	\$ 150.00	\$ 750.00	0	\$ -	0	\$ -
50	SEED AND BLANKET	SY	100	\$ 6.50	\$ 650.00	0	\$ -	98	\$ 637.00
CO #1	DOWNTIME FOR WATER SHUTOFF ISSUES	HR	N/A	\$ 700.00	N/A	0	\$ -	2.5	\$ 1,750.00
	STORM SEWER STRUCTURE ELEVATION ADJUSTMENTS	LS	N/A	\$ 2,000.00	N/A	0	\$ -	1	\$ 2,000.00
	CONCRETE PAVEMENT REMOVAL	LS	N/A	\$ 3,320.00	N/A	0	\$ -	1	\$ 3,320.00
	CONTAMINATED SOIL DISPOSAL	LS	N/A	\$ 2,683.77	N/A	0	\$ -	1	\$ 2,683.77
PROJECT TOTALS:					\$ 244,702.33		\$ -		\$ 270,625.80

SP/SAP(s)	172-104-009	MN Project No.:		Change Order No.	1
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Project Location	INTERSECTION OF 2 ND STREET SW & 2 ND AVENUE SW		
Local Agency	CITY OF WASECA	Local Project No.	2023-01
Contractor	DIRT MERCHANT INC.	Contract No.	2023-01
Address/City/State/Zip	3301 3 RD AVENUE, MANKATO, MN 56001		
Total Change Order Amount \$		+\$25,923.47	

This Change Order tabulates the cost adjustment between plan quantities and final project quantities AND accounts for the addition of the following: 2.5 hours of contractor downtime due to water main shutoff issues at \$700.00/hour, the lowering of 3 storm sewer structures to avoid utility conflicts, the removal of approximately 10" of existing concrete street pavement encountered below the existing bituminous pavement, and the disposal of one truck load of contaminated soil discovered in the NE quadrant of the project. P = State Aid Participating, NP = State Aid Non-Participating

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
**Group/ funding Category	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
P	4	REMOVE CURB & GUTTER	LF	\$5.00	+21	+\$105.00
NP	5	REMOVE PIPE (WATER)	LF	\$8.00	+90	+\$720.00
P	8	REMOVE BITUMINOUS PAVEMENT	SY	\$3.45	+47	+\$162.15
P	9	REMOVE CONCRETE	SY	\$10.00	+3	+\$30.00
P	10	EXCAVATION – COMMON (P)	CY	\$18.00	-360	-\$6,480.00
P	11	EXCAVATION - SUBGRADE	CY	\$25.00	+133	+\$3,325.00
P	12	STABILIZING AGGREGATE (CV)	CY	\$48.90	+133	+\$6,503.70
P	13	GEOTEXTILE FABRIC TYPE 5	SY	\$2.10	-125	-\$262.50
P	14	AGGREGATE BASE (CV) CLASS 5	CY	\$42.80	-28	-\$1,198.40
P	15	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$5.00	+4	+\$20.00
P	16	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3;B) 2" THICK	SY	\$12.34	-71	-\$876.14
P	17	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C) 1.5" THICK	SY	\$9.91	+114	+\$1,129.74
NP	18	6" PVC NON-PERFORATED TILE (SDR 35)	LF	\$31.20	+12	+\$374.40
P	19	6" PVC PERFORATED TILE (SDR 35)	LF	\$21.20	+16	+\$339.20
P	21	15" RC PIPE SEWER DESIGN 3006 CLASS V	LF	\$73.85	-3	-\$221.55
P	22	18" RC PIPE SEWER DESIGN 3006 CLASS V	LF	\$79.50	-22	-\$1,749.00
P	23	CONNECT TO EXISTING STORM SEWER	EA	\$1,054.00	+1	+\$1,054.00
NP	28	8" GATE VALVE & BOX	EA	\$3,487.00	+2	+\$6,974.00
NP	29	CONNECT TO EXISTING (WATER)	EA	\$768.00	+1	+\$768.00
NP	30	1" HDPE WATER SERVICE PIPE	LF	\$58.50	+6	+\$351.00
NP	31	12" PVC WATER MAIN	LF	\$95.65	+6	+\$573.90
NP	32	8" PVC WATER MAIN	LF	\$67.40	+20	+\$1,348.00
NP	33	DUCTILE IRON FITTINGS	LB	\$16.40	+198	+\$3,247.20



STATE AID FOR LOCAL TRANSPORTATION CHANGE ORDER

Rev. February 2018

SP/SAP(s)	172-104-009	MN Project No.:	Change Order No.	1
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P	40	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	\$12.00	-10	-\$120.00
P	41	4" CONCRETE WALK	SF	\$8.00	-7	-\$56.00
P	42	6-8" CONCRETE WALK	SF	\$10.00	-13	-\$130.00
P	43	6-8" EXPOSED AGGREGATE CONCRETE WALK	SF	\$18.00	+20	+\$360.00
P	44	CONCRETE CURB & GUTTER DESIGN B618	LF	\$37.00	-4	-\$148.00
P	45	CONCRETE CURB & GUTTER DESIGN B624	LF	\$37.00	+22	+\$814.00
P	46	CONCRETE CURB DESIGN V	LF	\$35.00	-11	-\$385.00
P	47	TRUNCATED DOMES	SF	\$60.00	+6	+\$360.00
P	49	STORM DRAIN INLET PROTECTION	EA	\$150.00	-5	-\$750.00
P	50	SEED & BLANKET	SY	\$6.50	-2	-\$13.00
NP		DOWNTIME FOR WATER SHUTOFF ISSUES	HR	\$700.00	+2.5	+\$1,750.00
P		STORM SEWER STRUCTURE ELEVATION ADJUSTMENTS	LS	\$2,000.00	+1	+\$2,000.00
P		CONCRETE PAVEMENT REMOVAL	LS	\$3,320.00	+1	+\$3,320.00
P		CONTAMINATED SOIL DISPOSAL	LS	\$2,683.77	+1	+\$2,683.77
Net Change this Change Order						+\$25,923.47

****Group/funding category is required for federal aid projects**

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> (X) Is NOT changed	<input type="checkbox"/> () May be revised as provided in MnDOT Specification 1806
<input type="checkbox"/> () Is Increased by _____ Working Days	<input type="checkbox"/> () Is Increased by _____ Calendar Days
<input type="checkbox"/> () Is Decreased by _____ Working Days	<input type="checkbox"/> () Is Decreased by _____ Calendar Days

Approved by Project Engineer: Nathan Willey Date: 8-2-23
 Print Name: Nathan Willey Phone: 507-835-9716

Approved by Contractor: Kevin Depuydt Date: 8/2/2023
 Print Name: KEVIN DEPUYDT Phone: 507-389-9129

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ___ Federal Funding ___ State Aid Funding ___ Local funds

District State Aid Engineer: _____ Date: _____

CONSTRUCTION CONTRACT PAYMENT REQUEST

DATE: OCTOBER 3, 2023

TO: Mayor & City Council
Carl Sonnenberg - City Manager

PROJECT NAME: 2ND ST SW & 2ND AVE SW INTERSECTION RECONSTRUCTION

CITY PROJECT NO. 2023-01

PAYMENT REQUEST NO. 4 - FINAL

PAYMENT PERIOD: N/A

CONTRACTOR: DIRT MERCHANT INC.

CONTRACT

Original Contract sum: \$ 244,702.33

Change Orders:

CHANGE ORDER NO. 1 \$ 25,923.47

Net change by change orders: \$ 25,923.47

Contract Sum to date: \$ 270,625.80

PAYMENT

Contract Sum to date: \$ 270,625.80

Total earned to date
(Includes Change Orders) \$ 270,625.80

Retainage (N/A): \$ -

Total earned less retainage: \$ 270,625.80

Less previous payment requests: \$ 257,094.51


Payment due this request: \$ 13,531.29

% Contract completed to date: 100%

Amount remaining on contract: \$ -

Total Amount Due: \$ 13,531.29

Approved By:

 9-21-23
Contractor Date

Director of Finance Date

City Engineer Date

City Manager Date

CERTIFICATE OF PAYMENT NO. 4 - FINAL

PAGE 1

2ND ST SW & 2ND AVE SW INTERSECTION RECONSTRUCTION PROJECT

CITY PROJECT NO. 2023-01

PAYMENT PERIOD: N/A

PAYMENT REQUEST NO. 4 - FINAL

ORIGINAL CONTRACT AMOUNT: \$244,702.33

PAYMENT DATE: OCTOBER 3, 2023

FINAL CONTRACT AMOUNT: \$270,625.80

CONTRACTOR:

DIRT MERCHANT INC.
3301 3RD AVENUE
MANKATO, MN 56001

CONTRACT APPROVAL DATE: MARCH 7, 2023

CONTRACT COMPLETION: SUBSTANTIALLY COMPLETED ON JUNE 20, 2023
(25 WORKING DAYS USED OUT OF 30 TOTAL ALLOWED)

To the City Council of the City of Waseca, the following payment is requested in accordance with the plans, specifications, and conditions of the contract.

NO.	DESCRIPTION	UNIT	PLAN QUANTITIES	UNIT PRICES	CONTRACT AMOUNT	THIS PERIOD QUANTITIES	THIS PERIOD AMOUNTS	TO DATE QUANTITIES	TO DATE AMOUNTS
1	MOBILIZATION	LS	1	\$ 9,886.00	\$ 9,886.00	0	\$ -	1	\$ 9,886.00
2	REMOVE DRAINAGE STRUCTRE	EA	10	\$ 250.00	\$ 2,500.00	0	\$ -	10	\$ 2,500.00
3	REMOVE GATE VALVE & MANHOLE	EA	3	\$ 400.00	\$ 1,200.00	0	\$ -	3	\$ 1,200.00
4	REMOVE CURB AND GUTTER	LF	316	\$ 5.00	\$ 1,580.00	0	\$ -	337	\$ 1,685.00
5	REMOVE PIPE (WATER)	LF	217	\$ 8.00	\$ 1,736.00	0	\$ -	307	\$ 2,456.00
6	REMOVE SEWER PIPE (STORM)	LF	336	\$ 10.00	\$ 3,360.00	0	\$ -	336	\$ 3,360.00
7	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	169	\$ 5.00	\$ 845.00	0	\$ -	169	\$ 845.00
8	REMOVE BITUMINOUS PAVEMENT	SY	1,021	\$ 3.45	\$ 3,522.45	0	\$ -	1,068	\$ 3,684.60
9	REMOVE CONCRETE	SY	186	\$ 10.00	\$ 1,860.00	0	\$ -	189	\$ 1,890.00
10	EXCAVATION - COMMON (P)	CY	575	\$ 18.00	\$ 10,350.00	0	\$ -	215	\$ 3,870.00
11	EXCAVATION - SUBGRADE	CY	50	\$ 25.00	\$ 1,250.00	0	\$ -	183	\$ 4,575.00
12	STABILIZING AGGREGATE (CV)	CY	50	\$ 48.90	\$ 2,445.00	0	\$ -	183	\$ 8,948.70
13	GEOTEXTILE FABRIC TYPE 5	SY	1,150	\$ 2.10	\$ 2,415.00	0	\$ -	1,025	\$ 2,152.50
14	AGGREGATE BASE (CV) CLASS 5	CY	370	\$ 42.80	\$ 15,836.00	0	\$ -	342	\$ 14,637.60
15	BITUMINOUS MATERIAL FOR TACK COAT	GAL	103	\$ 5.00	\$ 515.00	0	\$ -	107	\$ 535.00
16	TYPE SP 12.5 NON-WEARING COURSE MIXTURE (3;B) 2" THICK	SY	1,025	\$ 12.34	\$ 12,648.50	0	\$ -	954	\$ 11,772.36
17	TYPE SP 9.5 WEARING COURSE MIXTURE (3;C) 1.5" THICK	SY	2,038	\$ 9.91	\$ 20,196.58	0	\$ -	2,152	\$ 21,326.32
18	6" PVC NON-PERFORATED TILE (SDR 35)	LF	38	\$ 31.20	\$ 1,185.60	0	\$ -	50	\$ 1,560.00
19	6" PVC PERFORATED TILE (SDR 35)	LF	264	\$ 21.20	\$ 5,596.80	0	\$ -	280	\$ 5,936.00
20	12" RC PIPE SEWER DESIGN 3006 CLASS V	LF	16	\$ 86.50	\$ 1,384.00	0	\$ -	16	\$ 1,384.00
21	15" RC PIPE SEWER DESIGN 3006 CLASS V	LF	132	\$ 73.85	\$ 9,748.20	0	\$ -	129	\$ 9,526.65
22	18" RC PIPE SEWER DESIGN 3006 CLASS V	LF	119	\$ 79.50	\$ 9,460.50	0	\$ -	97	\$ 7,711.50
23	CONNECT TO EXISTING STORM SEWER	EA	4	\$ 1,054.00	\$ 4,216.00	0	\$ -	5	\$ 5,270.00
24	TEMPORARY WATER SERVICE	LS	1	\$ 1,000.00	\$ 1,000.00	0	\$ -	1	\$ 1,000.00
25	1" CORPORATION STOP WITH SADDLE	EA	1	\$ 465.00	\$ 465.00	0	\$ -	1	\$ 465.00
26	1" CURB STOP & BOX	EA	1	\$ 548.00	\$ 548.00	0	\$ -	1	\$ 548.00
27	12" GATE VALVE & BOX	EA	2	\$ 5,621.00	\$ 11,242.00	0	\$ -	2	\$ 11,242.00
28	8" GATE VALVE & BOX	EA	1	\$ 3,487.00	\$ 3,487.00	0	\$ -	3	\$ 10,461.00
29	CONNECT TO EXISTING (WATER)	EA	4	\$ 768.00	\$ 3,072.00	0	\$ -	5	\$ 3,840.00
30	1" HDPE WATER SERVICE PIPE	LF	13	\$ 58.50	\$ 760.50	0	\$ -	19	\$ 1,111.50
31	12" PVC WATER MAIN	LF	100	\$ 95.65	\$ 9,565.00	0	\$ -	106	\$ 10,138.90
32	8" PVC WATER MAIN	LF	108	\$ 67.40	\$ 7,279.20	0	\$ -	128	\$ 8,627.20
33	DUCTILE IRON FITTINGS	LB	385	\$ 16.40	\$ 6,314.00	0	\$ -	583	\$ 9,561.20
34	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	EA	2	\$ 5,323.00	\$ 10,646.00	0	\$ -	2	\$ 10,646.00
35	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	EA	1	\$ 8,263.00	\$ 8,263.00	0	\$ -	1	\$ 8,263.00
36	CONSTRUCT DRAINAGE STRUCTURE DESIGN CATCH BASIN	EA	4	\$ 2,373.00	\$ 9,492.00	0	\$ -	4	\$ 9,492.00
37	ADJUST FRAME AND RING CASTING	EA	1	\$ 753.00	\$ 753.00	0	\$ -	1	\$ 753.00
38	CASTING ASSEMBLY (NEENAH R-1733)	EA	2	\$ 677.00	\$ 1,354.00	0	\$ -	2	\$ 1,354.00
39	CASTING ASSEMBLY (NEENAH R-3067)	EA	5	\$ 771.00	\$ 3,855.00	0	\$ -	5	\$ 3,855.00
40	DRILL & GROUT REINFORCEMENT BAR (EPOXY COATED)	EA	206	\$ 12.00	\$ 2,472.00	0	\$ -	196	\$ 2,352.00
41	4" CONCRETE WALK	SF	530	\$ 8.00	\$ 4,240.00	0	\$ -	523	\$ 4,184.00
42	6-8" CONCRETE WALK	SF	959	\$ 10.00	\$ 9,590.00	0	\$ -	946	\$ 9,460.00
43	6-8" EXPOSED AGGREGATE CONCRETE WALK	SF	143	\$ 18.00	\$ 2,574.00	0	\$ -	163	\$ 2,934.00
44	CONCRETE CURB AND GUTTER DESIGN B618	LF	26	\$ 37.00	\$ 962.00	0	\$ -	22	\$ 814.00
45	CONCRETE CURB AND GUTTER DESIGN B624	LF	271	\$ 37.00	\$ 10,027.00	0	\$ -	293	\$ 10,841.00
46	CONCRETE CURB DESIGN V	LF	39	\$ 35.00	\$ 1,365.00	0	\$ -	28	\$ 980.00
47	TRUNCATED DOMES	SF	104	\$ 60.00	\$ 6,240.00	0	\$ -	110	\$ 6,600.00
48	TRAFFIC CONTROL	LS	1	\$ 4,000.00	\$ 4,000.00	0	\$ -	1	\$ 4,000.00
49	STORM DRAIN INLET PROTECTION	EA	5	\$ 150.00	\$ 750.00	0	\$ -	0	\$ -
50	SEED AND BLANKET	SY	100	\$ 6.50	\$ 650.00	0	\$ -	98	\$ 637.00
CO #1	DOWNTIME FOR WATER SHUTOFF ISSUES	HR	N/A	\$ 700.00	N/A	0	\$ -	2.5	\$ 1,750.00
	STORM SEWER STRUCTURE ELEVATION ADJUSTMENTS	LS	N/A	\$ 2,000.00	N/A	0	\$ -	1	\$ 2,000.00
	CONCRETE PAVEMENT REMOVAL	LS	N/A	\$ 3,320.00	N/A	0	\$ -	1	\$ 3,320.00
	CONTAMINATED SOIL DISPOSAL	LS	N/A	\$ 2,683.77	N/A	0	\$ -	1	\$ 2,683.77
PROJECT TOTALS:					\$ 244,702.33		\$ -		\$ 270,625.80

Title:	APPROVE THE WASECA MUNICIPAL AIRPORT 20-YEAR CAPITAL IMPROVEMENT PLAN (CIP)		
Meeting Date:	October 3, 2023	Agenda Item Number:	6F
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Airport 20-Year CIP
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to approve the Waseca Municipal Airport 20-Year Capital Improvement Plan (CIP).		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: The Waseca Municipal Airport 20-Year Capital Improvement Plan (CIP) has been reviewed and revised by City staff, the City's airport consultant (TKDA), and the Airport Board. At their meeting on September 26th, the Airport Board approved the 20-Year CIP by a vote of 4-0. This updated plan is required to be submitted to the Federal Aviation Administration (FAA) to aid them in their federal grant planning/scheduling process.

BUDGET IMPACT: None.

RECOMMENDATION: Staff recommends the Waseca City Council approve the Waseca Municipal Airport 20-Year Capital Improvement Plan (CIP).

Fiscal Year				Funding Rates								FAA Funding					See Note 1		
Fed	State	Local		FAA	St	Mun						AIP Entitlement Funding	AIP Entitlement Balance	AIG (BIL) Funding	AIG (BIL) Funding Balance	Apportionment/ Discretionary	AIP Entitlement Transfer Out	AIP Entitlement Transfer In	
													\$450,000		\$159,000				
2023	2024	2023	4-Unit Hangar Construction (FAA AIP)	90	5	5	\$1,196,530	\$1,076,877	\$59,827	\$59,827		\$1,076,877	\$24		\$304,000	\$0		\$476,901	\$400,000 from ONA, \$76,901 repayment from 55Y
2023	2024	2023	4-Unit Hangar Construction (FAA AIG)	90	5	5	\$337,483	\$303,735	\$16,874	\$16,874			\$24	\$303,735	\$265	\$0			BIL Funding
		2023	Fueling Card Reader Installation	0	0	100	\$25,000	\$0	\$0	\$25,000			\$24		\$265	\$0			
2024	2025	2024	Runway 15/33 PAPI's and REIL's (FAA AIG)	90	5	5	\$160,000	\$144,000	\$8,000	\$8,000			\$150,024	\$144,000	\$1,265	\$0			BIL Funding
2024		2024	Entitlement Transfer Repayment				\$0	\$0	\$0	\$0			\$24		\$1,265	\$0	\$150,000		Transfer repayment #1 to ONA
	2025	2024	Apron/Taxilane Pavement Rehabilitation	0	70	30	\$100,000	\$0	\$70,000	\$30,000			\$24		\$1,265	\$0			
	2025	2024	Fuel Tank Replacement	0	70	30	\$100,000	\$0	\$70,000	\$30,000			\$24		\$1,265	\$0			
	2026	2025	10-Unit T-Hangar Construction - Hangar Loan Fund	0	0	20	\$2,000,000	\$0	\$0	\$400,000	\$1,600,000		\$150,024		\$146,265	\$0			Hangar Loan Fund (80% funding, 0% int, 20 year term)
2025	2026	2025	T-Hangar Site Prep/Taxilanes	40	40	20	\$350,000	\$140,000	\$140,000	\$70,000			\$150,024	\$140,000	\$6,265	\$0			BIL Funding
	2026	2025	Parking Lot Reconstruction/Expansion	0	70	30	\$200,000	\$0	\$140,000	\$60,000			\$150,024		\$6,265	\$0			
2025		2025	Entitlement Transfer Repayment				\$0	\$0	\$0	\$0			\$24		\$6,265	\$0	\$150,000		Transfer repayment #2 to ONA
2026	2027	2026	Runway 15/33 Reconstruction Design (FAA AIG)	90	5	5	\$168,000	\$151,200	\$8,400	\$8,400			\$150,024	\$151,200	\$65	\$0			BIL Funding
2026	2027	2026	Runway 15/33 Lighting Design (FAA AIP)	90	5	5	\$55,000	\$49,500	\$2,750	\$2,750		\$49,500	\$100,524		\$65	\$0			
2026		2026	Entitlement Transfer Repayment				\$0	\$0	\$0	\$0			\$524		\$65	\$0	\$100,000		Transfer repayment #3 to ONA
2027	2028	2027	Runway 15/33 Reconstruction	90	5	5	\$2,700,000	\$2,430,000	\$135,000	\$135,000		\$150,524	\$0			\$2,279,476			Discretionary
2027	2028	2027	Runway 15/33 Lighting Replacement	90	5	5	\$600,000	\$540,000	\$30,000	\$30,000			\$0			\$540,000			Discretionary
2028	2029	2028	Taxiway A Reconstruction & Design	90	5	5	\$900,000	\$810,000	\$45,000	\$45,000		\$150,000	\$0			\$660,000			State Apportionment
	2029	2028	Private Hangar Site Development	0	70	30	\$300,000	\$0	\$210,000	\$90,000			\$0			\$0			
2029	2030	2029	Environmental Assessment (Rwy/Twy Extension)	90	5	5	\$75,000	\$67,500	\$3,750	\$3,750		\$67,500	\$82,500			\$0			
2030	2031	2030	Runway/Taxiway Extension Design	90	5	5	\$300,000	\$270,000	\$15,000	\$15,000		\$232,500	\$0			\$37,500			
2031	2032	2031	Runway/Taxiway Extension Construction	90	5	5	\$3,500,000	\$3,150,000	\$175,000	\$175,000		\$150,000	\$0			\$3,000,000			Discretionary or State Apportionment
	2033	2032	10-Unit T-Hangar Construction - Hangar Loan Fund	0	0	20	\$2,350,000	\$0	\$0	\$470,000	\$1,880,000	\$0	\$150,000			\$0			
2032	2033	2032	T-Hangar Site Prep/Taxilanes	40	40	20	\$400,000	\$160,000	\$160,000	\$80,000		\$160,000	(\$10,000)			\$0			
2033	2034	2033	Apron/Taxilane Crack Sealing	90	5	5	\$150,000	\$135,000	\$7,500	\$7,500		\$135,000	\$5,000			\$0			
2034	2035	2034	Environmental Assessment (Crosswind Rwy)	90	5	5	\$75,000	\$67,500	\$3,750	\$3,750		\$67,500	\$87,500			\$0			
2035	2036	2035	Turf Crosswind Runway Design	90	5	5	\$250,000	\$225,000	\$12,500	\$12,500		\$225,000	\$12,500			\$0			
2036	2037	2036	Turf Crosswind Runway Construction	90	5	5	\$1,500,000	\$1,350,000	\$75,000	\$75,000		\$162,500	\$0			\$1,187,500			State Apportionment
2037	2038	2037	Runway/Taxiway Crack Sealing	90	5	5	\$166,000	\$149,400	\$8,300	\$8,300		\$149,400	\$600			\$0			
2038	2039	2038	Land Acquisition (Parcel D) - Rwy 15 Approach	90	5	5	\$160,000	\$144,000	\$8,000	\$8,000		\$144,000	\$6,600			\$0			
2039	2040	2039	No Projects Programmed				\$0	\$0	\$0	\$0		\$0	\$156,600			\$0			
2040	2041	2040	No Projects Programmed				\$0	\$0	\$0	\$0		\$0	\$306,600			\$0			
2041	2042	2041	No Projects Programmed				\$0	\$0	\$0	\$0		\$0	\$456,600			\$0			
	2043	2042	10-Unit T-Hangar Construction - Hangar Loan Fund	0	0	20	\$2,850,000	\$0	\$0	\$570,000	\$2,280,000	\$0	\$606,600			\$0			
2042	2043	2042	T-Hangar Site Prep/Taxilanes	40	40	20	\$500,000	\$200,000	\$200,000	\$100,000		\$200,000	\$406,600			\$0			
Totals							\$21,468,013	\$11,563,712	\$1,604,651	\$2,539,651	\$5,760,000	\$3,120,301		\$738,935		\$7,704,476			

(1) Entitlement transfers due back to other airports are subject to terms of agreement and expiration.

Title:	RESOLUTION 23-44 ACCEPTING DONATION OF A VEHICLE FOR USE AS A COURTESY CAR AT THE WASECA MUNICIPAL AIRPORT		
Meeting Date:	October 3, 2023	Agenda Item Number:	6G
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution 23-44
Originating Department:	Engineering	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Approve Resolution 23-44, accepting the donation of a vehicle for use as a courtesy car at the Waseca Municipal Airport.		
How does this item pertain to Vision 2030 goals?	Creating high quality community assets.		

BACKGROUND: A current airport tenant has offered to donate a vehicle for use as a courtesy car at the Waseca Municipal Airport. The vehicle to be donated is a 2005 Buick LeSabre with an estimated value of \$4,000. At their September 26, 2023 meeting, the Airport Board reviewed and approved a draft Courtesy Vehicle Agreement and voted 4-0 to recommend acceptance of the vehicle donation.

BUDGET IMPACT: Providing a courtesy vehicle will incur additional airport costs (insurance premiums, vehicle maintenance, fuel, etc.) estimated at \$500/year.

RECOMMENDATION: Staff recommends the Waseca City Council approve Resolution 23-44 accepting the donation of a vehicle for use as a courtesy car at the Waseca Municipal Airport.

RESOLUTION NO. 23-44

**AUTHORIZE ACCEPTANCE OF A DONATED VEHICLE
FOR USE AS A COURTESY CAR AT THE WASECA MUNICIPAL AIRPORT**

WHEREAS, a current Waseca Municipal Airport tenant has offered to donate a vehicle for use as a courtesy car at the Waseca Municipal Airport; and

WHEREAS, the vehicle to be donated is a 2005 Buick LeSabre with an estimated value of \$4,000.

WHEREAS, the Airport Board has recommended acceptance of said donation for said purpose.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Waseca, Minnesota accepts the donated vehicle for use as a courtesy car at the Waseca Municipal Airport.

Adopted this 3rd day of October 2023.

RANDY L. ZIMMERMAN
MAYOR

ATTEST:

JULIA HALL
CITY CLERK

Title:	Assignment of Tax Abatement Agreement for 1105 11 th Avenue SE PID 175350580		
Meeting Date:	October 3, 2023	Agenda Item Number:	6H
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Consent to Assignment of Tax Abatement Agreement
Originating Department:	Economic Development	Presented By:	Consent Agenda
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action:		
How does this item pertain to Vision 2030 goals?	Developing High Quality Community Assets		

BACKGROUND: On May 3, 2022, the City Council approved a Residential Tax Abatement Agreement with Miller Homes, LLC, granting 100% abatement for three (3) years for the development of a single-family home at 1105 11th Avenue SE. Construction has been completed, and the home has been sold to James and Amber Konz. Staff has the attached “Consent to Assignment of Tax Abatement Agreement” drafted by the City Attorney, which transfers the abatement to the new owners, James and Amber Konz.

BUDGET IMPACT: Approving this consent to assignment of the Residential Tax Abatement Agreement is consistent with revenues and expenditures already provided for in the budget. Refusing to approve the assignment would result in decreased annual expenditures.

ALTERNATIVES CONSIDERED: The City could declare the abatement agreement to be in default and terminate all future abatement payments.

RECOMMENDATION: Staff recommends a motion to approve the Consent to Assignment of Tax Abatement Agreement. The property owner will still have to accept and execute this agreement to receive future tax abatement payments.

**CONSENT TO ASSIGNMENT AND AMENDMENT OF
TAX ABATEMENT AGREEMENT**

THIS CONSENT TO ASSIGNMENT AND AMENDMENT OF TAX ABATEMENT AGREEMENT is entered into on _October 3, 2022 between JAMES KONZ and AMBER KONZ, Husband and wife and the CITY OF WASECA, MINNESOTA (“CITY”).

WHEREAS, MILLER HOMES, LLC (“Recipients”) entered into that certain Residential Tax Abatement Agreement with the City dated May 3, 2022 (the “Abatement Agreement”) which memorialized the terms and conditions upon which the City granted a partial abatement of ad valorem property taxes on real property located at 1105 11th Avenue SE Waseca, Minnesota (the “Property”); and

WHEREAS, on MILLER HOMES, LLC, Recipients conveyed the Property to PAUL BRUNNER and ABIGAIL BRUNNER who then conveyed the property to JAMES KONZ and AMBER KONZ (“Assignees”) thereby assigning Recipients’ rights and obligations under the Abatement Agreement; and

WHEREAS, the Abatement Agreement provides that no assignment of the Abatement Agreement may be made without the written approval of the CITY; and

WHEREAS, the CITY, having determined that the project for which the partial tax abatement was originally granted has been completed in accordance with the terms of the Abatement Agreement and that Assignees have the capability of fully performing and honoring Recipients’ obligations under the Abatement Agreement, is willing to consent to and ratify the assignment of the Abatement Agreement to Assignees with the following amendments; and

WHEREAS, the Section 3.8 of the Abatement Agreement contains several typographical errors that CITY and Assignees wish to correct through an amendment of the Abatement Agreement.

NOW, THEREFORE, CITY and Assignees covenant and agree as follows:

1. Assignees hereby accept the assignment of the Abatement Agreement from Recipients and agree to fully perform Recipients’ duties and obligations thereunder, and shall be entitled to receive the benefits of the partial tax abatement agreement on the terms and conditions set forth in the Abatement Agreement. CITY consents to the assignment of the Abatement Agreement from Recipients under such circumstances.
2. The Abatement Agreement is hereby amended as follows:

Section 3.8 shall of the Abatement Agreement shall be replaced with the following:

Section 3.8 Tax Abatements.

(1) The Tax Abatements paid to the Developer shall be in accordance with and subject to the terms and conditions contained in the Abatement Resolution and the Tax Abatement Act.

(2) The Tax Abatement shall be for a duration not to exceed Ten (10) years and shall apply to the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property and paid by the Developer, beginning with taxes payable in 2024 and continuing through taxes payable in 2033, in the lesser amount annually of \$2,045.89 or 50% percent of the City's share of ad valorem property taxes on the Property derived from the value of the residential development of the Property for that year.

(3) On or before January 1 and July 1 each year commencing July 1, 2024 and including January 1, 2034, the Developer shall invoice the City in the amount of the City's portion of ad valorem property taxes on the Property paid by Developer in the previous six month period to which the Developer is entitled to reimbursement under this Section. On or before February 1 and August 1 each year commencing August 1, 2024 and including February 1, 2034 the City shall pay the Developer the amount of the Tax Abatements received by the City in the previous six month period.

(4) In order to be entitled to the City Tax Abatements provided for in this Agreement, the Developer shall not be in default within the City of any of its payment obligations respecting any taxes, assessments, utility charges or other governmental impositions. Notwithstanding the other provisions of this Article, the City shall not have any obligation to the Developer with respect to the Abatement of taxes hereunder if the City, at the time or times such obligation is required, is entitled to exercise any of the remedies set forth in this Agreement as a result of an Event of Default, which has not been cured.

[Signature page to follow]

IN WITNESS WHEREOF, the city has caused this Agreement to be duly executed in its name and on its behalf, and the Assignees have caused this Agreement to be duly executed in their name and on their behalf, on or as of the date first above written.

JAMES KONZ

AMBER KONZ

CITY OF WASECA, MINNESOTA

By _____
Its Mayor

By _____
Its City Manager

Title:	AMEND 2023 CITY COUNCIL MEETING DATES		
Meeting Date:	OCTOBER 3, 2023	Agenda Item Number:	7A
Action:	<input checked="" type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Amended List of Council Meeting Dates
Originating Department:	Administration	Presented By:	City Manager
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Motion to approve Amended 2023 City Council meeting dates.		
How does this item pertain to Vision 2030 goals?	In accordance with good governance		

BACKGROUND: The City Council set the 2023 meeting dates at their last meeting in December 2022.

Due to Waseca County District #3 Commissioner Nelson's unforeseen passing, a Special Primary Election has been called for Tuesday, November 7, 2023.

Prior, the Council has approved that they can reschedule other meetings as needed throughout the year as long as public meeting notice requirements are met.

This request is made following Minnesota Statute:

204C.03 PUBLIC MEETINGS PROHIBITED ON ELECTION DAY.

§Subdivision 1. School districts, counties, municipalities, and special taxing districts.

No special taxing district governing body, school board, county board of commissioners, city council, or town board of supervisors shall conduct a meeting between 6:00 p.m. and 8:00 p.m. on the day that an election is held within the boundaries of the special taxing district, school district, county, city, or town.

RECOMMENDATION: Staff recommends a motion to select a new date for the November 7, 2023, City Council meeting.

**WASECA CITY COUNCIL
2023 MEETING DATES**

JANUARY

Tuesday, January 3
Tuesday, January 17

FEBRUARY

Tuesday, February 7
Tuesday, February 21

MARCH

Tuesday, March 7
Tuesday, March 21

APRIL

Tuesday, April 4
Tuesday, April 18

MAY

Tuesday, May 2
Tuesday, May 16

JUNE

Tuesday, June 6
Tuesday, June 20

JULY

Wednesday, July 5 (Independence Day)
Tuesday, July 18

AUGUST

Wednesday, August 2 (Night to Unite)
Tuesday, August 15

SEPTEMBER

Tuesday, September 5
Tuesday, September 19

OCTOBER

Tuesday, October 3
Tuesday, October 17

NOVEMBER

Tuesday, November 7 – To be moved to Monday, November 6th, or Wednesday, November 8th.
Tuesday, November 21

DECEMBER

Tuesday, December 5
Tuesday, December 19

Title:	Resolution No.23-46– Adopt Miscellaneous Assessment Roll for City Services and Fees		
Meeting Date:	October 03,2023	Agenda Item Number:	7B
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Resolution 23-46 Misc. Assessment Roll #23-99
Originating Department:	Finance	Presented By:	Finance Director
Approved By City Manager: <input checked="" type="checkbox"/>	Proposed Action: Adopt Resolution No.23-46– Adopt Miscellaneous Assessment Roll for City Services and Fees		
How does this item pertain to Vision 2030 goals?	Good Governance		

BACKGROUND:

At the September 5th, 2023, City Council meeting the City Council adopted Resolution 23-39 setting October 3, 2023 as the hearing date for miscellaneous special assessments. These assessments are for unpaid bills issued by the City to various property owners for services and fees. The notice of the hearing was published and parcel specific information along with a copy of the notice was sent to each property owner on roll #23-99 in accordance with requirements of Chapter 429 of State Statute.

A copy of roll #23-99 is presented before you.

BUDGET IMPACT:

This will have no impact on the budget since these are amounts previously owed. However, should the taxes become delinquent or uncollectible at that point the expected revenue will be unattainable.

RECOMMENDATION:

Staff recommends adoption of Resolution No. 23-46, a resolution adopting Special Assessment Roll #23-99 and authorizing transmittal of the roll to the County to be included on the parcel taxes for 2024.

RESOLUTION NO. 23-46

**A RESOLUTION OF THE WASECA CITY COUNCIL
ADOPTING MISCELLANEOUS ASSESSMENT ROLL #23-99
FOR CITY SERVICES AND FEES**

WHEREAS, the service/fees listed on the attached Roll #23-99 have been properly provided to the corresponding property in accordance with the Waseca City Charter and applicable State laws:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waseca:

1. Such proposed Assessment Roll #23-99, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein.
2. Prior to November 15, 2023, payments on such assessments can be made with no interest accrual to the Waseca City Finance Department.
3. After November 15, 2023, assessment balances remaining will be certified to the Waseca County Auditor-Treasurer's Office to be placed on property tax statements. A \$25 administrative charge will be added to the amount certified to the County Auditor. The balance of the assessment may be paid after November 15, 2023 to the Waseca County Auditor-Treasurer's Office. These assessment balances will accrue interest at a rate of four percent (4%) per annum. First year interest is calculated for a 12-month period, January 2024 through December 2024. Payments shall be payable in equal annual installments extending over a period of one year.
4. The Finance Department shall forthwith transmit a certified duplicate of this assessment to the Waseca County Auditor-Treasurer to be extended on the property tax lists. Such assessments shall be collected and paid in the same manner as other municipal taxes.

Adopted this 3rd day of October 2023.

Randy L Zimmerman
MAYOR

ATTEST:

JULIA HALLL
CITY CLERK

ROLL NO. 23-99**Miscellaneous Assessments for City Services/Fees**

<u>DATE</u>	<u>PROPERTY OWNER-SERVICE/FEE</u>	<u>PROPERTY ADDRESS</u>	<u>PARCEL ID #</u>	<u>TOTAL</u>
12/14/2022 Invoice	Rita Vogler Mow/trim	709 4th Ave NE	17.120.0040	\$ 857.50
8/18/2023 Invoice	Chris Townsend Mow/Trim	312 2nd Ave SE	17.151.0360	\$ 732.50
2/1/2023 Invoice	Verionica Hertzog Snow Removal	820 2nd St NW	17.112.0100	\$ 55.00
12/28/2022 Invoice	Shawn Farrenkopf Mow/Trim, Remove Debris	204 12th Ave NW	17.479.0670	\$ 1,760.87
8/9/2023 Invoice	Jeff Folie Mow/Trim	504 4th St NE	17.376.1190	\$ 45.00
1/28/2022 Invoice	Adan Quintero Etal Water Repair	201 N State Street	17.100.0860	\$ 691.48
8/30/2023 Invoice	Roundbank-Woodville meadows Mow/Trim-Outlot A	PO Box 667	17.710.0230	\$511.25
12/28/2022 Invoice	Robert Eggers Remove Rubbish	501 3rd St NE	17.376.0600	\$ 2,567.71
TOTAL ROLL #23-99				<u><u>\$7,221.31</u></u>

Title:	Municipal Well Maintenance Project		
Meeting Date:	October 3, 2023	Agenda Item Number:	7C
Action:	<input type="checkbox"/> MOTION <input type="checkbox"/> REQUESTS/PRESENTATIONS <input checked="" type="checkbox"/> RESOLUTION <input type="checkbox"/> ORDINANCE <input type="checkbox"/> DISCUSSION	Supporting Documents:	Attached Project Manual
Originating Department:	Water Utility	Presented By:	City Manager/Director of Utilities and Public Works
Approved By City Manager: <input checked="" type="checkbox"/>			
How does this item pertain to Vision 2030 goals?	Maintaining critical City of Waseca infrastructure, which serves the Waseca community.		

BACKGROUND: While there are daily well maintenance and operations checks with all five municipal wells, including the Conagra Well #4, every 5-7 years, all five well pumps and motors are removed from service, inspected at a contractor's shop, and parts repaired/replaced. Additionally, all well borings are televised and treated appropriately to ensure safe water delivery to all of Waseca.

Since the early 1990s, the current firm, Stantec, and their predecessor, Bonestroo, have assisted with coordination and inspection services for municipal well projects. Their familiarity with the Waseca system helps ensure a thorough job based on Waseca's needs and how the Utilities and Public Works business is conducted.

BUDGET IMPACT: Engineering services and construction services are budgeted over two years, 2023 and 2024. The engineering services agreement is in the amount of \$48,406. Construction/maintenance work by the contractor is estimated at \$624,000. Based on recent history shown below, and if the history repeats, the project would cost about \$468,000. Post-COVID pricing has increased dramatically. The recent summary of well work is as follows for comparison of pricing:

2014 Well Rehab Project

Total Contract Amount:	\$212,152.00
Actual Expenditure:	\$157,067.09
Percentage Spent:	74.0%

2019 Well Rehab Project

Total Contract Amount:	\$329,725.00
Actual Expenditure:	\$249,385.00
Percentage Spent:	75.6%

ALTERNATIVES CONSIDERED: City staff works with Conagra through the Council's recently approved Water Services Agreement to ensure that Conagra's Well #4 is part of the city project. Expenses related to Well #4 are reimbursed to the city from Conagra, as determined between the Conagra Plant Manager and City Manager.

To obtain the best quotes, work on all five wells is authorized through one project and one contractor over a two-year period.

RECOMMENDATION: The City Council authorizes the City Manager to advertise for bids for the Municipal Well Maintenance Project. (Bids will be presented in the future for further council action.)



DRAFT

**Project Manual For
2023 Well Maintenance Project**

**Prepared for:
City of Waseca, Minnesota**



**September 2023
Stantec Project No. 173420145**

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SECTION 00 01 10

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Details

Figure No. 1	Project Location
Well and Pump No. 1	Record Plan
Well and Pump No. 2	Record Plan
Well and Pump No. 3	Record Plan
Well and Pump No. 4	Record Plan
Well and Pump No. 5	Record Plan

END OF SECTION

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SECTION 00 11 13
ADVERTISEMENT FOR BIDS

Electronic Bids will be received by the City of Victoria Minnesota, on the QuestCDN.com website via the VirtuBid electronic bidding application. Only electronic bids will be accepted for this project. Bids will be received on the QuestCDN.com website, until 10:00 A.M., CDT, on Thursday, **October 26, 2023**, at which time they will be opened electronically and reviewed for the furnishing of all labor, materials, and all else necessary for the following:

2023 Well Maintenance Project

In general, Work consists of the removal, repair, and reinstallation of Well Pumps for Well Nos. 1, 2, 3, 4, and 5. This project will also require brushing and televising the casing along with air lifting of sand from the well. Site restoration is to also be completed after well rehabilitation.

Complete digital Bidding Documents are available at www.questcdn.com for \$20 by inputting **QuestCDN eBidDoc #XXXXXX** on the website's Project Search page. Paper Bidding Documents may also be viewed at Stantec, 733 Marquette Avenue, Suite 1000, Minneapolis, MN 55402, (612) 712-2000.

Direct inquiries to Engineer's Project Manager, Mark Janovec, at (651) 775-6532 or mark.janovec@stantec.com.

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

The Owner reserves the right to retain the deposits of the 3 lowest Bidders for a period not to exceed 60 days after the date and time set for the Opening of Bids. No Bids may be withdrawn for a period of 60 days after the date and time set for the Opening of Bids.

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

Carl Sonnenberg, City Manager, Utilities and Public Works Director
City of Waseca, Minnesota

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BIDDER: _____

DOCUMENT 00 41 10

BID FORM

2023 WELL MAINTENANCE PROJECT

PROJECT NO. 173420145

WASECA, MINNESOTA

2023

THIS BID IS SUBMITTED TO:

City of Waseca
508 South State Street
Waseca, MN 56093

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 60 days after the Bid Opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum Letter

Addendum Date

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at, or contiguous to, the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at, or contiguous to, the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at, or contiguous to, the Site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) Bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

4.01 Bidder further represents that:

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

4.02 Bidder understands that the law may require the Owner, or Engineer at the Owner's direction, to undertake an investigation and submit an evaluation concerning Bidder's responsiveness, responsibility, and qualifications before awarding a contract. Bidder hereby waives any and all claims, of whatever nature, against Owner, Engineer and their employees and agents, which arise out of or relate to such investigation and evaluation, and statements made as a result thereof, except for statements that can be shown by clear and convincing evidence to be intentionally false and made with actual malice. Nothing in this paragraph is intended to restrict Bidder's rights to challenge a contract pursuant to law.

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

All specific cash allowances are included in the price(s) set forth below and have been computed in accordance with Paragraph 11.02 of the General Conditions.

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

No.	Item	Units	Qty	Unit Price	Total Price
PART 1 - WELL PUMP FACILITY NO. 1 REPAIRS:					
1	REMOVE AND REINSTALL LINE SHAFT TURBINE PUMP AND MOTOR. VIBRATION TESTING (PRE AND POST).	LS	1	\$ _____	\$ _____
2	FURNISH AND INSTALL NEW DISCHARGE HEAD BEARING	LS	1	\$ _____	\$ _____
3	FURNISH STAINLESS STEEL PUMP HEAD SHAFT	LS	1	\$ _____	\$ _____
4	10" X 10', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	22	\$ _____	\$ _____
5	10" X 5', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	1	\$ _____	\$ _____

No.	Item	Units	Qty	Unit Price	Total Price
6	8" X 10', SCH. 40, SUCTION PIPE	EA	1	\$ _____	\$ _____
7	1-11/16" X 10', STAINLESS STEEL LINE SHAFT	EA	22	\$ _____	\$ _____
8	1-11/16" X 5', STAINLESS STEEL LINE SHAFT	EA	1	\$ _____	\$ _____
9	1-11/16", STAINLESS STEEL, LINE SHAFT COUPLING	EA	1	\$ _____	\$ _____
10	BEARING RETAINER W/RUBBER BEARING	EA	1	\$ _____	\$ _____
11	REMOVE EXISTING BEARING AND INSTALL NEW RUBBER BEARING	EA	22	\$ _____	\$ _____
12	FURNISH STAINLESS STEEL BOWL SHAFT	LS	1	\$ _____	\$ _____
13	FURNISH AND INSTALL COMPLETE SET OF BOWL BEARINGS	LS	1	\$ _____	\$ _____
14	MACHINE BOWL AND IMPELLER AND INSTALL BRONZE WEAR RING PER STAGE	EA	5	\$ _____	\$ _____
15	REASSEMBLE BOWL ASSEMBLY	LS	1	\$ _____	\$ _____
16	PAINT DISCHARGE HEAD, MOTOR, BOWL, AND SUCTION PIPE. EPOXY COAT 12" OF EACH END OF COLUMN PIPES.	LS	1	\$ _____	\$ _____
17	REMOVE EXISTING WATER LEVEL TUBING. INSTALL NEW WATER LEVEL MONITOR TUBING	LF	220	\$ _____	\$ _____
18	SHOP TIME FOR WELL PUMP REPAIRS	HR	25	\$ _____	\$ _____
19	CONTINGENCY ALLOWANCE FOR MOTOR AND MISCELLANEOUS REPAIRS	LS	1	<u>\$8,000.00</u>	<u>\$6,000.00</u>
20	TRANSPORT TO AND ERECT ON THE JOB SITE A WELL RIG WITH ALL NECESSARY EQUIPMENT, TOOLS, CONTAINMENT PITS, AND MATERIALS FOR CLEANING AND SAND REMOVAL PURPOSES. INCLUDING SITE RESTORATION AND SODDING OF ALL DISTURBED AREAS.	LS	1	\$ _____	\$ _____
21	AIR LIFT OR BAIL ACCUMULATED SAND FROM THE BOTTOM OF WELL	CY	10	\$ _____	\$ _____
22	WIRE BRUSH INTERIOR SURFACE OF WELL CASING	LS	2	\$ _____	\$ _____
23	TELEVISION INSPECTION OF WELL	LS	1	\$ _____	\$ _____
TOTAL PART 1 - WELL PUMP NO. 1 REPAIRS					\$ _____
PART 2 - WELL PUMP FACILITY NO. 2 REPAIRS:					
24	REMOVE AND REINSTALL LINE SHAFT TURBINE PUMP AND MOTOR. VIBRATION TEST (PRE AND POST)	LS	1	\$ _____	\$ _____
25	FURNISH AND INSTALL NEW DISCHARGE HEAD BEARING	LS	1	\$ _____	\$ _____
26	FURNISH STAINLESS STEEL PUMP HEAD SHAFT	LS	1	\$ _____	\$ _____

No.	Item	Units	Qty	Unit Price	Total Price
27	8" X 10', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	22	\$ _____	\$ _____
28	8" X 5', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	1	\$ _____	\$ _____
29	8" X 10', SCH. 40, SUCTION PIPE	EA	1	\$ _____	\$ _____
30	1-11/16" X 10', STAINLESS STEEL LINE SHAFT	EA	22	\$ _____	\$ _____
31	1-11/16" X 5', STAINLESS STEEL LINE SHAFT	EA	1	\$ _____	\$ _____
32	1-11/16", STAINLESS STEEL, LINE SHAFT COUPLING	EA	1	\$ _____	\$ _____
33	BEARING RETAINER W/RUBBER BEARING	EA	1	\$ _____	\$ _____
34	REMOVE EXISTING BEARING AND INSTALL NEW RUBBER BEARING	EA	22	\$ _____	\$ _____
35	FURNISH STAINLESS STEEL BOWL SHAFT	LS	1	\$ _____	\$ _____
36	FURNISH AND INSTALL COMPLETE SET OF BOWL BEARINGS	LS	1	\$ _____	\$ _____
37	MACHINE BOWL AND IMPELLER AND INSTALL BRONZE WEAR RING PER STAGE	EA	5	\$ _____	\$ _____
38	REASSEMBLE BOWL ASSEMBLY	LS	1	\$ _____	\$ _____
39	PAINT DISCHARGE HEAD, MOTOR, BOWL, AND SUCTION PIPE. EPOXY COAT 12" OF EACH END OF COLUMN PIPES.	LS	1	\$ _____	\$ _____
40	REMOVE EXISTING WATER LEVEL TUBING. INSTALL NEW WATER LEVEL MONITOR TUBING	LF	220	\$ _____	\$ _____
41	SHOP TIME FOR WELL PUMP REPAIRS	HR	25	\$ _____	\$ _____
42	CONTINGENCY ALLOWANCE FOR MOTOR AND MISCELLANEOUS REPAIRS	LS	1	<u>\$8,000.00</u>	<u>\$6,000.00</u>
43	TRANSPORT TO AND ERECT ON THE JOB SITE A WELL RIG WITH ALL NECESSARY EQUIPMENT, TOOLS, CONTAINMENT PITS, AND MATERIALS FOR CLEANING AND SAND REMOVAL PURPOSES. INCLUDING SITE RESTORATION AND SODDING OF ALL DISTURBED AREAS.	LS	1	\$ _____	\$ _____
44	AIR LIFT OR BAIL ACCUMULATED SAND FROM THE BOTTOM OF WELL	CY	10	\$ _____	\$ _____
45	WIRE BRUSH INTERIOR SURFACE OF WELL CASING	LS	1	\$ _____	\$ _____
46	TELEVISION INSPECTION OF WELL	LS	2	\$ _____	\$ _____
TOTAL PART 2 - WELL PUMP NO. 2 REPAIRS					\$ _____
PART 3 - WELL PUMP FACILITY NO. 3 REPAIRS:					
47	REMOVE AND REINSTALL LINE SHAFT TURBINE PUMP AND MOTOR. VIBRATION TEST (PRE AND POST)	LS	1	\$ _____	\$ _____

No.	Item	Units	Qty	Unit Price	Total Price
48	FURNISH AND INSTALL NEW DISCHARGE HEAD BEARING	LS	1	\$ _____	\$ _____
49	FURNISH STAINLESS STEEL PUMP HEAD SHAFT	LS	1	\$ _____	\$ _____
50	10" X 10', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	22	\$ _____	\$ _____
51	10" X 5', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	1	\$ _____	\$ _____
52	10" X 10', SCH. 40, SUCTION PIPE	EA	1	\$ _____	\$ _____
53	1-11/16" X 10', STAINLESS STEEL LINE SHAFT	EA	22	\$ _____	\$ _____
54	1-11/16" X 5', STAINLESS STEEL LINE SHAFT	EA	1	\$ _____	\$ _____
55	1-11/16", STAINLESS STEEL, LINE SHAFT COUPLING	EA	1	\$ _____	\$ _____
56	BEARING RETAINER W/RUBBER BEARING	EA	1	\$ _____	\$ _____
57	REMOVE EXISTING BEARING AND INSTALL NEW RUBBER BEARING	EA	22	\$ _____	\$ _____
58	FURNISH STAINLESS STEEL BOWL SHAFT	LS	1	\$ _____	\$ _____
59	FURNISH AND INSTALL COMPLETE SET OF BOWL BEARINGS	LS	1	\$ _____	\$ _____
60	MACHINE BOWL AND IMPELLER AND INSTALL BRONZE WEAR RING PER STAGE	EA	5	\$ _____	\$ _____
61	REASSEMBLE BOWL ASSEMBLY	LS	1	\$ _____	\$ _____
62	PAINT DISCHARGE HEAD, MOTOR, BOWL, AND SUCTION PIPE. EPOXY COAT 12" OF EACH END OF COLUMN PIPES.	LS	1	\$ _____	\$ _____
63	REMOVE EXISTING WATER LEVEL TUBING. INSTALL NEW WATER LEVEL MONITOR TUBING	LF	220	\$ _____	\$ _____
64	SHOP TIME FOR WELL PUMP REPAIRS	HR	25	\$ _____	\$ _____
65	CONTINGENCY ALLOWANCE FOR MOTOR AND MISCELLANEOUS REPAIRS	LS	1	<u>\$8,000.00</u>	<u>\$6,000.00</u>
66	TRANSPORT TO AND ERECT ON THE JOB SITE A WELL RIG WITH ALL NECESSARY EQUIPMENT, TOOLS, CONTAINMENT PITS, AND MATERIALS FOR CLEANING AND SAND REMOVAL PURPOSES. INCLUDING SITE RESTORATION AND SODDING OF ALL DISTURBED AREAS.	LS	1	\$ _____	\$ _____
67	AIR LIFT OR BAIL ACCUMULATED SAND FROM THE BOTTOM OF WELL	CY	10	\$ _____	\$ _____
68	WIRE BRUSH INTERIOR SURFACE OF WELL CASING	LS	1	\$ _____	\$ _____
69	TELEVISION INSPECTION OF WELL	LS	2	\$ _____	\$ _____
TOTAL PART 3 - WELL PUMP NO. 3 REPAIRS					\$ _____

No.	Item	Units	Qty	Unit Price	Total Price
PART 4 - WELL PUMP FACILITY NO. 4 REPAIRS:					
70	REMOVE AND REINSTALL LINE SHAFT TURBINE PUMP AND MOTOR. VIBRATION TEST (PRE AND POST)	LS	1	\$ _____	\$ _____
71	FURNISH AND INSTALL NEW DISCHARGE HEAD BEARING	LS	1	\$ _____	\$ _____
72	FURNISH STAINLESS STEEL PUMP HEAD SHAFT	LS	1	\$ _____	\$ _____
73	10" X 10', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	22	\$ _____	\$ _____
74	10" X 5', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	1	\$ _____	\$ _____
75	10" X 10', SCH. 40, SUCTION PIPE	EA	1	\$ _____	\$ _____
76	1-11/16" X 10', STAINLESS STEEL LINE SHAFT	EA	22	\$ _____	\$ _____
77	1-11/16" X 5', STAINLESS STEEL LINE SHAFT	EA	1	\$ _____	\$ _____
78	1-11/16", STAINLESS STEEL, LINE SHAFT COUPLING	EA	1	\$ _____	\$ _____
79	BEARING RETAINER W/RUBBER BEARING	EA	1	\$ _____	\$ _____
80	REMOVE EXISTING BEARING AND INSTALL NEW RUBBER BEARING	EA	22	\$ _____	\$ _____
81	FURNISH STAINLESS STEEL BOWL SHAFT	LS	1	\$ _____	\$ _____
82	FURNISH AND INSTALL COMPLETE SET OF BOWL BEARINGS	LS	1	\$ _____	\$ _____
83	MACHINE BOWL AND IMPELLER AND INSTALL BRONZE WEAR RING PER STAGE	EA	6	\$ _____	\$ _____
84	REASSEMBLE BOWL ASSEMBLY	LS	1	\$ _____	\$ _____
85	PAINT DISCHARGE HEAD, MOTOR, BOWL, AND SUCTION PIPE. EPOXY COAT 12" OF EACH END OF COLUMN PIPES.	LS	1	\$ _____	\$ _____
86	REMOVE EXISTING WATER LEVEL TUBING. INSTALL NEW WATER LEVEL MONITOR TUBING	LF	220	\$ _____	\$ _____
87	SHOP TIME FOR WELL PUMP REPAIRS	HR	25	\$ _____	\$ _____
88	CONTINGENCY ALLOWANCE FOR MOTOR AND MISCELLANEOUS REPAIRS	LS	1	<u>\$8,000.00</u>	<u>\$6,000.00</u>
89	TRANSPORT TO AND ERECT ON THE JOB SITE A WELL RIG WITH ALL NECESSARY EQUIPMENT, TOOLS, CONTAINMENT PITS, AND MATERIALS FOR CLEANING AND SAND REMOVAL PURPOSES. INCLUDING SITE RESTORATION AND SODDING OF ALL DISTURBED AREAS.	LS	1	\$ _____	\$ _____
90	AIR LIFT OR BAIL ACCUMULATED SAND FROM THE BOTTOM OF WELL	CY	10	\$ _____	\$ _____
91	WIRE BRUSH INTERIOR SURFACE OF WELL CASING	LS	1	\$ _____	\$ _____

No.	Item	Units	Qty	Unit Price	Total Price
92	TELEVISION INSPECTION OF WELL	LS	2	\$ _____	\$ _____
TOTAL PART 4 - WELL PUMP NO. 4 REPAIRS					\$ _____
PART 5 - WELL PUMP FACILITY NO. 5 REPAIRS:					
93	REMOVE AND REINSTALL LINE SHAFT TURBINE PUMP AND MOTOR. VIBRATION TEST (PRE AND POST)	LS	1	\$ _____	\$ _____
94	FURNISH AND INSTALL NEW DISCHARGE HEAD BEARING	LS	1	\$ _____	\$ _____
95	FURNISH STAINLESS STEEL PUMP HEAD SHAFT	LS	1	\$ _____	\$ _____
96	10" X 10', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	23	\$ _____	\$ _____
97	10" X 5', SCH 40, LINE SHAFT COLUMN PIPE WITH COUPLING	EA	1	\$ _____	\$ _____
98	10" X 10', SCH. 40, SUCTION PIPE	EA	1	\$ _____	\$ _____
99	1-11/16" X 10', STAINLESS STEEL LINE SHAFT	EA	23	\$ _____	\$ _____
100	1-11/16" X 5', STAINLESS STEEL LINE SHAFT	EA	1	\$ _____	\$ _____
101	1-11/16", STAINLESS STEEL, LINE SHAFT COUPLING	EA	1	\$ _____	\$ _____
102	BEARING RETAINER W/RUBBER BEARING	EA	1	\$ _____	\$ _____
103	REMOVE EXISTING BEARING AND INSTALL NEW RUBBER BEARING	EA	23	\$ _____	\$ _____
104	FURNISH STAINLESS STEEL BOWL SHAFT	LS	1	\$ _____	\$ _____
105	FURNISH AND INSTALL COMPLETE SET OF BOWL BEARINGS	LS	1	\$ _____	\$ _____
106	MACHINE BOWL AND IMPELLER AND INSTALL BRONZE WEAR RING PER STAGE	EA	5	\$ _____	\$ _____
107	REASSEMBLE BOWL ASSEMBLY	LS	1	\$ _____	\$ _____
108	PAINT DISCHARGE HEAD, MOTOR, BOWL, AND SUCTION PIPE. EPOXY COAT 12" OF EACH END OF COLUMN PIPES.	LS	1	\$ _____	\$ _____
109	REMOVE EXISTING WATER LEVEL TUBING. INSTALL NEW WATER LEVEL MONITOR TUBING	LF	230	\$ _____	\$ _____
110	SHOP TIME FOR WELL PUMP REPAIRS	HR	25	\$ _____	\$ _____
111	CONTINGENCY ALLOWANCE FOR MOTOR AND MISCELLANEOUS REPAIRS	LS	1	<u>\$8,000.00</u>	<u>\$6,000.00</u>
112	TRANSPORT TO AND ERECT ON THE JOB SITE A WELL RIG WITH ALL NECESSARY EQUIPMENT, TOOLS, CONTAINMENT PITS, AND MATERIALS FOR CLEANING AND SAND REMOVAL PURPOSES. INCLUDING SITE RESTORATION AND SODDING OF ALL DISTURBED AREAS.	LS	1	\$ _____	\$ _____

No.	Item	Units	Qty	Unit Price	Total Price
113	AIR LIFT OR BAIL ACCUMULATED SAND FROM THE BOTTOM OF WELL	CY	10	\$ _____	\$ _____
114	WIRE BRUSH INTERIOR SURFACE OF WELL CASING	LS	1	\$ _____	\$ _____
115	TELEVISION INSPECTION OF WELL	LS	2	\$ _____	\$ _____
TOTAL PART 5 - WELL PUMP NO. 5 REPAIRS					\$ _____
TOTAL BASE BID - WELL PUMP NO. 1, 2, 3, 4, AND 5 REPAIRS					\$ _____

ADDITIONAL UNIT PRICES WELL NO. 1:

116	FURNISH A COMPLETE NEW PUMP BOWL AT SPECIFIED CONDITIONS FOR WELL NO. 1	LS	1	\$ _____	\$ _____
117	FURNISH AND INSTALL A NEW 150 HP MOTOR WELL NO. 1.	LS	1	\$ _____	\$ _____

WELL NO. 1: NEW PUMP BOWL MANUFACTURED BY _____

WELL NO. 1: PUMP EFFICIENCY IS: _____

NEW 150 HP MOTOR MANUFACTURED BY: _____

MOTOR EFFICIENCY AT FULL LOAD IS: _____

ADDITIONAL UNIT PRICES WELL NO. 2:

118	FURNISH A COMPLETE NEW PUMP BOWL AT SPECIFIED CONDITIONS FOR WELL NO. 2	LS	1	\$ _____	\$ _____
119	FURNISH AND INSTALL A NEW 125 HP MOTOR WELL NO. 2.	LS	1	\$ _____	\$ _____

WELL NO. 2: NEW PUMP BOWL MANUFACTURED BY _____

WELL NO. 2: PUMP EFFICIENCY IS: _____

NEW 125 HP MOTOR MANUFACTURED BY: _____

MOTOR EFFICIENCY AT FULL LOAD IS: _____

ADDITIONAL UNIT PRICES WELL NO. 3:

120	FURNISH A COMPLETE NEW PUMP BOWL AT SPECIFIED CONDITIONS FOR WELL NO. 3	LS	1	\$ _____	\$ _____
121	FURNISH AND INSTALL A NEW 150 HP MOTOR WELL NO. 3.	LS	1	\$ _____	\$ _____

No.	Item	Units	Qty	Unit Price	Total Price
-----	------	-------	-----	------------	-------------

WELL NO. 3: NEW PUMP BOWL MANUFACTURED BY

WELL NO. 3: PUMP EFFICIENCY IS:

NEW 150 HP MOTOR MANUFACTURED BY:

MOTOR EFFICIENCY AT FULL LOAD IS:

ADDITIONAL UNIT PRICES WELL NO. 4:

122 FURNISH A COMPLETE NEW PUMP BOWL AT SPECIFIED
CONDITIONS FOR WELL NO. 4

LS 1 \$ _____ \$ _____

123 FURNISH AND INSTALL A NEW 150 HP MOTOR WELL NO. 4.

LS 1 \$ _____ \$ _____

WELL NO. 4: NEW PUMP BOWL MANUFACTURED BY

WELL NO. 4: PUMP EFFICIENCY IS:

NEW 150 HP MOTOR MANUFACTURED BY:

MOTOR EFFICIENCY AT FULL LOAD IS:

ADDITIONAL UNIT PRICES WELL NO. 5:

124 FURNISH A COMPLETE NEW PUMP BOWL AT SPECIFIED
CONDITIONS FOR WELL NO. 5

LS 1 \$ _____ \$ _____

125 FURNISH AND INSTALL A NEW 200 HP MOTOR WELL NO. 5.

LS 1 \$ _____ \$ _____

WELL NO. 5: NEW PUMP BOWL MANUFACTURED BY

WELL NO. 5: PUMP EFFICIENCY IS:

NEW 200 HP MOTOR MANUFACTURED BY:

MOTOR EFFICIENCY AT FULL LOAD IS:

TOTAL ADDITIONAL UNITS - WELL PUMP NO. 1, 2, 3, 4, AND 5

\$ _____

6.01 Bidder agrees that the Work will be Substantially Completed and completed and ready for Final Payment in accordance with Paragraph 14.07.B of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid Security in the form of 5 percent.
- B. Bid Form Attachment A - Responsible Contractor Verification and Certification of Compliance.

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on _____, 2023.

If Bidder Is:

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:
(Signature)

Name (typed or printed): _____

Title: _____

Attest _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business Street Address (No P.O. Box #'s):

Phone No.: _____ Fax No.: _____

Email.: _____

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business Street Address (No P.O. Box #'s):

Phone No.: _____ Fax No.: _____

Email.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner)

Name (typed or printed): _____

2023 Well Maintenance Project:

Phone No.: _____ Fax No.: _____

Email.: _____

END OF DOCUMENT

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SECTION 00 41 13

BID FORM ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: 2023 WELL MAINTENANCE PROJECT

<p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p>	
<p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p>	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	<p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,**
- 2) I have included Attachment A-1 with my company's solicitation response, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

Sworn to and subscribed before me this
_____ day of _____, 20__.

Notary Public

My Commission Expires: _____

PLACE NOTARY SEAL HERE

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR RESPONSE

PROJECT TITLE: 2023 WELL MAINTENANCE PROJECT

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Submit this form with the Bid Form.

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT TITLE: 2023 WELL MAINTENANCE PROJECT

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. ... If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. Submit this form to the Project Manager.

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
<p>By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

Sworn to and subscribed before me this
 _____ day of _____, 20____.

 Notary Public

My Commission Expires: _____

PLACE NOTARY SEAL HERE

END OF SECTION

SECTION 00 52 10

AGREEMENT FORM

THIS AGREEMENT is by and between the City of Waseca, Minnesota (hereinafter called Owner) and _____ (hereinafter called Contractor). Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

PART 1 WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2023 Well Maintenance Project Work, including removal, repair and reinstallation of Well Pump Nos. 1, 2, 3, 4 and 5.

PART 2 THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: 2023 Well Maintenance Project for the City of Waseca, Minnesota.

PART 3 ENGINEER

- 3.01 The Project has been designed by Stantec, Inc., 733 Marquette Avenue, Suite 1000, Minneapolis, MN 55402 (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and will have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

PART 4 CONTRACT TIMES

4.01 TIME OF THE ESSENCE

- A. All time limits for Milestones, if any, Substantial Completion and completion and readiness for Final Payment as stated in the Contract Documents are of the essence of the Contract.

4.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT

- A. See Section 01 10 00.

4.03 LIQUIDATED DAMAGES

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extension thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as Liquidated Damages for delay (but not as a penalty), Contractor shall pay Owner \$500 for each day that expires after the time specified in Paragraph 4.02 for Milestones and Substantial Completion until the Work is Substantially Complete.

PART 5 CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

- A. For all Work at the prices stated in Contractor's Bid, attached hereto as an exhibit. The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.
- B. Original Contract Amount is based on _____ (to be filled in after award).

PART 6 PAYMENT PROCEDURES

6.01 SUBMITTAL AND PROCESSING OF PAYMENTS

- A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 PROGRESS PAYMENTS; RETAINAGE

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment, monthly during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the Schedule of Values established in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed), or in the event there is no Schedule of Values, as provided in the General Requirements:
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:
 - a. 95 percent of Work completed (with the balance being retainage).
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 FINAL PAYMENT

- A. Upon Final Completion and acceptance of the Work, in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

PART 7 INTEREST

- 7.01 All moneys not paid when due, as provided in Article 14 of the General Conditions, shall bear interest at the rate the maximum rate allowed by law at the place of the project.

PART 8 CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.
 - E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by Contractor and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

PART 9 CONTRACT DOCUMENTS

9.01 CONTENTS

- A. The Contract Documents consist of the following:
 - 1. This Agreement.
 - 2. Performance Bond, Payment Bond, and other Bonds.
 - 3. Project Specific Manual.
 - 4. Drawings bearing the following general title: 2023 Well Maintenance Project.
 - 5. Addenda No. (___ to ___, inclusive).
 - 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid Form.
 - b. Documentation submitted by Contractor prior to Notice of Award.
 - 7. The following which may be delivered or issued on or after the Effective Date of the Agreement, and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

PART 10 MISCELLANEOUS

10.01 TERMS

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 ASSIGNMENT OF CONTRACT

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 SUCCESSORS AND ASSIGNS

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 SEVERABILITY

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 CONTRACTOR'S CERTIFICATIONS

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____, 2023 (which is the Effective Date of the Agreement).

Owner:

City of Waseca, Minnesota

By:

Attest:

Address for giving notices:

Designated Representative:

Name:

Title:

Address:

Phone:

Facsimile:

Contractor:

By:

Attest:

Address for giving notices:

License No.:

(Where Applicable)

Designated Representative:

Name:

Title:

Address:

Phone:

Facsimile:

END OF SECTION

PERFORMANCE BOND

Contractor <i>(Full formal name of Contractor)</i> Name: _____ Address <i>(principal place of business)</i> : _____ 	Surety <i>(Full formal name of Surety)</i> Name: _____ Address <i>(principal place of business)</i> : _____
Owner <i>(Full formal name of Owner)</i> Name: _____ Mailing address <i>(principal place of business)</i> : _____ 	Contract <i>(Owner's project name and location)</i> Description: _____ Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: “None”.

PAYMENT BOND

Contractor <i>(Full formal name of Contractor)</i> Name: _____ Address <i>(principal place of business)</i> : _____ 	Surety <i>(Full formal name of Surety)</i> Name: _____ Address <i>(principal place of business)</i> : _____
Owner <i>(Full formal name of Owner)</i> Name: _____ Mailing address <i>(principal place of business)</i> : _____ 	Contract <i>(Owner's project name, and location of the project)</i> Description: _____ Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <div style="text-align: center;"><i>(Signature)</i></div>	By: _____ <div style="text-align: center;"><i>(Signature)(Attach Power of Attorney)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>	Attest: _____ <div style="text-align: center;"><i>(Signature)</i></div>
Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>	Name: _____ <div style="text-align: center;"><i>(Printed or typed)</i></div>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: "None".

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract

Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.

32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in

resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption,

and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 - 1. The circumstances that form the basis for the requested adjustment;
 - 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 - 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 - 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 - 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

- 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
- 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b)

promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 - 3. Technical Data contained in such reports and drawings.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

- F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review*: Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
 2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely

obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone

for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to

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Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *“Or Equals”*

- A. *Contractor’s Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-

equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor's Request; Governing Criteria:* Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

- 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
- 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Contractor shall submit the number of copies required in the Specifications.

- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. *Samples*

- a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

- 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
- 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
- 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
- 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
- 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- 7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or
 - 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work.

Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

- 5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 - 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the

exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. Purposes for Determination of Cost of the Work:** The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those

additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
- c. *Construction Equipment Rental*
- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price (“changed Work”), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder’s risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor’s fee.
- g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
- 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual

conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final

payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work

completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress,

or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

- 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by

Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under

Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take

possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SECTION 00 73 05
SUPPLEMENTARY CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

SC-1.01.A10 Delete the phrase "Owner or" from the first sentence.

SC-1.02 Add the following new paragraph immediately after Paragraph 1.02.F:

- G. The Specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

ARTICLE 2 - PRELIMINARY MATTERS

SC-2.02 Owner shall furnish to Contractor 1 printed copy of the Contract Documents. Limitations of use of electronic and printed documents are described in the Instructions to Bidders and General Conditions.

ARTICLE 4 – AVAILABILITY OF LANDS: SUBSURFACE AND PHYSICAL CONDITIONS, REFERENCE POINTS

SC-4.02 Delete Paragraphs 4.02.A and 4.02.B in their entirety and insert the following:

- A. No reports of explorations or tests of subsurface conditions at or contiguous to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner or Engineer.

SC-4.04.B2 Delete the phrase "Owner or" from the last sentence.

ARTICLE 5 - BONDS AND INSURANCE

SC-5.01 Add the following new paragraph immediately after Paragraph 5.01.C:

- D. Separate Performance and Payment Bonds should be submitted utilizing EJCDC Forms C-610 and C-615 (2007 Edition) or a similar bond form if approved by Owner.

SC-5.03.B Delete Paragraph 5.03.B in its entirety and insert the following:

- B. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- C. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

SC-5.04

Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
1. Worker's Compensation and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
 - a. State Statutory
 - b. Applicable Federal (e.g., Longshoreman's) Statutory
 - c. Employer's Liability \$1,000,000
 2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions, which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
 - a. General Aggregate \$2,000,000
 - b. Products - Completed Operations Aggregate \$1,000,000
 - c. Personal and Advertising Injury \$1,000,000
 - d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.
 - f. Excess or Umbrella Liability:
 - 1) General Aggregate \$1,000,000
 - 2) Each Occurrence \$1,000,000Umbrella excess liability shall be a combined single limit which shall provide excess liability insurance over Commercial General Liability, Comprehensive Automobile Liability, and Employers Liability.
 3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 - a. Combined Single Limit - Bodily injury and property damage. All owned, non-owned, and hired vehicles. \$1,000,000
 4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
 - a. Bodily Injury:
 - Each Person \$1,000,000
 - Each Accident \$1,000,000
 - b. Property Damage:
 - Each Accident \$1,000,000
 - Annual Aggregate \$1,000,000
 5. The following persons or entities shall be included as additional insured on the Commercial Liability, Comprehensive Automobile Liability, and Umbrella Excess Liability. This coverage shall be primary and noncontributory:
 - a. Owner
 - b. Engineer

SC-5.06.A

Amend the first sentence of Paragraph 5.06.A to read:

- A. For projects involving construction of buildings, Contractor shall purchase and maintain during the entire construction period a Builders Risk Property Insurance Policy in the amount of the full replacement cost of the entire Work at the Site. The insurance policy shall comply with the provisions of Paragraph 5.06.A.1 through 5.06.A.7. A minimum deductible of \$1,000 each claim shall apply to this insurance and the risk of loss of the applicable deductible shall be born by Contractor, subcontractor, or others suffering such loss. In addition, the provisions

of Paragraphs 5.07, 5.09, and 5.10 shall apply with the exception that Contractor shall act as fiduciary for the insured's as their interest may appear and adjust the loss with the insurance company.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

SC-6.06 Add the following new paragraph immediately after Paragraph 6.06.G:

H. Pursuant to Minnesota Statute, Contractor shall be fully responsible to pay subcontractors, suppliers, and other entities within 10 days of the Contractor's receipt of payment for undisputed services provided by the subcontractor, supplier, or other entity. Contractor shall pay interest of 1-1/2 percent per month or any part of a month to the subcontractor, supplier, or other entity on any amount not paid on time to the subcontractor, supplier, or other entity. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor, supplier, or other entity. A subcontractor, supplier, or other entity who prevails in a civil action to collect interest penalties from a Contractor must be awarded its costs and disbursements, including attorney's fees included in bringing the action.

SC-6.08.A Amend the first sentence of Paragraph 6.08.A by replacing the words "the Supplementary Conditions" with the words "Division 01."

SC-6.19.A Delete the words "representation of" in the second sentence.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.08C Delete the phrase "Owner and".

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

SC-10.05.A Delete the phrase "Owner or" from the second sentence.

Add the following sentence: "Nothing in this Section 10.05 is intended to apply or in any way limit the Owner's right to make claims, if any, relating to or arising out of the Contract."

C-10.05.B Amend the first sentence of Paragraph 10.05.B by replacing the words "30 days" with the words "10 days." Amend the third sentence of Paragraph 10.05.B by replacing the words "60 days" with the words "30 days."

Replace the phrase "other party to the Contract" with "Owner".

Add the following sentence: "Contractor certifies that this Claim is made in good faith, that the supporting data are accurate and complete, and that the amount or time requested accurately reflects the Contract adjustment for which the Contractor believes the Owner is liable."

SC-10.05.C Replace the phrase "opposing party" with "Owner".

SC-10.05.E Delete the phrases "Owner and" and "Owner or" and replace the word "invoke" with the word "invokes".

ARTICLE 11 - COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

SC-11.03 Delete paragraph 11.03.D in its entirety and insert the following in its place:

- D. Payment for the Bid Items on a Unit Price basis under this Contract shall be on the basis of quantities actually used in the construction, regardless of the estimated quantities shown in the Bid Form. No revision to the Contract Unit Prices for the Bid Items shall be considered or allowed due to variations of the actual quantities from the estimated amounts.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

SC-13.07.A Amend the first sentence of Paragraph 13.07.A by striking out the words "one year" and inserting the words "two years."

SC-13.08.A Delete the second to last sentence.

SC-13.09.C Delete the second to last sentence of the paragraph.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02.B5 Add the following new item immediately after Item 14.02.B5d:

- e. Contractor's failure to make acceptable submittals in accordance with the accepted schedules.

ARTICLE 16 - DISPUTE RESOLUTION

SC-16.01 Delete Paragraph 16.01.C in its entirety and insert the following in its place:

- C. If the claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C3 or 10.05.D shall become final and binding 30 days after termination of the mediation, unless within that time period Owner or Contractor:
 - 1. elects in writing to demand arbitration of the claim, pursuant to Paragraph SC-16.02, or
 - 2. agrees with the other party to submit the claim to another dispute resolution process.

SC-16.02 Add the following new paragraph immediately after Paragraph 16.01:

16.02 Arbitration

- A. All claims or counterclaims, disputes, or other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of Final Payment as provided by Paragraph 14.09), including but not limited to those not resolved under the provisions of Paragraphs SC-16.01.A and 16.01.B, but not including any claim in excess of \$100,000, will be decided by arbitration in accordance with the Construction Industry Dispute Resolutions Procedures of the American Arbitration Association then in effect, subject to the conditions and limitations of this Paragraph SC-16.02. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of any court having jurisdiction.

- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider and a copy will be sent to Engineer for information. The demand for arbitration will be made within the 30-day period specified in Paragraph SC-16.01.C, and in all other cases within a reasonable time after the claim or counterclaim, dispute, or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim or other dispute or matter in question would be barred by the applicable statute of limitations.
- C. No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer and Engineer's consultants and the officers, directors, partners, agents, employees, or consultants of any of them) who is not a party to this Contract, unless:
 - 1. inclusions of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.
- D. The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties in writing and include: (i) a concise breakdown of the award; (ii) a written explanation of the award specifically citing the Contract Documents provisions deemed applicable and relied on in making the award.
- E. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof and it will not be subject to modification or appeal, subject to provisions of the Controlling Law relating to vacating or modifying an arbitral award.
- F. The fees and expenses of the arbitrators and any arbitration service shall be shared equally by Owner and Contractor.

END OF SECTION

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SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Basic description of the Project and Work restrictions.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUMMARY OF WORK

- A. Project Name: 2023 Well Maintenance Project for the City of Waseca, Minnesota.
- B. Description of Work: The Well Pump Nos. 1, 2, 3, 4 and 5 are being pulled for preventative maintenance and repairs. Additions, removals, repair, and modifications to the existing facility shall be as specified and as shown on the Drawings. The Project generally includes:
 - 1. Remove, inspect, repair, and reinstall the well pump and motor. Obtain pre-pull vibration report as specified, and complete balancing with certified vibration analyst as specified.
 - 2. Remove existing water level monitor and reinstall when well pump is re-installed.
 - 3. Complete Well Pump Testing Reports located at back of Section 33 21 10.
 - 4. Miscellaneous replacement of equipment as specified or shown on the Drawings.
 - 5. Air lift material from well if authorized by Owner. Remove material from site and restore all disturbed areas with Sod.
 - 6. Well Nos. 1 and 4 are to be rehabilitated first, starting after the project is awarded in autumn 2023. These two wells may be pulled at the same time.
 - 7. Well No. 5 may be pulled once work on Well Nos. 1 and 4 is complete and those wells are operational.
 - 8. Well Nos. 1, 4, and 5 shall all be operational by June 15, 2024.
 - 9. Well Nos. 2 and 3 may be pulled at the same time, starting approximately October 15, 2024. These wells shall be operational by January 31, 2025.
 - 10. Completion dates, milestones, and liquidated damages are specified in Paragraph 1.08 of this Section.

1.04 OWNER

- A. The City of Waseca, Minnesota, is designated as the Owner.

1.05 WELL AND EQUIPMENT

- A. The well and pumping equipment information shown on the attached Record Plans is for general information only.

1.06 DESIGN CONDITIONS

- A. Where new pump bowls are furnished, the performance conditions shall be selected by the Engineer. For Bidding purposes, use the performance conditions listed on the Well Pump Record Plan. Materials shall match those listed in Section 33 21 10.

1.07 PROJECT SCHEDULE

- A. Contracts are expected to be issued immediately after the Bids are accepted by the City Council. Equipment and materials shall be ordered after completion of contracts.
- B. Actual work at the site is dependent on Weather Conditions. Actual work at the site shall not be started until permission is granted by the Owner and is expected to be in November 2023.
- C. Well Nos. 1 and 4 are to be rehabilitated first. Once these wells are operational, work on Well No. 5 may proceed. Wells 1, 2, and 4 should all be operational by June 15, 2024. All five wells shall be online from June 15 to October 15 to meet summer demands. Work on Well Nos. 2 and 3 may not start until approximately October 15, 2024, depending on water demands. Well Nos. 2 and 3 should be operational by January 31, 2025.

1.08 COMPLETION

- A. All Work shall be complete and the pumps back in operation in Well Nos. 1, 4, and 5 by June 15, 2024. All Work shall be complete and the pumps back in operation in Well Nos. 2 and 3 by January 31, 2025. All paperwork shall be completed and the Project ready for Final Payment by February 28, 2025. This schedule includes any bailing work which will be required.
- B. Site restoration for Wells 1, 4, and 5 shall be completed no later than June 30, 2024. Site restoration for Wells 2 and 3 shall be completed no later than May 15, 2025.

1.09 WORK RESTRICTIONS

- A. Use of Site
 - 1. If Contractor wishes to use additional areas outside the Owner's Site for construction purposes, they shall be solely responsible for all expenses associated with such use.
 - 2. Contractor shall provide written proof of permission to utilize lands outside the Owner's Site to both Owner and Engineer prior to using such lands.

1.10 WORKING HOURS

- A. Working hours shall comply with local ordinance of 7 A.M. to 7 P.M., unless written authorization granted by Owner.
 - 1. Includes starting of machinery in morning for warm-up period.
 - 2. No Work is allowed on Sundays.

1.11 PRE-CONSTRUCTION CONFERENCE

- A. Prior to start of construction, the Contractor shall meet with the Engineer and the Owner to review the Drawings and Specifications and the proposed schedule for completion of the Project if so requested by the Engineer or Owner.

1.12 EXPLANATION OF BASE BID

- A. The Bid provides Lump Sum amounts for known work and a Unit Price amount for replacement and/or repair of the pump and well work. All amounts to include taxes. Where furnish and install is stated for pump repairs, include labor in the Unit Price. The quantities of replacement parts have been estimated and are used for purposes of evaluating Bids. The Final Payment amount will be based on the actual quantities of the various items installed and actual Work performed.
- B. The well work, including cleaning and removal of sand from the well, may be added in part or entirely to the Project at the Owner's option. The use of these items will be decided after the pump is removed and the bottom of the well is known. Sand removal if authorized will be paid at the Bid Unit Prices.
- C. All Work specified herein or shown on the Drawings shall be included in Unit Price line items or the Facility Improvements Lump Sum Bid. No additional costs will be allowed because the Contractor did not include required work in the Project Total Base Bid.
- D. Bidders shall be aware the Final Payment could be substantially different than the Bid amount because payment will only be made for the actual amount of Work completed. The Owner may elect to include bailing of the well. Also, repair parts for pump bowls will not be used if the Owner elects to install new pump bowls. It is therefore in the best interest of each Bidder to accurately Bid each Item.
- E. Additional unit prices are included on the Bid Form allowing replacement of the bowl assembly and motor should repair or modification costs exceed the cost of a new unit. These Alternates, if needed, will be added to the Project by Change Order at the Bid Unit Prices. The adjustments to the Total Base Bid are explained above.

1.13 AWARD OF PROJECT

- A. The award of the Project may be made to the lowest responsible Bidder based on the lowest Total Base Bid amount or a combination of the Total Base Bid and Alternate Bid Items, whatever is in the best interest of the Owner.
- B. Where the Project is awarded on the Total Base Bid and it is later determined by the Owner to be cost effective to use any of the Alternates or Additional Unit Prices, it is hereby agreed that this shall be added to this Agreement at the Bidder's Bid amount for that Work.

1.14 BID ITEMS

- A. Bid Items apply to Pump Facility Nos. 1, 2, 3, 4, and 5. The work and materials for the Bid Items listed on the Bid Form are as follows:
 - 1. Item Nos. 1, 24, 47, 70, and 93 - Includes mobilization, transporting all necessary tools, materials, and equipment to the Site, and setting up same for both removal and reinstalling the pump and motor. Transporting the pump and motor to and from the Contractor's shop. Transporting the motor to and from the motor repair shop. The cost of unloading and loading of the pump and motor at the Contractor's shop, as well as disassembly of all pump components, including bowl for inspection, is included.
 - a. Miscellaneous Project costs, such as insurance, overhead, etc., are included in this Item.

- b. Perform performance test on pump **PRIOR** to removal at 1 pumping points selected by the Engineer, including vibration testing completed by a certified vibration analyst as specified. Megger test the motor.
 - c. Perform performance test on pump **AFTER** installation at 1 pumping point selected by the Engineer, including vibration testing and balancing by a certified vibration analyst. Megger test the motor. Vibration testing is not included in the motor repair allowance.
 - d. Also included in this Item is measurement to the bottom of the well to determine existing well depth.
 - e. Cover adjacent equipment with plastic to protect from damage and foreign material.
 - f. Included is the complete disinfection of the well when the pump is reinstalled. The well shall be disinfected with a chlorine solution in accordance with the recommendations of the Minnesota Department of Health. The solution shall be of such volume and strength to insure a concentration of at least 50 ppm of chlorine shall be obtained on all parts of the well and pump and shall remain in the well for a period of not less than 12 hours.
 - g. Touch up all painted surfaces damaged during the Project.
 - h. The Contractor shall cleanup the Site, remove all construction debris, and remove all tools and equipment after Work is complete.
 - i. The Contractor shall restore or replace any item or surface damaged during construction activities. This shall include exterior features, such as sod, bituminous surfacing, sidewalks, etc. Damaged items or surfaces shall be restored to their original condition at no cost to the Owner.
2. Item Nos. 2 through 17, Item Nos. 25 through 40, Item Nos. 48 through 63, Item Nos. 71 through 86, and Item Nos. 94 through 109 - Provides for replacement, modification, and/or repair of pump components listed on a Unit Price basis. The Final Payment amount will be determined by the actual quantities times the stated Unit Price. Include labor in Unit Prices where furnish and install is noted.
 3. Item Nos. 18, 41, 64, 87, and 110 – Provide a Unit Price for shop time on an hourly basis for material handling, except as included in Item No. 1, repairing, cleaning, and sandblasting at the Contractor's shop. The Contractor shall sandblast and clean pump components that are not obviously defective prior to inspection by Owner and Engineer. The exterior of column and couplings and bowls shall be epoxy coated on each end (12-inches on each end) in the shop after sandblasting under Item Nos. 16 and 39. The Contractor shall provide an itemized listing of each type of work performed and the associated hours along with employee's time sheets for payment of shop time.
 4. Item Nos. 19, 42, 65, 88 and 111 – Provides for a contingency allowance for motor and miscellaneous repairs. Payment for motor repair will be as stated in "Extra Work" with the allowance being adjusted higher or lower to reflect actual costs. Balancing of the motor by an independent vibration analyst is "Not" considered extra work. Balancing the motor shall be part of the motor installation Bid Item No. 1.
 5. Item Nos. 20, 43, 66, 89, and 112 - Is a Lump Sum Bid for transporting, erection, and removal of a well rig, of sufficient size, to clean casing and/or to drill and remove the accumulated sand from the bottom of the well, if so directed by the Engineer. A well rig is required to allow drilling of rock chunks during the removal process.
 6. Item Nos. 21, 44, 67, 90, and 113 - Provides for removing the accumulated sand from the bottom of the well with payment being made on the basis of volume of sand removed. The Unit Price per cubic yard of material removed shall be compensation in full for the well rig, tools, operator, helper, and dump truck required for bailing (or airlifting), drilling, and disposal of the removed material. All material shall be

discharged to an above grade containment area, or other suitable container for quantity measurement and then hauled from the Site for disposal. Fill removal by bailer or airlifting equipment is paid by the quantity of fill removed. The Site shall be cleaned up and restored to its original condition after completion of operations as incidental to this work. All area disturbed by construction activity shall be restored with Sod as incidental to this work.

- a. The Contractor shall provide settling basins and flocculent chemicals such that water discharged from the site is better quality than the receiving water as incidental to sand removal process.
- b. Discharge water to nearest catch basins, as directed by Owner or Engineer.
7. Item Nos. 22, 45, 68, 91, and 114 - Includes cleaning the interior of the well casing with a wire brush, working the brush up and down the entire length of casing to remove rust and scale. The amount of time required to clean the casing shall be at the discretion of the Contractor, but not less than 2 minutes per 1 foot of casing of actual cleaning above the water line, and 3 minutes per foot below the water line. Contractors shall assume two days for wire brushing casing.
8. Item Nos. 23, 46, 69, 92, and 115 - Includes television inspection of the well with a color camera with an articulating lens. Two video inspections are bid for each well, with one inspection occurring before cleaning the well casing and removing sediment from the well. The second video inspection will be made following well rehabilitation activities, immediately prior to re-installation of the pump. The Owner may remove the requirement for the pre-cleaning inspection if it is not deemed necessary. The camera shall continuously record depth and display on the monitor. Re-televising if the depth readings are not recorded on the screen. An independent subcontractor shall be used for televising. The televising subcontractor to be used shall be approved by the Owner. Furnish a typed log and 2 DVD's to the Owner.
 - a. The Contractor shall provide materials and labor to flush clean water from the City water system down the well to clear the water. Connect a minimum size 3/4-inch hose from the hose bib to the water level in the well. Secure existing and temporary piping and hose. Flushing of the well shall not be less than 48 hours. The Contractor shall televise the well in the presence of the Owner and Engineer.
 - b. Should televising show the casing not sufficiently clean or the water not sufficiently clear to allow clear observation of joints, defects, etc., the Contractor shall re-clean the casing and/or clear the water and re-televising at no additional charge.
9. Additional Unit Prices (Item Nos. 116 through 125) – Provides for replacement of each pump bowl assembly conforming to the specified performance conditions on the well record plans. Adapters necessary to connect to new bowl to column and discharge head shall be included. Bid Items also provides a cost for replacement of the electric motors. These items must first be approved in writing by the Engineer, after receiving repair estimates for pumps and motors.
10. Bid Form – For any items not used, the pay item will be zero. If quantities are adjusted, the pay item will be the unit prices times the quantity actually used.

1.15 EXTRA WORK

- A. Work and repairs not covered by Bid Items will be paid for as extra work on a time and materials basis. Materials and repairs not done directly by the Contractor shall be paid at the invoice amount plus 15 percent. Labor for extra work done by the Contractor will be paid as Shop Time. The cost or estimated cost of extra work shall be approved by the Engineer prior to proceeding with any extra work. The Contractor shall submit an itemized listing of all labor and material required for extra work to the Engineer for payment.

- B. The Owner shall have the option of obtaining another estimate on extra work and may have such work done by others without affecting this Agreement. The Owner shall pay the costs of extra work done by others, including costs of transporting material or components to and from the Contractor's shop.

1.16 RECORD PLANS

- A. The Contractor shall furnish the Engineer three copies of a Standard Pump Setting Plan and description of the repaired installation.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General procedures and requirements for submittals during the course of construction.

PART 2 EXECUTION

2.01 SHOP DRAWINGS AND MANUFACTURERS' INFORMATION

- A. Conform to the requirements of Paragraph 6.17 of the General Conditions, except as modified herein.
- B. The minimum sheet size shall be 8-1/2-inches by 11-inches. Non-legible copies will not be reviewed.
- C. Submit a minimum of 4 copies of shop drawings, plus the quantity of copies the Contractor wants returned. Each copy shall contain the following information:
 - 1. Date of submission and date of any previous submittals.
 - 2. Project Title.
 - 3. Names Of: Contractor, subcontractor, supplier, and manufacturer.
 - 4. Identification of product and Specification Section number.
 - 5. Identification of revisions from previous submittals
 - 6. A 4-inch by 4-inch blank space for Engineer's stamp.
- D. Engineer's review will be in conformance with the requirements of Paragraph 6.17 of the General Conditions, except as modified herein.
- E. Engineer will stamp shop drawings and indicate requirements for Contractor's review or resubmittal as follows:
 - 1. "Reviewed" – Appears that items covered by the submittal will after installation or incorporation into the Work conform to the information given in the Contract Documents and appears to be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - 2. "Reviewed as Noted" – Appears that items covered by the submittal will after installation or incorporation into the Work conform to the information given in the Contract Documents and appears to be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents, except as noted by Engineer.
 - 3. "Revise and Resubmit" – Appears that items covered by the submittal will not after installation or incorporation into the Work conform to the information given in the Contract Documents and will not be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Contractor shall revise submittal and conform to the resubmittal procedures described in Paragraph 6.17.E of the General Conditions.

- F. Engineer will return reviewed submittals to Contractor by U.S. Postal Service general delivery. If Contractor wants Engineer to expedite return delivery, Contractor shall notify Engineer in writing and reimburse Owner for delivery plus 15 percent mark-up.

2.02 OPERATION AND MAINTENANCE MANUALS

- A. Conform to the requirements of Section 01 78 23.

2.03 TEST REPORTS

- A. Submit 3-copies of all inspections, tests, and approvals required in the Specification.

2.04 WELDING CERTIFICATES

- A. Submit welding certificates for each person by name assigned to do field welding of materials installed under this Contract. Certificates shall indicate that each person has passed tests specified by AWS and shall be submitted prior to execution of any welding.

2.05 WARRANTIES

- A. Conform to the requirements of Section 01 78 36.

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE MANUALS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. General procedures and requirements for Operation and Maintenance Manuals.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SEQUENCING AND SCHEDULING

- A. Schedule submittals consistent with Contractor's schedule of submittals.
- B. Operation and Maintenance Manuals must be approved before placing equipment into operation.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 SUBMITTAL PROCEDURES

- A. Submit 1 preliminary set of Operation and Maintenance Manuals for review by the Engineer. Engineer will review and return to the Contractor this set marked "Reviewed," "Reviewed as Noted," or "Revise and Resubmit," consistent with Section 01 33 00. After the Operation and Maintenance Manuals have been corrected, submit final sets.
- B. Submit 2 Paper and 2 electronic CD approved and final sets of detailed equipment drawings and explicit instructions on the operation and maintenance in PDF Format of each piece of equipment furnished on the Project.

3.02 OPERATION AND MAINTENANCE MANUALS

- A. Manuals are required for all equipment, accessories, devices, etc. that require adjustment, maintenance, operation, or repairs by the Owner's personnel, including driver, motors, controls, etc. All information shall be supplied by the appropriate equipment manufacturers, neatly bound in rigid cover ring type binders by the Contractor, and properly indexed. Manuals shall include record shop drawings and copies of factory certified tests. Each manual shall contain the following information where applicable:
 - 1. Operation and Maintenance Manuals shall be clearly identified as operation and maintenance submittal.

2. All performance and design characteristics and unit identification, such as model and serial numbers.
 3. All accessories or options furnished with unit.
 4. Complete instruction on lubrication, testing, balancing, etc.
 5. List of recommended lubricants.
 6. Step-by-step instructions for repair or overhaul.
 7. Parts list and parts diagram.
 8. Wiring diagrams.
 9. Copy of approved/revised shop drawings.
 10. Listing of spare parts, the Owner should keep on hand as recommended by the manufacturer.
 11. Name and phone number of supplier where repair parts or additional information can be obtained.
- B. Each manual shall be specifically for the items actually installed. Where manuals show a number of models or options, the manual shall be clearly marked to indicate what was furnished and which instructions apply to the furnished unit.
- C. Superfluous information pertaining to other models, options, etc. not furnished shall be clearly crossed out or otherwise eliminated. Failure to meet this Section of the Specifications will result in payment reduction.

END OF SECTION

SECTION 01 78 36

WARRANTIES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Warranties for the Work of this Project.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measure and Payment
 - 1. All Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS

- A. Bind in commercial quality, 8.5-inches by 11-inches, 3-ring side binders with hardback, cleanable, plastic covers.
- B. Table of Contents: Provide neatly typed, Table of Contents matching that of the Project Specifications with each item identified with the number and title of the Specification Section in which specified and the name of the product or work item.
- C. Label cover of each binder with typed or printed title WARRANTIES with title of Project; name, address, and telephone number of Contractor and equipment supplier; and name of responsible principal.
- D. Separate each warranty keyed to the Table of Contents listing. Provide full information using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer with name, address, and telephone number of responsible principal.

1.04 PREPARATION OF WARRANTIES

- A. Obtain warranties executed in duplicate by responsible subcontractors and suppliers within 10-days of completion of the application item or Work. Leave date of beginning of time of warranty blank until the Date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties until delivery time indicated below.

1.05 DELIVERY

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10-days after acceptance.

- B. Within 10-days after Engineer's declared and written confirmation of the Date of Substantial Completion.
- C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within 10-days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.06 LENGTH OF WARRANTY

- A. Minimum length of all equipment warranties shall extend through the Correction Period.
- B. Length of Warranties: Conform to the requirements of the Specifications.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 26 05 10

MOTORS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Fractional horsepower motors.
 - 2. Integral horsepower motors.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. All Work and costs of this Section shall be incidental to the Project and included to repair existing motor or to furnish and install a new motor.

1.03 SUBMITTALS

- A. Certified outline dimension prints and data sheets which include nameplate information; 1/2, 3/4, and 4/4 load efficiency; 1/2, 3/4, and 4/4 load power factor; maximum kVAR rating and speed-torque curve shall be submitted for each motor.
- B. Contractor shall provide all data necessary to prepare rebate forms from the power company whom is serving the project.

PART 2 PRODUCTS

2.01 FRACTIONAL HORSEPOWER MOTORS

- A. Motors smaller than 1/2 horsepower shall be 115 volts, single phase, or as specified in the driven equipment Section or schedules. If not specified otherwise, enclosure shall be open drip-proof with cast iron or steel housing. Stator windings shall be copper. Motors shall have a 1.15-service factor, adequate torque to accelerate the load, a horsepower rating which will drive the load continuously at all operating conditions without exceeding the nameplate rating and bracing for full voltage starting. Special torque motors shall be provided as determined by the driven equipment.
- B. Motors shall be designed, constructed, and tested in accordance with ANSI/NEMA Publication No. MG 1.

2.02 INTEGRAL HORSPOWER MOTORS

- A. Motors 1/2 horsepower and larger shall be 460 volts, 3 phase, 60 Hz, squirrel cage induction motors. NEMA design shall be determined by the torque requirements of the driven load. Motors shall have a 1.15-service factor, adequate torque to accelerate the load continuously at all operating conditions without exceeding the nameplate rating, not including the service factor and shall be braced for full voltage starting. Special torque motors shall be provided as determined by the driven equipment. Inrush current shall not exceed NFPA 70 Code G.

- B. Motors shall be designed, constructed, and tested in accordance with ANSI/NEMA Publication No. MG-1 and shall be high efficiency design as determined by IEEE Standard 112, Method B. Motor design shall be for maximum efficiency. Nominal efficiency shall be not less than those listed in Paragraph 2.04, Motor Efficiencies.
- C. If not specified otherwise, enclosure shall be open drip-proof with cast iron housing. Stator windings shall be copper. All motors shall have a 1.15-service factor.
- D. An oversized terminal box shall be furnished to allow Contractor to use the specified conductor splicing materials.
- E. Bearings shall be shielded, regreasable, steel anti-friction type.
- F. Motor frame shall be drilled and tapped inside the terminal box for a grounding lug. A terminal box lug may be used if it is drilled and tapped into the motor frame and is readily accessible within the terminal box.
- G. Insulation system shall be of Class F non-hygroscopic materials and shall be for continuous operation in a 40 degrees C ambient.
- H. Motor nameplates shall include motor full load power factor, efficiency, and maximum KVAR rating.
- I. If any driven equipment requires special features, such as 2 speed, reversing, wye-delta, or part-winding starters, the Contractor shall confirm the exact type of starter required based on the actual equipment provided.

2.03 INVERTER DUTY MOTORS

- A. Motors shown on the Drawings or specified to be controlled by a VFD, or designated to be inverter duty, shall be designed in accordance with most recent edition of NEMA MG-1 and shall have the following characteristics in addition to those designated elsewhere in this Specification:
 - 1. Specifically designed for use with solid state inverter variable frequency drives.
 - 2. Minimum service factor of 1.0 when operating from a VFD or 1.15 when operating across-the-line.
 - 3. The motor shall be of cast iron construction with copper windings and a fan capable of providing adequate cooling air throughout the operating range of the motor. Auxiliary blower systems, if required due to additional cooling requirements, shall be supplied as needed.
 - 4. Winding insulation shall be designed for inverter-duty operation to withstand the voltage spikes characteristic of IGBT drives. Minimum voltage levels for 460-volt rated motors shall be 1,600 volts.
 - 5. Vertical Motors (Hallow Shaft):
 - a. Top Bearing: Provide insulated bearing rings. Due care must be taken to prevent damage of coating when installing bearing rings. Any damage to the coating shall be repaired before the motor is put into service.
 - b. Bottom Bearing: Provide ceramic bearings. Due care must be taken to prevent damage of bearing when installing. Any damage to the bearing shall be repaired before the motor is put into service.
 - c. Provide a grounding ring brush around the shaft on the non-drive end.

6. Ground motor frame to facility grounding electrode system.
 - a. A welder type cable as specified in the Contract Documents shall be used for grounding.

2.04 MOTOR EFFICIENCIES

Motor Type	Open DP and Protected			TEFC		
	900/1,200 rpm	1,800 rpm	3,600 rpm	900/1,200 rpm	1,800 rpm	3,600 rpm
HP						
1.0	82.5	85.5	77.0	82.5	85.5	77.0
1.5	86.5	86.5	84.0	87.5	86.5	84.0
2.0	87.5	86.5	85.5	88.5	86.5	85.5
3	88.5	89.5	85.5	89.5	89.5	86.5
5	89.5	89.5	86.5	89.5	89.5	88.5
7.5	90.2	91.0	88.5	91.0	91.7	89.5
10	91.7	91.7	89.5	91.0	91.7	90.2
15	91.7	93.0	90.2	91.7	92.4	91.0
20	92.4	93.0	91.0	91.7	93.0	91.0
25	93.0	93.6	91.7	93.0	93.6	91.7
30	93.6	94.1	91.7	93.0	93.6	91.7
40	94.1	94.1	92.4	94.1	94.1	92.4
50	94.1	94.5	93.0	94.1	94.5	93.0
60	94.5	95.0	93.6	94.5	95.0	93.6
75	94.5	95.0	93.6	94.5	95.4	93.6
100	95.0	95.4	93.6	95.0	95.4	94.1
125	95.0	95.4	94.1	95.0	95.4	95.0
150	95.4	95.8	94.1	95.8	95.8	95.0
200	95.4	95.8	95.0	95.8	96.2	95.4
250	95.5	95.8	95.0	95.8	96.2	95.8
300	95.5	95.8	95.4	95.8	96.2	95.8

PART 3 EXECUTION

3.01 MOTOR CIRCUITS

- A. Motor circuits shall be provided as shown on the Drawings or as required by the NFPA 70.
- B. The circuit shall include an extra flexible welding cable grounding conductor sized per NFPA 70.
- C. Motor connections shall be made in accordance with the motor nameplate for the proper voltage and other operating characteristics.

3.02 INSULATION RESISTANCE TEST

- A. All motors shall have an insulation resistance test, commonly referred to as being "megged," before they are energized.
- B. A tag shall be attached to each motor, shall be marked "Megged O.K.," and shall be signed and initialed by the electrician making the test. This same tag shall be used to mark the rotation check.

3.03 NAMEPLATE CURRENT

- A. Before any motor is energized, Contractor shall obtain the nameplate information from the motor manufacturer and record the motor nameplate current on the line diagrams. Contractor shall size the motor starter overload heaters in accordance with the starter manufacturer's recommendation for the given motor nameplate current, service factor, and power factor correcting capacitors, if provided.

3.04 ROTATION

- A. Motor rotation shall be checked before the motor is connected to the driven equipment; that is, before couplings are bolted together or belts are installed. The time for checking rotation shall be arranged with the Contractor responsible for installing the equipment.
- B. Before the motor is started to check rotation, electrician shall determine that the motor is properly lubricated.
- C. After correct rotation has been established, the insulation resistance test tags shall be marked "Rotation O.K." and signed or initialed by the electrician and representative of the installing Contractor who check the motor rotation.

END OF SECTION

SECTION 33 21 10

VERTICAL LINE SHAFT TURBINE PUMP REPAIRS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Remove, repair, and reinstall well pump and drive.
 - 2. Test pump performance before removal and after reinstallation.
 - 3. Measure bottom of well when pump is pulled.
 - 4. Balancing the motor after installation. Balancing by certified vibration analyst. Nova spec or approved equal. Submit Vibration Analysis Report.
 - 5. Brush well, televise and air lift sand from bottom of well. Remove all sand from Site.
- B. Related Sections
 - 1. Section 01 10 00 – Summary.

1.02 PRICE AND PAYMENT PROCEDURES

- A. Measurement and Payment
 - 1. All Work and costs of this Section shall be included in the Unit Price Items listed on the Bid Form.
 - 2. Balancing of the motor is part of installation and is NOT part of the Motor Repair allowance Bid Item.

1.03 REFERENCES

- A. The following documents in their latest edition form a part of this Section to the extent specified herein:
 - 1. American Water Works Association - ANSI/AWWA E101, Vertical Turbine Pumps - Line Shaft and Submersible Types.
 - 2. Minnesota Department of Health - Water Well Construction Code.

1.04 DESIGN REQUIREMENTS

- A. Pump shall conform to the performance requirements shown on the Well Record Plans.
- B. Verify performance conditions with Engineer prior to ordering new pump bowls.
- C. Sizes of components to match existing, unless specified otherwise.

1.05 SUBMITTALS

- A. Shop Drawings.
- B. Operation and Maintenance Manuals.
- C. Record information on repaired pump.

1.06 EXISTING EQUIPMENT

- A. Existing equipment is covered in Section 01 10 00 and shown on the attached Well and Pump Record Plan.

PART 2 PRODUCTS

2.01 GENERAL

- A. Replacement parts shall conform to the following quality Specifications.
- B. Replacement parts to fit existing equipment.

2.02 APPROVED MANUFACTURERS

- A. Pump: Byron Jackson, Layne, Goulds, or Peerless providing pumps conform to material and performance Specifications.

2.03 PUMP

- A. Multi-stage, turbine type with stainless steel fasteners.
- B. Suction case, intermediate bowls, and discharge bowl of ASTM A48, Class 30, cast iron with porcelain enamel coated water passages.
- C. ASTM B505 or B584 ALY 836 bronze bearing at each intermediate bowl and long bronze bearing at discharge bowl and suction case. Suction case bearing grease packed with bronze or rubber sand collars.
- D. ASTM B584 ALY 836 cast bronze, enclosed type impellers machine balanced and filed for optimum performance and minimum vibration for adding stage to existing pump, motion existing impellers.
- E. ASTM A276, Type 416 stainless steel split tapered impeller lock collets.
- F. ASTM A276, Type 410 or 416 stainless steel pump shaft of sufficient diameter to transmit pump horsepower with liberal safety factor.

2.04 COLUMN AND COUPLINGS

- A. Column conforming to ASTM A53, Grade A, Schedule 40, electric weld prime line steel pipe.
- B. Threaded ends faced parallel to ensure perfect alignment when butted to bearing retainers.
- C. Column sections connected with long, threaded sleeve type couplings of ASTM A108, Grade 1020 steel.
- D. Top and bottom column sections not to exceed 5 feet in length.
- E. Intermediate column sections interchangeable not exceeding 10 feet in length.

- F. Adapter section to discharge head and/or pump discharge as part of payment for 5-foot column section.

2.05 LINE SHAFT AND COUPLINGS

- A. Top section (head shaft) to be continuous through stuffing box and coupled below motor.
- B. Bottom section length necessary to connect to pump shaft and position in bearings.
- C. Intermediate sections interchangeable not exceeding 10 feet in length.
- D. Shafts straight within 0.003-inch total indicator reading.
- E. Shaft ends threaded and machined perpendicular to the axis with faces recessed to ensure proper contact and shaft alignment.
- F. Left hand threads to tighten during pump operation.
- G. Head shaft ASTM A276, Type 410 or 416 stainless steel, ground and polished surface finish not exceeding 40 RMS.
- H. Head and motor shafts connected with threaded, sleeve type coupling ASTM A582, Type 416, stainless steel, bored and threaded from solid material.
- I. Stainless Steel Shafting:
 - 1. Line shaft ASTM A276, Type 410 or 416 stainless steel, ground and polished surface finish not exceeding 40 RMS.
 - 2. Shafts connect with threaded, sleeve type coupling ASTM A582, Type 416, stainless steel, bored and threaded from solid material.
- J. Verify bearing location prior to installing new or existing shafts.

2.06 BEARINGS

- A. Bearing retainers of ASTM B145, ALY 836 or 844 bronze at each column joint.
- B. Retainers of threaded or drop-in type held in place by butt end of column pipe, 3/4-inch thickness.
- C. Water lubricated synthetic rubber bearing in each retainer.
- D. Bearing hand replaceable without special tools.

2.07 SUCTION PIPE

- A. Threaded suction pipe ASTM A53, Grade A, Schedule 40 steel, electric weld prime line steel pipe.
- B. Same diameter or larger than column pipe, threaded for connection to bowl.
- C. 10-foot length, unless directed otherwise by Engineer.
- D. Adapter section to pump inlet as part of payment for suction pipe.

2.08 STRAINER

- A. None required.

2.09 PAINTING

- A. Paint discharge head, motor, and any other damaged surfaces with Owner's standard paint and color as incidental to the Project.
- B. Sandblast motor prior to repainting.
- C. Epoxy coat 12-inches on each end of the column pipe, using epoxy suitable for potable water applications.
- D. Coating to be evenly applied with consistent thickness.
- E. Apply coatings in accordance with paint manufacturer's instructions.

2.10 WATER LEVEL METER TUBING

- A. Material: 1-1/4 inches, Schedule 40 PVC with chemical weld joints. A 1-1/4 inch by 1 inch reducer to be installed at the discharge head to allow re-using existing tapped discharge head.
- B. Glue cap on bottom of tube and drill holes in bottom and top sections.

PART 3 EXECUTION

3.01 DISINFECTION

- A. Disinfect well and pump with chlorine solution in conformance with Minnesota Water Well Code.
- B. Volume and strength of solution to provide a 50-ppm concentration in well.
- C. Flush inside of well casings with fresh potable water immediately after chlorine addition.
- D. Chlorine solution to remain in well at least 12-hours.

3.02 WELL LEVEL MONITOR STILLING TUBE INSTALLATION

- A. Remove existing and install new level monitor tube.
- B. Install well level monitor stilling pipe by strapping it to the pump column at 10-foot intervals with non-corrosive fasteners. Extend tubing from the top of the bowls to a fitting in the discharge head. Drill several 1/4-inch holes in the top and bottom sections of the tubing inside of the well casing to allow air relief. Seal connection per Minnesota Well Code.
- C. Immediately after pump installation and in the presence of the Owner, the Contractor shall verify the monitor tube is open and clear down to the top of the bowls by inserting the level monitor. Should the level monitor tubing be obstructed, the Contractor shall remove the pump as necessary to adjust the tubing to allow clear passage of the monitor.

3.03 PUMP INSTALLATION

- A. Check that bowl assembly is free of foreign material and impeller shaft does not bind. Measure and record shaft stick up.
- B. Ensure column butts tightly against bearing retainers.
- C. Line shaft straight and in correct position.
- D. Line shaft couplings tightened.
- E. Touch up column and coupling exterior where damaged with quick drying paint suitable for potable water use.
- F. Secure top section of column to discharge head.
- G. With stuffing box removed, align shaft to be centered in opening and shaft at right angle to head surface.
- H. Align head with discharge piping such that no strain on head exists.

3.04 DRIVE INSTALLATION

- A. Shaft coupling located in discharge head opening for easy removal.
- B. Adjust impeller clearance with motor head nut. Measure settings and record.
- C. Recommended lubricants in drive unit and at correct levels.

3.05 PERFORMANCE TEST

- A. Field test pump performance at 3 operating points selected by Engineer.
- B. Measure and record the following data at static level and each operating point:
 - 1. Static water level.
 - 2. Pumping water level.
 - 3. Static discharge pressure.
 - 4. Pumping discharge pressure.
 - 5. Flow rate.
 - 6. Non-running voltage (3 legs).
 - 7. Running voltage (3 legs).
 - 8. Running amps (3 legs).
- C. Initial performance test by pumping to distribution system.
- D. Pump to be pumped to waste for final performance test through hydrant at facility.
- E. Provide discharge pipe from hydrant to the nearest catch basin, as directed by Engineer or Owner.
- F. Disperse water to prevent erosion and wash sand and iron deposits from surfaces.
- G. Repair damage resulting from testing at no cost to Owner.

- H. Water meter, gauges, and water level detection device at facility may be used for testing.
- I. Modify or replace pump as necessary to meet Specifications.

3.06 VIBRATION TESTING

- A. Vibration testing and motor balancing shall be completed by Certified Vibration Analysts with equipment which can record vibration and determine balancing requirements. Work shall be completed by Novaspect, or equivalent certified analyst approved by the Engineer or Owner. A base line report shall be prepared prior to pulling the well pump. A repeat vibration test shall be completed after the pump is re-installed.
- B. At each design condition measure vibration at 6 locations, 90 degrees apart on drive assembly and discharge head where directed by the Engineer. Record all readings and supply a type report documenting and displaying the vibration spectrum with reference on the shaft turning speed amplitude.
- C. Turning speed vibration at any point shall not exceed 2 mils.
- D. Modify or replace pump and drive equipment not meeting vibration standards at no cost to Owner.

3.07 MEGGER TEST

- A. Perform Megger Test During Pump Removal at 2 Locations: Feeder lines at control panel with motor connected and at motor leads.
- B. Perform Megger tests in reverse order during pump installation.
- C. Record all test data and submit in writing to Engineer. Use attached Motor Insulation Test Report or similar form for recording data.
- D. Personnel operating test equipment shall have had previous training and experience in its use and shall be thoroughly familiar with its capabilities and limitations. Evidence of experience of test personnel in the form of certificates of training or other acceptable documentation shall be made available upon request of the Engineer.
- E. Insulation resistance tests shall be made with a line operated, 500 or 1,000 volt D.C. megohmmeter; James G. Biddle "Major Megger," Associated Research, Inc., "Meg-Check," or approved equal.
- F. All 460-volt motors and cables shall have an insulation resistance (Megger) test at the locations described above. Test shall be conducted by applying 500 VDC phase to ground on each phase for 10 minutes with readings taken at the end of 1 minute and 10 minutes. Minimum acceptable reading is 5 megohms.

3.08 INSTRUCTION

- A. Perform performance testing in presence of Owner's personnel.
- B. Instruct Owner's personnel in operation of pumping equipment.
- C. Instruct Owner's personnel in maintenance of equipment.

GROUND RESISTANCE TEST REPORT

GENERAL	Project:	File Number:	Date:
	Contractor:	Inspector:	Tested By:
EQUIPMENT	Equipment Name:		Location:
	Manufactured By:		Serial Number:
	Auxiliary Device:		Manufacture Check:
TEST EQUIPMENT	Test Method		
	_____ 3-Terminal Connection		_____ Other (Specify)
	Potential Electrode		Current Electrode
	Type:		Type:
	Distance:		Distance:
	Measured Resistance		
TEST SET	Ohms:		
	Manufacturer:		Type:
REMARKS	Acceptance Criteria (Spec. Standard)		

MOTOR INSULATION TEST REPORT

GENERAL	Project:		File Number:		Date:	
	Contractor:		Inspector:		Tested By:	
EQUIPMENT	Equipment Name:			Location:		
	Manufactured By:			Serial Number:		
	Horsepower:			Voltage:		
	Service Factor:			Phase:		
	RPM:			FLA: LRA:		
	Type:			Field Winding Voltage:		
TEST SET	Insulation:			Current:		
	Temp. Rise:			Insulation:		
TEST SET	Manufacturer:			Available Ranges:		
	Model:			Selected Range:		
RESULTS			1 Minute		10 Minutes	
	Phase	Mult.	Reading	Megohms	Reading	Megohms
	A-B					
	A-C					
	B-C					
	A-Grd.					
	B-Grd.					
	C-Grd.					
	Temp.		Temp.		Relative Humidity	
(Dry Bulb)		(Wet Bulb)		Percentage		
REMARKS						

END OF SECTION

SECTION 33 30 00
WELL MAINTENANCE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Well Air Lifting or Bailing
- B. Well televising.
- C. Wire brush casing.

1.02 MEASUREMENT AND PAYMENT

- A. All Work and costs of this Section shall be included in applicable Bid Items in the Bid Form.

PART 2 PRODUCTS AND EXECUTION

2.01 TELEVISION WELL

- A. The Contractor shall televise the well, from the surface to the bottom of the bore hole with equipment approved by the Engineer. The televising shall be completed using a color articulating lens. Televising shall be performed after wire brushing the casing and may, at Owners direction be required after pump removal and before brushing. Based on the televising, some of the work items may be deleted, modified, or additional work items may be added.
- B. The Contractor shall provide materials and labor to flush clean water from the City water system down the well to clear the water. Connect a minimum size 3/4-inch hose from the hose bib to the water level in the well. Secure existing and temporary piping and hose. Flushing of the well shall not be less than 48 hours. If water is not sufficiently clear to view casing joints, defects, etc., the Contractor shall re-cleaning the casing and/or clear the water and re-televising at no additional charge.
- C. The Contractor shall televise the well in the presence of the Owner and Engineer. At least 48 hours notice shall be provided to Owner and Engineer in advance of televising.
- D. Each well is to be televised twice, once before cleaning and once after cleaning. Owner reserves the right to remove the first inspection if it is deemed unnecessary.
- E. The camera shall continuously record depth and display on the monitor. Re-televising, at no additional cost to the Owner, if depth readings are not recorded on the screen.
- F. The Contractor shall submit 2 copies of each televising on DVD with a typewritten report, which shall become the property of the Owner.

2.02 WIRE BRUSH CASING

- A. Wire brush casing.

- B. Brush shall be of stiff wire material, such as drill bit cable, 1/4 to 1/2-inch larger than casing inside diameter. Provide sufficient weight to advance brush through casing.
- C. Drill rig or Pump rig of sufficient size shall be utilized to ensure properly brushing of the casing.
- D. Bail material removed by brushing as required.
- E. Deposits on casing are to be removed such that joints and casing defects can be easily observed.
- F. Re-bristle the brush as necessary during wire brushing.
- G. If casing is not sufficiently cleaned, re-brush, and re-televiser at Contractor's expense. It is estimated that at least 16 hours of wire brushing will be necessary to sufficiently clean the casing per well.
- H. Payment on a Lump Sum basis for each well satisfactorily wire brushed.

2.03 AIR LIFTING

- A. After wire brushing, the Contractor shall air lift or bail debris and accumulated sand fill from the well if, and as, determined by the Engineer and Owner. The well shall be air lifting to the clean out the well cavity bottom or as directed by the Engineer.
- B. The Contractor shall be paid at the Bid Unit Price for "Air Lifting" by the cubic yard of sand removed from the bottom of the well. Contractor shall construct a box or use a dumpster or a dump truck, all of which shall have a readily calculable volume, to contain and measure the air lifted material.
- C. Contractor shall remove, transport, and properly disposing of the air lifted materials and restore the area disturbed by air lifting operations; this work shall be incidental. It is assumed that the Owner does not have a location for disposal.

PART 3 EXECUTION

Not Used.

END OF SECTION

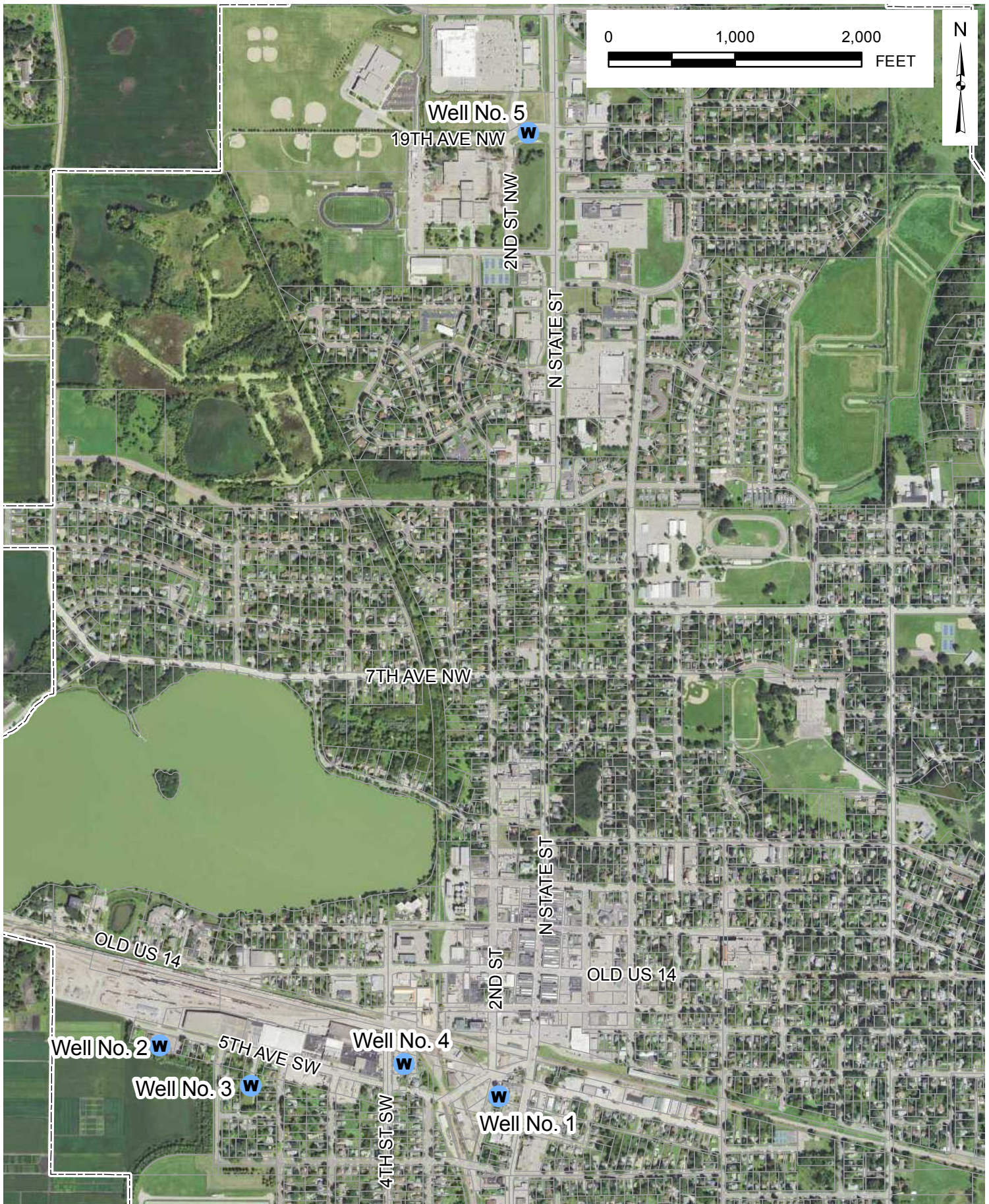


FIGURE 1 - PROJECT LOCATION MAP
CITY OF WASECA - 2023 WELL MAINTENANCE PROJECT



Stantec Consulting Services
 733 Marquette Ave, Ste 1000
 Minneapolis, MN 55402
 612-712-2000

SEPTEMBER 2023

The information on this map has been compiled by Stantec staff from a variety of sources and is subject to change without notice. Stantec makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information.

WELL DATA:

DRILLER: UNKNOWN; BERGERSON CASWELL (RECONSTRUCT)
DRILLING DATE: 1949, 1982
STATIC WATER LEVEL: 133 FT.
PUMPING LEVEL:
ORIGINAL CASING EL.: UNKNOWN

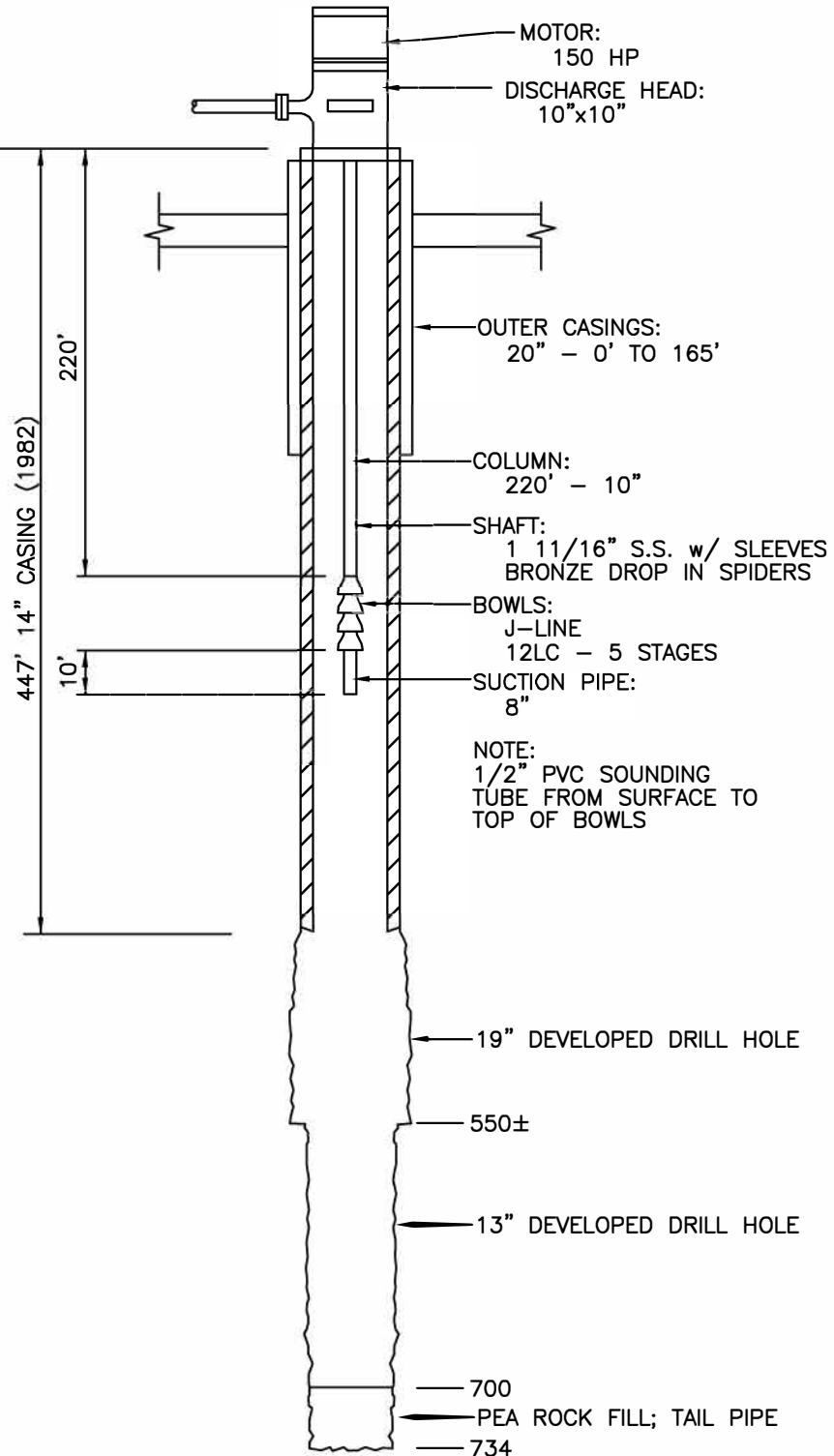
PUMP DATA

INSTALLER: TRAUT WELL COMPANY
INSTALLATION DATE: 1995
CAPACITY: 950 GPM, 325', 1800 RPM
DESIGN PUMPING LEVEL:
POWER: 460V, 3 PHASE
S.W.L.: 151 FT (3/03), 162 FT (8/03)
P.W.L.: 162 FT @ 870 GPM (3/03)
172 FT @ 1030 GPM (8/03)

WELL LOG:

DEPTH IN FEET

0
DRIFT
150 — GALENA FORMATION
165 —
DECORAH SHALE
260 — PLATTEVILLE LIMESTONE
275 — GLENWOOD SHALE
285 —
ST. PETER SANDSTONE
400 —
PRAIRIE-DU-CHEIN FORMATION
650 —
JORDAN SANDSTONE
724 —
ST. LAWRENCE FORMATION



UNIQUE WELL No.: 236018
2008: MOTOR RECONDITIONED, NEW BEARINGS, NINE NEW COLUMN PIPES AND COUPLINGS.
2014: 17 NEW COLUMN PIPES AND COUPLINGS, MOTOR RECONDITIONED, NEW RUBBER BEARINGS.
2019: NEW COLUMN PIPES AND COUPLINGS, MOTOR AND PUMP REFURBISHED

WELL & PUMP NO. 1 WASECA, MINNESOTA RECORD PLAN

SEPTEMBER 2023
FILE NO. 173420145

WELL DATA:

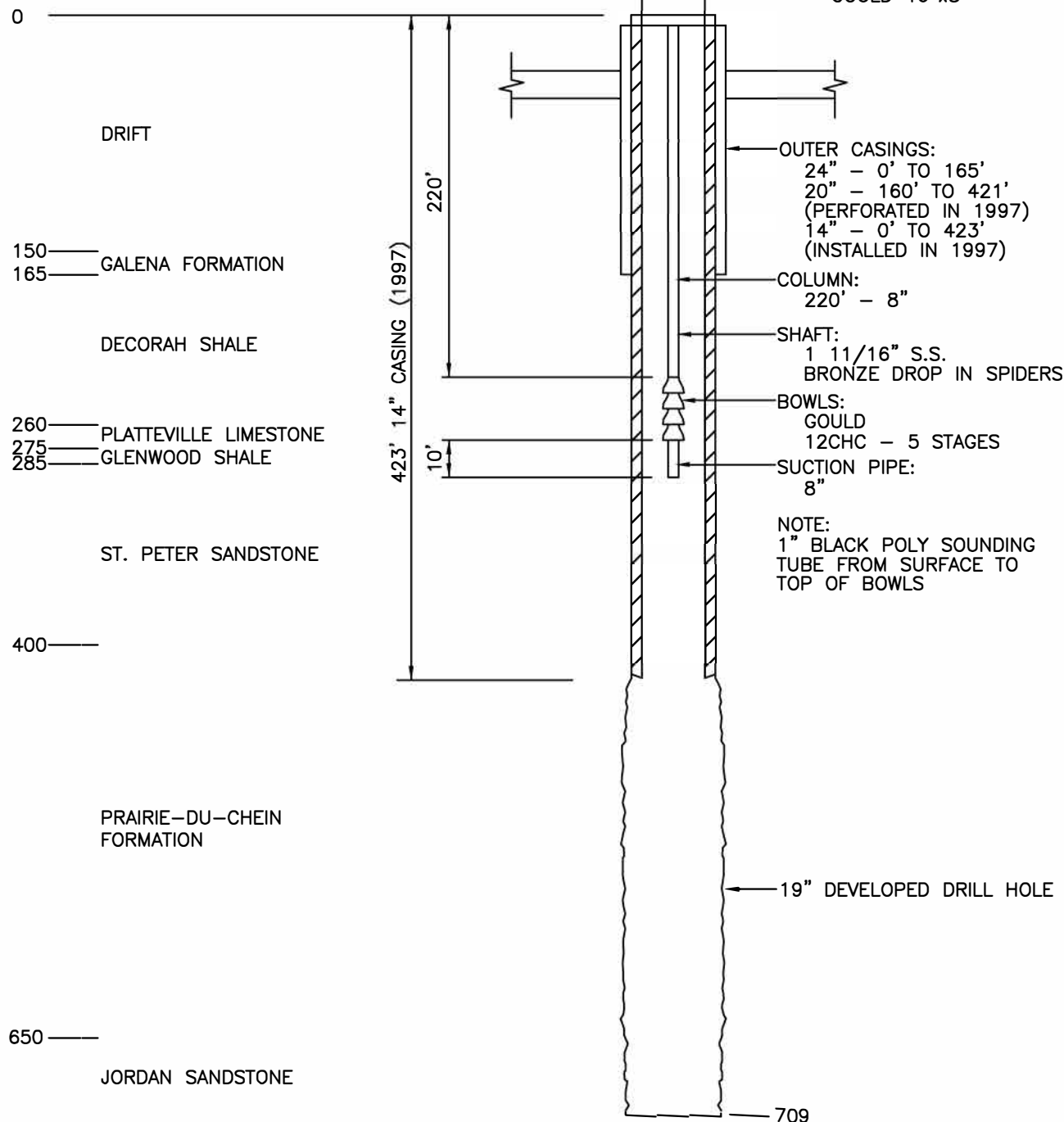
DRILLER: LAYNE?; THEIN (RECONSTRUCT)
DRILLING DATE: 1947, 1997
STATIC WATER LEVEL:
PUMPING LEVEL:
ORIGINAL CASING EL.: UNKNOWN

PUMP DATA

INSTALLER: KEYS WELL COMPANY
INSTALLATION DATE: 2014
CAPACITY: 1000 GPM, 325', 1800 RPM
DESIGN PUMPING LEVEL:
POWER: 460V, 3 PHASE
S.W.L.: 155 FT (8/03)
P.W.L.: 165 FT @ 880 GPM (8/03)

WELL LOG:

DEPTH IN FEET



UNIQUE WELL No.: 215698

2008: MOTOR RECONDITIONED, NEW RUBBER BEARINGS, FIVE NEW COLUMN PIPES AND COUPLINGS

2014: MOTOR RECONDITIONED, NEW RUBBER BEARINGS, 22 NEW COLUMN PIPE AND COUPLINGS, NEW GOULD PUMP

2019: REFURBISHED PUMP AND MOTOR, NEW COLUMN

WELL & PUMP NO. 2 WASECA, MINNESOTA RECORD PLAN

SEPTEMBER 2023
FILE NO. 173420145



WELL DATA:

DRILLER:
DRILLING DATE:
STATIC WATER LEVEL:
PUMPING LEVEL:
ORIGINAL CASING EL.:

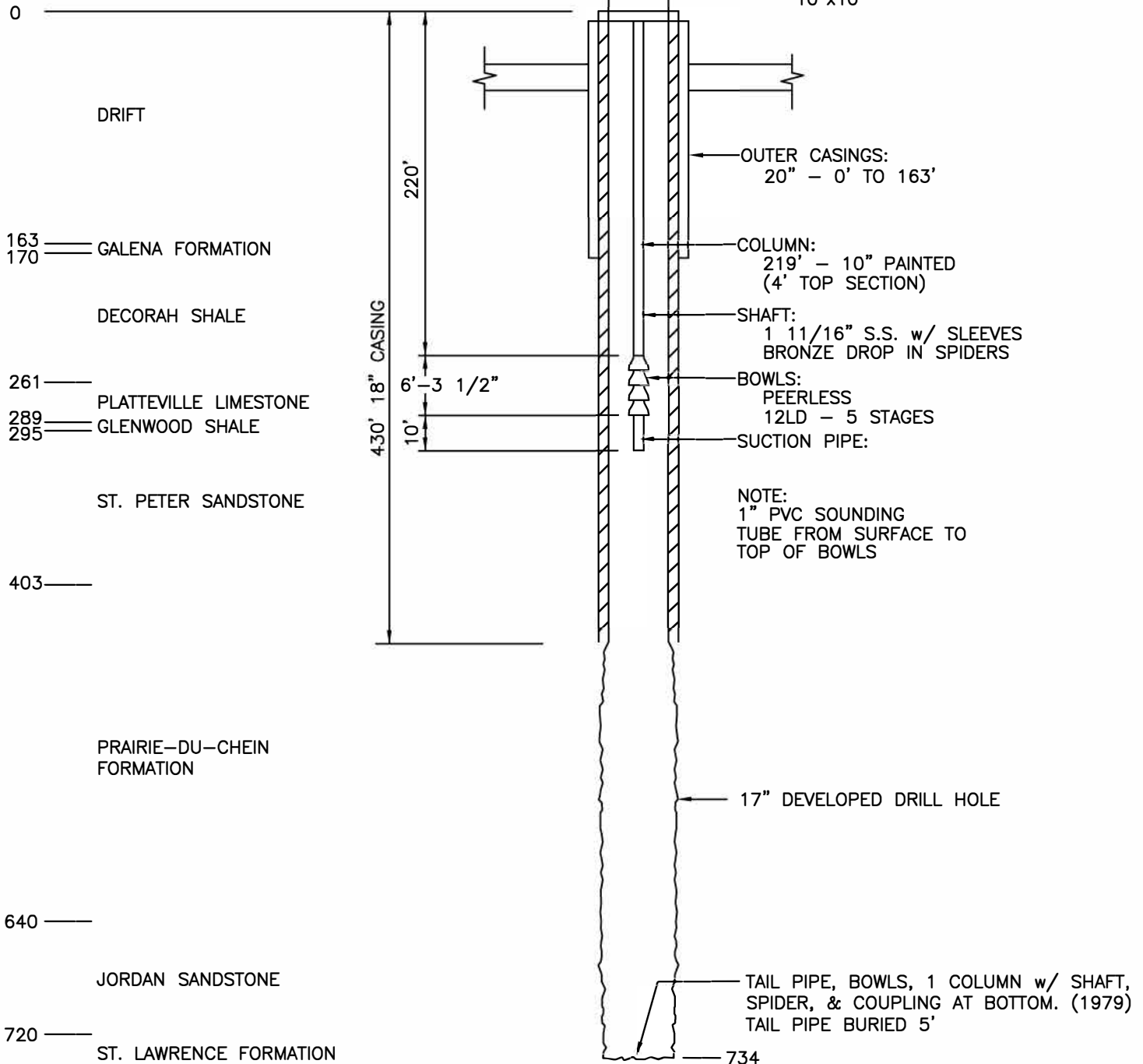
MUELLER BROS.
1963
142 FT. (1963)
182 FT. @ 2500 GPM
UNKNOWN

PUMP DATA

INSTALLER: KEY WELL DRILLING CO.
INSTALLATION DATE: APRIL, 1998
CAPACITY: 1000 GPM, 335', 1800 RPM
DESIGN PUMPING LEVEL:
POWER: 460V, 3 PHASE
S.W.L.: 145 FT (3/03), 154 FT (8/03)
P.W.L.: 160 FT @ 1060 GPM (3/03)
166 FT @ 1040 GPM (8/03)

WELL LOG:

DEPTH IN FEET



UNIQUE WELL No.: 215696
2008, MOTOR RECONDITIONED, NEW
RUBBER BEARINGS, 17 NEW COLUMN
PIPES AND COUPLINGS
2014, MOTOR RECONDITIONED, NEW
RUBBER BEARINGS, 14 NEW COLUMN
PIPES AND COUPLINGS
2019: 20 NEW COLUMN PIPES AND
COUPLINGS, PUMP AND MOTOR REFURBISHED

WELL & PUMP NO. 3
WASECA, MINNESOTA
RECORD PLAN

SEPTEMBER 2023
FILE NO. 173420145

WELL DATA:

DRILLER:
DRILLING DATE:
STATIC WATER LEVEL:
PUMPING LEVEL:
ORIGINAL CASING EL.:

MUELLER BROS.
1967
151 FT. (1967)
192 FT. @ 1571 GPM
UNKNOWN

PUMP DATA

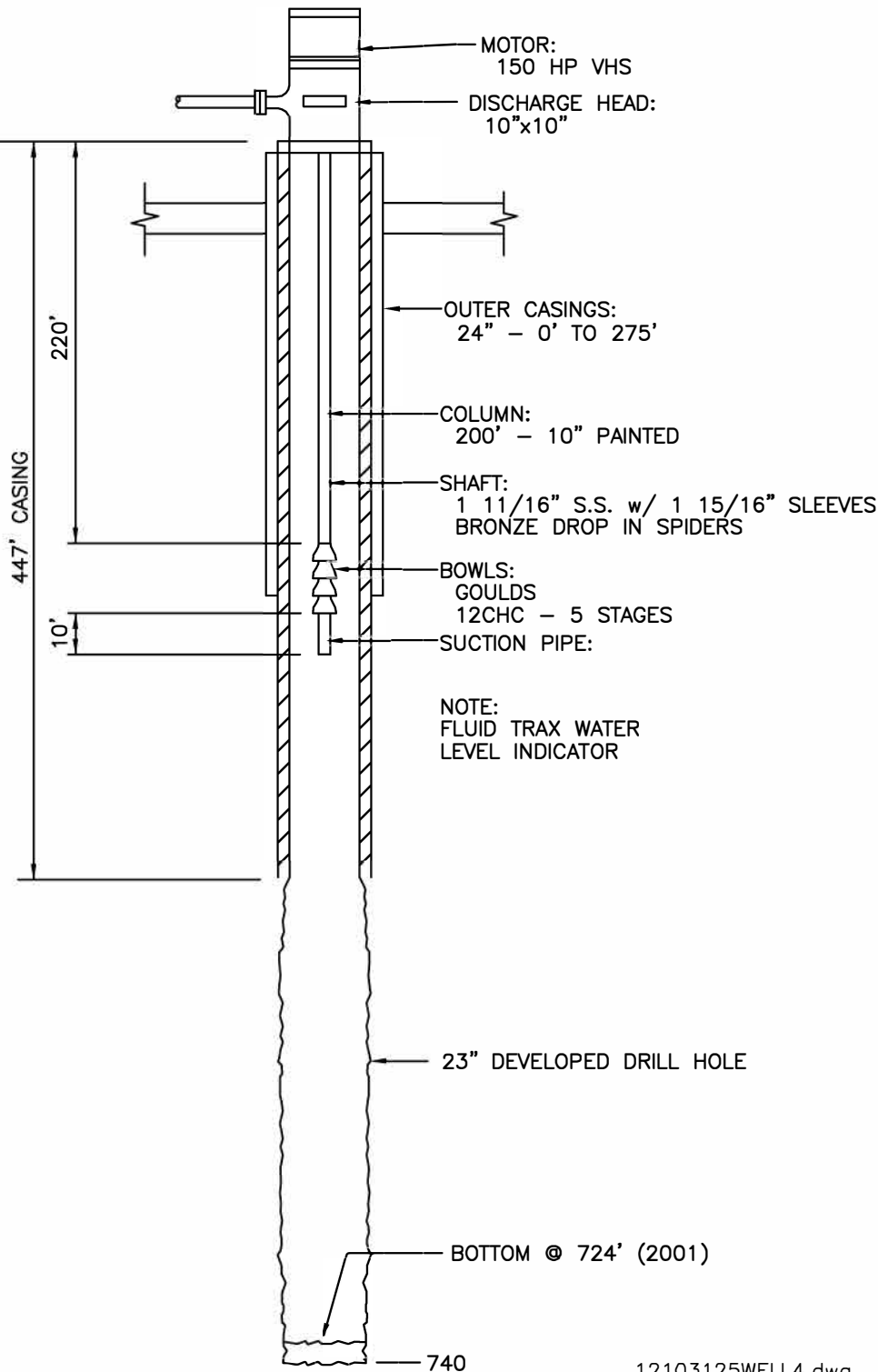
INSTALLER:
INSTALLATION DATE:
CAPACITY:
POWER:
S.W.L.:
P.W.L.:

KEYS WELL DRILLING
FEBRUARY 2019
1150 GPM, 325' TDH
460V, 3 PHASE
147 FT (2/19)
180 FT @ 1180 GPM

DRILLER'S LOG:

DEPTH IN FEET

0
BLUE CLAY
167
175 CLAY & SHALE
SHALE & LIMEROCK
220
SHALE
246
LIMEROCK
300
SANDROCK
402
LIMEROCK
(PRAIRIE-DU-CHEIN
FORMATION)
658
SANDROCK
(JORDAN SANDSTONE)
724
730 SHALE (ST. LAWRENCE)
LIMEROCK (ST. LAWRENCE)



UNIQUE WELL No.: 213510
2003: REWIND MOTOR & NEW
MOTOR BEARINGS
2001: NEW BOWLS; 105' NEW COLUMN
2014: MOTOR RECONDITIONED, NEW
RUBBER BEARINGS, FIVE NEW COLUMN
PIPES AND COUPLINGS
2019: NEW PUMP, 13 NEW COLUMN PIPES,
REFURBISHED MOTOR

WELL & PUMP NO. 4
WASECA, MINNESOTA
RECORD PLAN

SEPTEMBER 2023
FILE NO. 173420145



12103125WELL4.dwg

WELL DATA:

DRILLER: BERGERSON-CASWELL, INC.
DRILLING DATE: 1979
STATIC WATER LEVEL: 135 FT.
PUMPING LEVEL: 226 FT. @ 2350 GPM
ORIGINAL CASING EL.: UNKNOWN

PUMP DATA

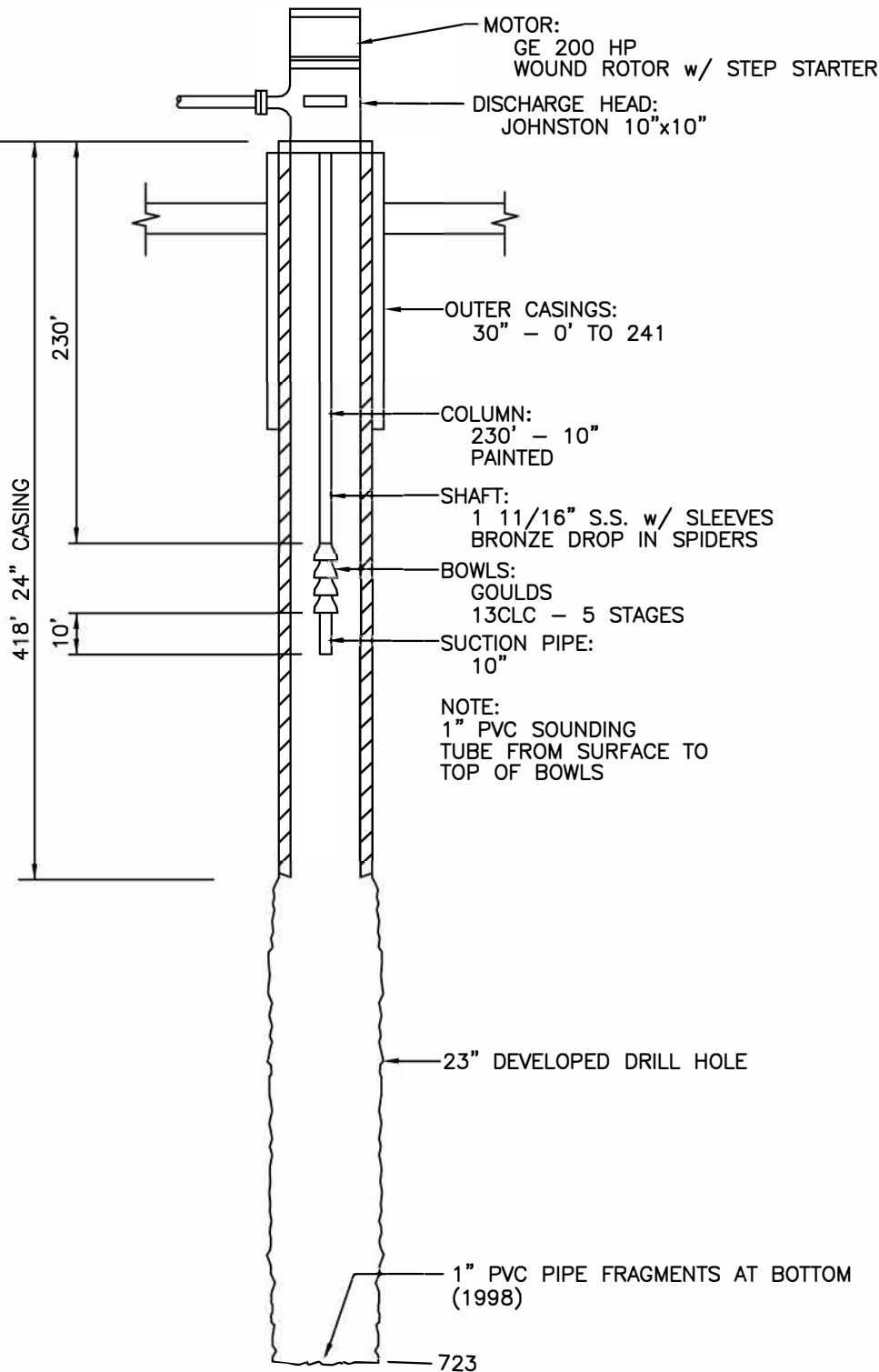
INSTALLER: KEYS WELL CO.
INSTALLATION DATE: 2014
CAPACITY: 1000 GPM, 350', 1800 RPM
DESIGN PUMPING LEVEL:
POWER: 460V, 3 PHASE
S.W.L.: 128 FT (3/03), 134 FT (8/03)
P.W.L.: 156 FT @ 1100 GPM (3/03)
160 FT @ 1020 GPM (8/03)

WELL LOG:

DEPTH IN FEET

0 —————
180 ———
213 ———
248 ———
259 ———
270 ———
380 ———
673 ———
719 ———
723 ———

DRIFT (BLUE CLAY)
HARD YELLOW CLAY
DECORAH SHALE
PLATTEVILLE LIMESTONE
GLENWOOD SHALE
ST. PETER SANDSTONE
PRAIRIE-DU-CHEIN FORMATION
JORDAN SANDSTONE
ST. LAWRENCE FORMATION



UNIQUE WELL No.: 00161403
2008: REFURBISHED MOTOR, 12 NEW
COLUMN PIPES AND COUPLINGS

2014, NEW GOULD PUMP, REFURBISHED
MOTOR, 17 NEW COLUMN PIPES AND
COUPLINGS

2019: PUMP AND MOTOR REFURBISHED, 12 NEW
COLUMN PIPES

WELL & PUMP NO. 5
WASECA, MINNESOTA
RECORD PLAN

SEPTEMBER 2023
FILE NO. 173420145