



CITY OF ANNANDALE COUNCIL MEETING AGENDA

Meeting #18
Regular Meeting
City Council Chambers

October 2, 2023
6:30 P.M.

Mayor: Shelly Jonas
Councilmember's: Matthew Wuollet
Corey Czycalla
Tina Honsey
JT Grundy

For those who would like to view or listen to the public meeting, there are two options:

Online: <https://us02web.zoom.us/j/88509466956?pwd=N0hNWESvS0hldSt5WWZHU0wxWjFWZz09>

Or Telephone: 301-715-8592

Webinar ID: 885 0946 6956

Passcode: 732225

1. **CALL TO ORDER/ROLL CALL/ADOPT AGENDA**
2. **APPROVAL OF MINUTES**
3. **VISITOR'S**
4. **PUBLIC HEARING**
 - A. [Resolution Adopting Special Assessments- Delinquent Accounts](#)
 - B. [Resolution Adopting Special Assessments- Hemlock Improvements](#)
 - C. [Resolution Adopting Special Assessments- Lake John Utilities](#)
5. **OPEN FORUM- NONE**
6. **CONSENT AGENDA**
 - A. [Approve Auditing Claims](#)
 - B. [Approve Departments Reports](#)
 - C. [Approve Special Events](#)
 - D. [Approve Resolution PERA- Officer Lisic](#)
 - E. [Approve Closure of Oak Ave- Chamber Halloween Event](#)
 - F. [Approve Employment Anniversaries](#)
 - G. [Approve Pay Estimate- Hemlock](#)
7. **REMOVED CONSENT ITEMS**

(See Reverse Side for Additional Agenda Items)

8. UNFINISHED BUSINESS-

- A. [Review Ordinance Regulating Cannabis](#)

9. NEW BUSINESS

- A. [Resolution Approving Plans and Specifications](#)
- B. [Review Lake John Utilities Extension](#)
- C. [Tree Grinding Proposal- Sylvester Custom Grinding](#)
- D. [Refuse/Recycling RFP](#)

10. MAYOR/COUNCIL REPORTS

11. ADJOURNMENT



City Council Agenda

October 2, 2023

Agenda Section: Public Hearing

Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 4A

Agenda Item: Resolution Adopting Assessment-Delinquent Accounts

Core Strategy:

- ☐ Inspire Community Engagement
- ☒ Increase Operational Effectiveness
- ☐ Enhance Local Business Environment
- ☐ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☐ Ensure Safe/Well Kept Community
- ☒ Other: Compliance

Background

The City annually certifies delinquent accounts to property taxes. The City is required to hold a public hearing prior to the assessment and to certify the amounts to the County prior to November 30th of each year.

Attached is a Resolution certifying the attached list of the delinquent accounts. This list contains accounts that were delinquent at the time of publication of the hearing notice on September 13th. Staff will adjust this list through November 30th and remove individuals as we confirm payment has been made.

Recommended Action

Motion to approve as presented

Attachments:

Assessment Roll

**RESOLUTION
NO. 23-__**

Councilmember __ introduced the following resolution and moved for its adoption:

**RESOLUTION CERTIFYING DELINQUENT ACCOUNTS
FOR COLLECTION**

WHEREAS, the Council deems it advisable and in the best interest of the City to certify delinquent accounts for collection by the County Auditor; and

WHEREAS, the City Council is directing that the following delinquent accounts costs be certified for collection with property taxes payable in 2024; and

WHEREAS, the City Council orders the special assessment of said delinquent charges to run for a period of one (1) year and bear an interest rate of 10%; and

WHEREAS, the City Council hereby specifies the following accounts, if not paid by the time the City certifies assessments to the County (on or about November 30, 2023):

See attached list

NOW, THEREFORE, BE IT RESOLVED that the City Council of Annandale, Wright County, Minnesota does hereby order the aforementioned special assessments.

The foregoing resolution was duly seconded by Councilmember __, upon a vote being taken thereon, the following members voted in favor thereof: __; the following members voted against: None, the following members abstained: None; the following members were absent: __.

WHEREUPON, said resolution was declared duly passed and adopted this 2nd day of October, 2023.

City Clerk

City of Annandale Delinquent Accounts

**CITY OF ANNANDALE
NOTICE OF HEARING TO CERTIFY DELINQUENT ACCOUNTS
AGAINST THE TAX ROLLS**

Notice is hereby given, that the City Council of Annandale will meet at 6:30 p.m. on Monday, October 2, 2023, at City Hall located at 30 Cedar St E., to consider certifying the following delinquent accounts against the tax rolls for a one year assessment at 10% interest:

Delinquent Utility Bills

Tax Parcel	Property Address	Amount
102-014-001030	130 DALE AVE S	\$746.09
102-014-001060	160 DALE AVE S	\$426.06
102-014-003013	125 KENDALE AVE S	\$777.50
102-014-005070	200 KENDALE AVE S	\$276.12
102-016-001020	320 SPRUCE DRIVE E	\$256.83
102-016-001020/030	360 SPRUCE ST E	\$586.83
102-016-001050	380 SPRUCE ST E #1	\$119.12
102-016-001050	380 SPRUCE ST E #3	\$116.53
102-016-001050	380 SPRUCE ST E #4	\$132.29
102-016-003070	363 SPRUCE DRIVE E	\$415.37
102-016-003120	150 POPLAR AVE S	\$545.50
102-017-001030	145 MAPLE CIRCLE S	\$495.34
102-020-004010	150 MAPLE AVE N	\$174.69
102-021-001010	155 EXCELSIOR AVE N	\$415.00
102-021-003021	160 HARRISON ST W	\$856.58
102-022-006040	30 PARK ST W	\$809.38
102-022-007030	370 CHERRY AVE N	\$300.00
102-022-007150	345 OAK AVE N	\$127.40
102-022-008010	395 CHERRY AVE N	\$390.02
102-022-008090	110 PARK ST E	\$1840.88

102-022-009040	225 CHERRY AVE N	\$442.53
102-022-010010	250 CHERRY AVE N	\$118.51
102-023-003060	14 WILLOW DRIVE W	\$208.95
102-023-005010	231 EXCELSIOR AVE S	\$656.05
102-023-005060	65 WILLOW DRIVE W	\$164.63
102-023-005100	60 KNOLLWOOD ST W	\$845.04
102-025-001010	665 LAKE DRIVE W	\$132.73
102-027-001030	130 NORWAY CIRCLE	\$356.29
102-027-001050	110 NORWAY CIRCLE	\$1799.28
102-027-001070	105 NORWAY CIRCLE	\$1656.66
102-038-002010	550 PLEASANT CREST CIRCLE	\$444.04
102-041-002020	310 KNOLLWOOD ST W	\$606.57
102-041-004010	310 EXCELSIOR AVE S	\$209.65
102-048-001010	650 ACACIA DRIVE	\$341.27
102-055-001030	205 ASH STREET E	\$918.73
102-055-002020	213 ASH STREET E	\$338.43
102-055-003070	224 ASH STREET E	\$1521.85
102-055-004060	311 ASH STREET E	\$71.67
102-058-001030	117 EXCELSIOR AVE N	\$232.85
102-060-001090	740 MORRISON AVENUE	\$495.07
102-060-002030	741 MORRISON AVENUE	\$507.01
102-063-002010	811 BEECH LANE	\$463.31
102-065-001010	550 HIGHLAND ST W	\$338.15
102-065-001070	450 HIGHLAND ST W	\$709.70
102-065-003110	225 DOUGLAS DR S	\$1769.07
102-066-001090	1217 CYPRESS DRIVE	\$47.85
102-068-005090	1041 BAY CIRCLE	\$282.15

102-068-006040	1007 BEECH LANE	\$395.21
102-068-007060	912 PALM CIRCLE	\$190.34
102-071-001030	564 KNOLLWOOD ST W	\$459.12
102-071-002080	551 KNOLLWOOD ST W	\$1511.77
102-071-002090	541 KNOLLWOOD ST W	\$333.91
102-071-002110	521 KNOLLWOOD ST W	\$164.29
102-500-301409	265 CHESTNUT ST E	\$297.66
102-500-301412	85 PLEASANT AVE N	\$478.41
102-500-301420	235 SPRUCE DRIVE E	\$1101.36
102-500-302409	50 EXCELSIOR AVE N	\$226.23
102-500-302414	160 EXCELSIOR AVE N	\$513.11
102-500-302420	320 HARRISON ST W	\$223.20
102-500-304134	235 PINE CIRCLE	\$1352.56
102-500-304212	115 MAPLE CIRCLE S	\$105.34
102-500-304215	171 EXCELSIOR AVE S	\$538.16
102-500-304226	141 EXCELSIOR AVE S	\$843.61
102-500-304400/4401	280 POPLAR LANE S	\$146.07

Such persons that desire to be heard with reference to the proposed certifications will be heard at this time. If you do not attend the hearing or submit written comment, it will be assumed that you have no objections to the proposal. If there are any questions, please contact the City of Annandale at 320-274-3055.

Kelly Hinnenkamp
City Administrator

(Published in the Annandale Advocate, Wednesday, September 13, 2023)



City Council Agenda

October 2, 2023

Agenda Section: Public Hearing

Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 4B

Agenda Item: Resolution Adopting Assessment-
Hemlock

Core Strategy:

- ☐ Inspire Community Engagement
- ☒ Increase Operational Effectiveness
- ☐ Enhance Local Business Environment
- ☐ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☐ Ensure Safe/Well Kept Community
- ☒ Other: Compliance

Background

Attached is the final assessment roll and Resolution for the Hemlock Project. The proposed assessments were established through the approved assessment agreements.

Recommended Action

Motion to approve as presented

Attachments:

- Resolution Adopting Assessment
- Assessment Roll

EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF THE CITY OF
ANNANDALE, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Annandale, Minnesota, was duly called and held at the City of Annandale Council Chambers, 30 Cedar Street East, Annandale, Minnesota in said City on the 10th day of October, 2022 at 6:30 o'clock p.m.

The following members were present: Honsey, Wuollet, Jonas, Czycalla
and the following were absent: Grundy

Member Czycalla introduced the following resolution and moved its adoption:

**RESOLUTION ADOPTING ASSESSMENT
CITY OF ANNANDALE, MINNESOTA
RESOLUTION NO. 22-58**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passes upon all objections to the proposed assessment for the improvement known as the 2022 Alley Improvements.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF
ANNANDALE, MINNESOTA:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvements in the amount of the assessment levied against it.
2. Such assessment is proposed to be payable in equal installments extending over a period of 5 years, the first of the installments to be payable on or before the first Monday in January, 2023, and will bear interest at a rate of 4.5 percent. To the first installment shall be added interest on the entire assessment from the date of the certification to the County Auditor until December 31, 2022. To each subsequent installment when due shall be added interest for one year on all unpaid assessments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk of the City of Annandale, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he may, at any time thereafter pay the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the proper tax lists of the county, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the city council this 10th day of October 2022.

City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member Honsey, and upon vote being taken thereon, the following voted in favor thereof: Honsey, Wuollet, Jonas, Czycalla

and the following voted against the same: None

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
CITY OF ANNANDALE
COUNTY OF WRIGHT

I, the undersigned, being the duly qualified and acting Clerk of the City of Annandale, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of a meeting of the City Council of said City held on the date therein indicated with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom, insofar as the same related to adopting assessments of the 2021 Alley Improvements and that notice of said meeting was duly given in accordance with law.

WITNESS my hand the seal of said City this 10th day of October, 2022.

City Clerk

(SEAL)

**Hemlock Improvements
Proposed Assessment Roll**

<u>PID</u>	<u>Address</u>	<u>Lin Foot</u>	<u>Assessment</u>
102-020-001010	125 Cherry Ave N		\$256,550.42
102-088-001010	700 Park Street E		<u>\$256,550.42</u>
		Total	\$513,100.84



City Council Agenda

October 2, 2023

Agenda Section: Public Hearing
Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 4C
Agenda Item: Resolution Adopting
Assessments- Lake John

Core Strategy:

- | | |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement | <input type="checkbox"/> Provide Proactive Leadership |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment | <input checked="" type="checkbox"/> Other: Compliance |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

Attached is the final assessment roll and Resolution for the Preserve at Lake John Development.

Recommended Action

Motion to approve as presented

Attachments:

- Resolution Adopting Assessment
- Assessment Roll

EXTRACT OF MINUTES OF MEETING OF THE
CITY COUNCIL OF THE CITY OF
ANNANDALE, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Annandale, Minnesota, was duly called and held at the City of Annandale Council Chambers, 30 Cedar Street East, Annandale, Minnesota in said City on the 2nd day of October, 2023 at 6:30 o'clock p.m.

The following members were present: __

and the following were absent: __

Member __ introduced the following resolution and moved its adoption:

**RESOLUTION ADOPTING ASSESSMENT
CITY OF ANNANDALE, MINNESOTA
RESOLUTION NO. 23-__**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passes upon all objections to the proposed assessment for the improvement known as the Lake John Utility Extension.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF ANNANDALE, MINNESOTA:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvements in the amount of the assessment levied against it.
2. Such assessment is proposed to be payable in equal installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January, 2024, and will bear interest at a rate of 5.3 percent. To the first installment shall be added interest on the entire assessment from the date of the certification to the County Auditor until December 31, 2022. To each subsequent installment when due shall be added interest for one year on all unpaid assessments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk of the City of Annandale, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he may, at any time thereafter pay the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

4. The clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the proper tax lists of the county, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the city council this 2nd day of October 2023.

City Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member _____, and upon vote being taken thereon, the following voted in favor thereof: _____

and the following voted against the same: None

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
CITY OF ANNANDALE
COUNTY OF WRIGHT

I, the undersigned, being the duly qualified and acting Clerk of the City of Annandale, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes of a meeting of the City Council of said City held on the date therein indicated with the original thereof on file in my office, and the same is a full, true and complete transcript therefrom, insofar as the same related to adopting assessments of the Lake John Utility Extension and that notice of said meeting was duly given in accordance with law.

WITNESS my hand the seal of said City this 2nd day of October, 2023.

City Clerk

(SEAL)

**Lake John Utility Extension
Proposed Assessment Roll**

PID	Assessment
102-090-002010	\$ 12,834.08
102-090-002020	\$ 12,834.08
102-090-002030	\$ 12,834.08
102-090-002040	\$ 12,834.08
102-090-002050	\$ 12,834.08
102-090-002060	\$ 12,834.08
102-090-002070	\$ 12,834.08
102-090-002080	\$ 12,834.08
102-090-002090	\$ 12,834.08
102-090-002100	\$ 12,834.08
102-090-002110	\$ 12,834.08
102-090-001010	\$ 12,834.08
102-090-001020	\$ 12,834.08
102-090-001030	\$ 12,834.08
102-090-001040	\$ 12,834.08
102-090-001050	\$ 12,834.08
102-090-001060	\$ 12,834.08
102-090-001070	\$ 12,834.08
102-090-001080	\$ 12,834.08
102-090-001090	\$ 12,834.08
102-090-001100	\$ 12,834.08
102-090-001110	\$ 12,834.08
102-090-001120	\$ 12,834.08
	<hr/>
	\$ 295,183.75



City Council Agenda

October 2, 2023

Agenda Section: Consent

Agenda No. 6A

Report From: Kelly Hinnenkamp, Admin

Agenda Item: Auditing Claims

Core Strategy:

- | | |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement | <input type="checkbox"/> Provide Proactive Leadership |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment | <input checked="" type="checkbox"/> Other: Compliance |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

Attached is a copy of the Auditing Claims presented for approval for all claims paid or to be paid since the prior Council meeting.

Recommended Action

Approve Auditing Claims

Attachments:

Auditing Claims

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.
Invoice Detail.GL Account = "001"-"699"

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
A M MAUS & SON, INC.								
111	A M MAUS & SON, INC.	440483	SQUAD MAINTENANCE	08/25/2023	133.55	133.55	09/12/2023	
111	A M MAUS & SON, INC.	440655	SQUAD MAINTENANCE	08/29/2023	81.65	81.65	09/26/2023	
Total A M MAUS & SON, INC.:					215.20	215.20		
A R ENGH								
4648	A R ENGH	231616	FURNACE REPAIR	09/20/2023	187.50	187.50	09/26/2023	
Total A R ENGH:					187.50	187.50		
ALEX AIR APPARATUS INC								
65	ALEX AIR APPARATUS INC	INV-48538	TIC ACCESSORIES	09/25/2023	103.00	.00		
Total ALEX AIR APPARATUS INC:					103.00	.00		
ANNANDALE ADVOCATE								
180	ANNANDALE ADVOCATE	83123	ENVELOPES	08/31/2023	290.06	290.06	09/26/2023	
180	ANNANDALE ADVOCATE	83123	BUSINESS CARDS- HALLER	08/31/2023	42.50	42.50	09/26/2023	
180	ANNANDALE ADVOCATE	83123	HEARING NOTICE- CANNABIS	08/31/2023	47.60	47.60	09/26/2023	
180	ANNANDALE ADVOCATE	83123	PZ HEARING	08/31/2023	58.80	58.80	09/26/2023	
180	ANNANDALE ADVOCATE	83123	RFP- REFUSE	08/31/2023	100.80	100.80	09/26/2023	
180	ANNANDALE ADVOCATE	83123	LEGAL- ORDINANCE	08/31/2023	246.40	246.40	09/26/2023	
180	ANNANDALE ADVOCATE	83123	BACK TO SCHOOL AD- DMV	08/31/2023	105.30	105.30	09/26/2023	
180	ANNANDALE ADVOCATE	83123	HOLIDAY SAFETY AD	08/31/2023	30.00	30.00	09/26/2023	
Total ANNANDALE ADVOCATE:					921.46	921.46		
ANNANDALE AUTO CARE LLC								
188	ANNANDALE AUTO CARE LLC	122645	TIRES	09/12/2023	251.15	251.15	09/26/2023	
Total ANNANDALE AUTO CARE LLC:					251.15	251.15		
ANNANDALE EMBROIDERY								
200	ANNANDALE EMBROIDERY	815	CLOTHING	08/17/2023	1,566.00	1,566.00	09/26/2023	
Total ANNANDALE EMBROIDERY:					1,566.00	1,566.00		
ANNANDALE KIWANIS CLUB								
5001	ANNANDALE KIWANIS CLUB	91623	2024 DUES	09/16/2023	230.00	230.00	09/26/2023	
Total ANNANDALE KIWANIS CLUB:					230.00	230.00		
ANNANDALE PARTS SUPPLY								
192	ANNANDALE PARTS SUPPLY	127313332	PARTS	08/03/2023	24.34	24.34	09/12/2023	
192	ANNANDALE PARTS SUPPLY	127313725	SUPPLIES	08/09/2023	38.97	38.97	09/12/2023	
192	ANNANDALE PARTS SUPPLY	127314078	PD SQUAD MAINTENANCE	08/14/2023	15.80	15.80	09/12/2023	
192	ANNANDALE PARTS SUPPLY	127314079	PD SQUAD MAINTENANCE	08/14/2023	13.22	13.22	09/12/2023	
192	ANNANDALE PARTS SUPPLY	127314137	PARTS	08/15/2023	8.87	8.87	09/12/2023	
192	ANNANDALE PARTS SUPPLY	127314665	PARTS	08/22/2023	12.69	12.69	09/12/2023	
192	ANNANDALE PARTS SUPPLY	127314713	SUPPLIES	08/22/2023	29.98	29.98	09/12/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
192	ANNANDALE PARTS SUPPLY	127316394	FILTERS	09/15/2023	1,007.61	1,007.61	09/26/2023	
Total ANNANDALE PARTS SUPPLY:					1,151.48	1,151.48		
ANNANDALE YOUTH FIRST								
265	ANNANDALE YOUTH FIRST	72523	2023 ANNUAL CONTRIBUTION	08/25/2023	4,000.00	4,000.00	09/26/2023	
Total ANNANDALE YOUTH FIRST:					4,000.00	4,000.00		
ARAMARK UNIFORM SERVICES								
286	ARAMARK UNIFORM SERVICES	2530176733	PW UNIFORMS	08/24/2023	140.15	140.15	09/12/2023	
286	ARAMARK UNIFORM SERVICES	2530179283	SEWER UNIFORMS	08/31/2023	140.15	140.15	09/12/2023	
286	ARAMARK UNIFORM SERVICES	2530181719	WATER UNIFORMS	09/07/2023	67.28	67.28	09/26/2023	
286	ARAMARK UNIFORM SERVICES	2530184229	WATER UNIFORMS	09/14/2023	58.63	58.63	09/26/2023	
286	ARAMARK UNIFORM SERVICES	2530187982	SEWER UNIFORMS	09/21/2023	61.13	61.13	09/26/2023	
Total ARAMARK UNIFORM SERVICES:					467.34	467.34		
BERGLUND BAUMGARTNER KIMBALL & GLASER								
5194	BERGLUND BAUMGARTNER KI	9723	BBKG PROSECUTION SERVICE	09/07/2023	2,025.59	2,025.59	09/26/2023	
Total BERGLUND BAUMGARTNER KIMBALL & GLASER:					2,025.59	2,025.59		
BOLTON & MENK, INC								
463	BOLTON & MENK, INC	318311	MARES	08/18/2023	54.00	54.00	09/26/2023	
463	BOLTON & MENK, INC	318311	BUILDING PERMIT REVIEW	08/18/2023	82.50	82.50	09/26/2023	
463	BOLTON & MENK, INC	318311	HEARTLAND CHURCH	08/18/2023	681.00	681.00	09/26/2023	
463	BOLTON & MENK, INC	318311	ZONING MAP UPDATES	08/18/2023	368.50	368.50	09/26/2023	
463	BOLTON & MENK, INC	318313	PINTAIL- 2	08/18/2023	1,053.00	1,053.00	09/26/2023	
463	BOLTON & MENK, INC	318314	HEMLOCK	08/18/2023	43,271.50	43,271.50	09/26/2023	
463	BOLTON & MENK, INC	318315	HWY 55	08/18/2023	3,975.50	3,975.50	09/26/2023	
463	BOLTON & MENK, INC	318316	TRIPLETT FARMS- 4TH ADDN	08/18/2023	306.00	306.00	09/26/2023	
463	BOLTON & MENK, INC	318317	LAKE JOHN PROJECT- ADMIN/I	08/18/2023	27,369.75	27,369.75	09/26/2023	
463	BOLTON & MENK, INC	318318	WATER TOWER	08/18/2023	957.00	957.00	09/26/2023	
Total BOLTON & MENK, INC:					78,118.75	78,118.75		
CASH								
587	CASH	09192023	TRAINING EXPENSE- HOUSE B	09/20/2023	64.00	64.00	09/26/2023	
Total CASH:					64.00	64.00		
CENTER POINT ENERGY								
2511	CENTER POINT ENERGY	SEP23-240 PL	HOCKEY RINK	09/14/2023	15.94	15.94	09/26/2023	
2511	CENTER POINT ENERGY	SEP23-30 CED	CITY HALL	09/14/2023	82.30	82.30	09/26/2023	
2511	CENTER POINT ENERGY	SEP23-330 OA	PAVILION	09/26/2023	16.11	16.11	09/26/2023	
2511	CENTER POINT ENERGY	SEP23-340 PO	FD	09/14/2023	77.25	77.25	09/26/2023	
2511	CENTER POINT ENERGY	SEP23-350 PO	OLD PW SHOP	09/14/2023	32.80	32.80	09/26/2023	
2511	CENTER POINT ENERGY	SEP23-541 AS	WTP	09/14/2023	261.68	261.68	09/26/2023	
2511	CENTER POINT ENERGY	SEP23-551 PO	TC	09/14/2023	15.00	15.00	09/26/2023	
2511	CENTER POINT ENERGY	SEP23-74 OAK	74 OAK A3	09/14/2023	10.20	10.20	09/26/2023	
2511	CENTER POINT ENERGY	SEP23-74 OAK	74 OAK HSE	09/14/2023	10.20	10.20	09/26/2023	
Total CENTER POINT ENERGY:					521.48	521.48		
CENTRA SOTA COOPERATIVE								
646	CENTRA SOTA COOPERATIVE	6116149	FUEL - PW	09/07/2023	556.36	556.36	09/26/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
646	CENTRA SOTA COOPERATIVE	6116149	FUEL - STREETS	09/07/2023	193.52	193.52	09/26/2023	
646	CENTRA SOTA COOPERATIVE	6116149	FUEL - PARKS	09/07/2023	193.52	193.52	09/26/2023	
646	CENTRA SOTA COOPERATIVE	6116149	FUEL - WATER	09/07/2023	133.04	133.04	09/26/2023	
646	CENTRA SOTA COOPERATIVE	6116149	FUEL - SEWER	09/07/2023	133.04	133.04	09/26/2023	
646	CENTRA SOTA COOPERATIVE	6313432	FUEL - PW	09/21/2023	559.99	.00		
646	CENTRA SOTA COOPERATIVE	6313432	FUEL - STREETS	09/21/2023	194.78	.00		
646	CENTRA SOTA COOPERATIVE	6313432	FUEL - PARKS	09/21/2023	194.78	.00		
646	CENTRA SOTA COOPERATIVE	6313432	FUEL - WATER	09/21/2023	133.91	.00		
646	CENTRA SOTA COOPERATIVE	6313432	FUEL - SEWER	09/21/2023	133.91	.00		
Total CENTRA SOTA COOPERATIVE:					2,426.85	1,209.48		
CITY OF BUFFALO								
710	CITY OF BUFFALO	08/31/23 BILL	MONTHLY NET MOTION	08/31/2023	20.00	20.00	09/26/2023	
Total CITY OF BUFFALO:					20.00	20.00		
CLASSIC CLEANING COMPANY								
4889	CLASSIC CLEANING COMPANY	35316	FD	09/18/2023	245.00	245.00	09/26/2023	
4889	CLASSIC CLEANING COMPANY	35317	CITY HALL-	09/18/2023	673.75	673.75	09/26/2023	
4889	CLASSIC CLEANING COMPANY	35317	PD-	09/18/2023	147.00	147.00	09/26/2023	
4889	CLASSIC CLEANING COMPANY	35317	LIBRARY-	09/18/2023	404.25	404.25	09/26/2023	
4889	CLASSIC CLEANING COMPANY	35318	TC	09/18/2023	230.00	230.00	09/26/2023	
Total CLASSIC CLEANING COMPANY:					1,700.00	1,700.00		
COIL'S FLAGS & FLAGPOLES								
4371	COIL'S FLAGS & FLAGPOLES	7244	FLAGS	08/28/2023	1,602.72	1,602.72	09/26/2023	
Total COIL'S FLAGS & FLAGPOLES:					1,602.72	1,602.72		
COLONIAL LIFE & ACCIDENT								
810	COLONIAL LIFE & ACCIDENT	749242410013	INSURANCE	10/01/2023	474.70	474.70	09/26/2023	
Total COLONIAL LIFE & ACCIDENT:					474.70	474.70		
CORE & MAIN LP								
2635	CORE & MAIN LP	T426852	FITTINGS	08/18/2023	580.62	580.62	09/12/2023	
2635	CORE & MAIN LP	T469892	PARTS	08/25/2023	285.60	285.60	09/12/2023	
2635	CORE & MAIN LP	T491046	FITTINGS	08/30/2023	136.34	136.34	09/26/2023	
Total CORE & MAIN LP:					1,002.56	1,002.56		
CWP ENTERPRISES INC								
4769	CWP ENTERPRISES INC	11340	PARTS	09/01/2023	14.86	14.86	09/26/2023	
Total CWP ENTERPRISES INC:					14.86	14.86		
DAKOTA SUPPLY GROUP								
961	DAKOTA SUPPLY GROUP	S102876717.0	PARTS	09/13/2023	499.95	499.95	09/26/2023	
Total DAKOTA SUPPLY GROUP:					499.95	499.95		
DELTA DENTAL								
4793	DELTA DENTAL	CNS00013478	INSURANCE	10/01/2023	1,882.14	1,882.14	09/26/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total DELTA DENTAL:					1,882.14	1,882.14		
FASTENAL COMPANY								
1338	FASTENAL COMPANY	MNMON14593	SUPPLIES	09/18/2023	101.85	.00		
Total FASTENAL COMPANY:					101.85	.00		
FEDERATED CO-OPS INC								
1346	FEDERATED CO-OPS INC	1858961	PROPANE FOR TAR WAGON	09/05/2023	80.87	80.87	09/12/2023	
Total FEDERATED CO-OPS INC:					80.87	80.87		
FEHN INDUSTRIES LLC								
5386	FEHN INDUSTRIES LLC	210	PAINT	09/04/2023	9,937.50	9,937.50	09/26/2023	
Total FEHN INDUSTRIES LLC:					9,937.50	9,937.50		
GOODIN COMPANY								
1611	GOODIN COMPANY	5372810-00	FITTINGS	08/30/2023	45.31	45.31	09/12/2023	
Total GOODIN COMPANY:					45.31	45.31		
GOPHER STATE ONE-CALL INC								
1630	GOPHER STATE ONE-CALL INC	3080184	LOCATES	08/31/2023	161.50	161.50	09/12/2023	
Total GOPHER STATE ONE-CALL INC:					161.50	161.50		
GRADING ESCROW								
4912	GRADING ESCROW	G/E-232 LAKE	G/E 232 LAKE DR E	09/13/2023	1,500.00	1,500.00	09/26/2023	
Total GRADING ESCROW:					1,500.00	1,500.00		
GRAINGER INC, W W								
1660	GRAINGER INC, W W	9816034152	PARTS	08/24/2023	11.10	11.10	09/12/2023	
1660	GRAINGER INC, W W	9823117511	SUPPLIES	08/30/2023	17.21	17.21	09/12/2023	
1660	GRAINGER INC, W W	9837325555	WIRE	09/14/2023	707.72	707.72	09/26/2023	
Total GRAINGER INC, W W:					736.03	736.03		
HAAG, ROSE								
5257	HAAG, ROSE	SEPT2023	PAVILION CLEANING	09/14/2023	2,470.00	.00		
Total HAAG, ROSE:					2,470.00	.00		
HACH COMPANY								
1690	HACH COMPANY	13708934	CHEMICALS	08/22/2023	578.36	578.36	09/12/2023	
Total HACH COMPANY:					578.36	578.36		
HAWKINS, INC.								
1710	HAWKINS, INC.	6574485	CHEMICALS WTP	09/11/2023	2,835.05	2,835.05	09/26/2023	
1710	HAWKINS, INC.	6579220	CHEMICALS WTP	09/15/2023	20.00	.00		
Total HAWKINS, INC.:					2,855.05	2,835.05		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
HORIZON ROOFING, INC.								
5053	HORIZON ROOFING, INC.	1160	ROOF REPAIRS	09/06/2023	346.91	346.91	09/26/2023	
Total HORIZON ROOFING, INC.:					346.91	346.91		
INNOVATIVE OFFICE SOLUTIONS LLC								
5296	INNOVATIVE OFFICE SOLUTION	IN4303974	PAPER	08/25/2023	183.96	183.96	09/26/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4303974	TOILET PAPER	08/25/2023	78.70	78.70	09/26/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4314434	PD OFFICE SUPPLIES	09/07/2023	23.07	23.07	09/26/2023	
5296	INNOVATIVE OFFICE SOLUTION	IN4314456	PD OFFICE SUPPLIES	09/07/2023	58.29	58.29	09/26/2023	
Total INNOVATIVE OFFICE SOLUTIONS LLC:					344.02	344.02		
Int'l Union of Operating Eng, Local 49								
5274	Int'l Union of Operating Eng, Local	AUG23 DUES	UNION DUES	09/05/2023	320.40	320.40	09/12/2023	
Total Int'l Union of Operating Eng, Local 49:					320.40	320.40		
JOHNSON MATERIALS, INC								
5249	JOHNSON MATERIALS, INC	11813	CLASS 5	09/12/2023	207.32	207.32	09/26/2023	
Total JOHNSON MATERIALS, INC:					207.32	207.32		
JOVANOVIH, DEGE & ATHMANN PA								
4716	JOVANOVIH, DEGE & ATHMAN	26909	GENERAL	08/31/2023	337.50	337.50	09/26/2023	
4716	JOVANOVIH, DEGE & ATHMAN	26909	CANNIBIS ORDINANCE	08/31/2023	1,417.50	1,417.50	09/26/2023	
4716	JOVANOVIH, DEGE & ATHMAN	26909	REFUSE RFP	08/31/2023	157.50	157.50	09/26/2023	
4716	JOVANOVIH, DEGE & ATHMAN	26909	RELOCATION- LARSEN	08/31/2023	450.00	450.00	09/26/2023	
4716	JOVANOVIH, DEGE & ATHMAN	26909	PARKING LOT EASEMENT	08/31/2023	112.50	112.50	09/26/2023	
Total JOVANOVIH, DEGE & ATHMANN PA:					2,475.00	2,475.00		
KAZ HARDWARE & RENTAL								
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	32.99	32.99	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PD SUPPLIES	08/01/2023	4.58	4.58	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	14.14	14.14	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	17.58	17.58	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	29.28	29.28	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	69.98	69.98	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	21.77	21.77	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	32.99	32.99	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	7.99	7.99	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	14.97	14.97	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	WATER SUPPLIES	08/01/2023	22.98	22.98	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	1.86	1.86	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	12.98	12.98	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	WATER SUPPLIES	08/01/2023	18.16	18.16	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	4.59	4.59	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	6.99	6.99	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	22.48	22.48	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	2.04	2.04	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	WWC- 220	08/01/2023	33.75	33.75	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	4.59	4.59	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	42.99	42.99	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	.50	.50	09/27/2023	
1990	KAZ HARDWARE & RENTAL	JULY2023	PW SUPPLIES	08/01/2023	24.98	24.98	09/27/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total KAZ HARDWARE & RENTAL:					445.16	445.16		
KNIFE RIVER CORPORATION								
2009	KNIFE RIVER CORPORATION	1024822	CONCRETE SEALER	08/30/2023	416.00	416.00	09/12/2023	
2009	KNIFE RIVER CORPORATION	1025584	CONCRETE	08/31/2023	230.00	230.00	09/12/2023	
2009	KNIFE RIVER CORPORATION	1029434	CONCRETE	09/19/2023	1,305.00	.00		
Total KNIFE RIVER CORPORATION:					1,951.00	646.00		
LANDWEHR CONSTRUCTION INC								
2069	LANDWEHR CONSTRUCTION I	92123	PAY ESTIMATE 2	09/21/2023	1,905,548.81	.00		
Total LANDWEHR CONSTRUCTION INC:					1,905,548.81	.00		
LMC INSURANCE TRUST -BERKLEY								
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	2,117.00	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	4,885.00	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	1,528.00	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	883.00	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	461.00	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	332.00	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	5,967.15	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	15,933.62	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	2,112.13	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	8,417.39	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	3,787.12	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	11,249.59	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	1,863.85	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	12,190.35	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	5,591.55	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	39.61	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	2,509.65	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	1,623.00	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	1,623.00	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	1,623.00	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	1,623.00	.00		
2103	LMC INSURANCE TRUST -BERK	2023 COMP IN	2023 COMP INSURANCE	09/26/2023	1,623.00	.00		
Total LMC INSURANCE TRUST -BERKLEY:					87,983.01	.00		
MAPLE LAKE LUMBER COMPANY								
2260	MAPLE LAKE LUMBER COMPAN	237742	ATTC MAINTENANCE	08/22/2023	728.08	728.08	09/26/2023	
2260	MAPLE LAKE LUMBER COMPAN	239093	LUMBER	09/18/2023	337.28	.00		
2260	MAPLE LAKE LUMBER COMPAN	239180	SUPPLIES	09/19/2023	13.27	.00		
2260	MAPLE LAKE LUMBER COMPAN	239181	CREDIT	09/19/2023	107.80-	.00		
2260	MAPLE LAKE LUMBER COMPAN	239411	TRAINING BURN	09/22/2023	487.42	.00		
2260	MAPLE LAKE LUMBER COMPAN	239412	TRAINING BURN	09/22/2023	64.30-	.00		
Total MAPLE LAKE LUMBER COMPANY:					1,393.95	728.08		
METERING & TECHNOLOGY SOLUTIONS								
5080	METERING & TECHNOLOGY SO	INV3218	WATER METER	08/25/2023	478.06	478.06	09/12/2023	
Total METERING & TECHNOLOGY SOLUTIONS:					478.06	478.06		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
METRO WEST INSPECTION SERVICES								
2375	METRO WEST INSPECTION SE	3816	PERMIT 22-0073 - 1004 BAY CIR	08/30/2023	59.40	59.40	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 22-0144 - 280 BASSWO	08/30/2023	27.50	27.50	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 22-0201 - 240 LAKE DR	08/30/2023	59.40	59.40	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0040 - 125 OAK AVE	08/30/2023	483.04	483.04	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0043 - 280 BASSWO	08/30/2023	25.00	25.00	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0050 - 240 LAKE DR	08/30/2023	25.00	25.00	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0065 - 625 PLEASAN	08/30/2023	27.50	27.50	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0067 - 580 KNOLLW	08/30/2023	130.35	130.35	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0071 - 350 EXCELSI	08/30/2023	34.65	34.65	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0078 - 325 CHESTN	08/30/2023	50.00	50.00	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0087 - 410 EXCELSI	08/30/2023	50.00	50.00	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0095 - 270 PARK ST	08/30/2023	145.20	145.20	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0108 - 28 WILLOW D	08/30/2023	70.95	70.95	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0110 - 230 CHESTN	08/30/2023	25.00	25.00	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0111 - 78 PRIMROSE	08/30/2023	50.00	50.00	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0113 - 1120 MORRIS	08/30/2023	25.00	25.00	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0115 - 510 PLEASAN	08/30/2023	70.95	70.95	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0124 - 360 LAKE DR	08/30/2023	50.00	50.00	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0125 - 600 LAKE DR	08/30/2023	25.00	25.00	09/27/2023	
2375	METRO WEST INSPECTION SE	3816	PERMIT 23-0126 - 1280 CYPRES	08/30/2023	50.00	50.00	09/27/2023	
Total METRO WEST INSPECTION SERVICES:					1,483.94	1,483.94		
MID-MINNESOTA HOT MIX INC								
2420	MID-MINNESOTA HOT MIX INC	2430	ASPHALT	09/07/2023	3,782.79	3,782.79	09/26/2023	
2420	MID-MINNESOTA HOT MIX INC	2433	ASPHALT	09/13/2023	532.07	532.07	09/26/2023	
Total MID-MINNESOTA HOT MIX INC:					4,314.86	4,314.86		
MINI BIFF LLC								
2510	MINI BIFF LLC	A-143652	MINI BIFF	09/10/2023	65.02	65.02	09/26/2023	
2510	MINI BIFF LLC	A-143997	MINNI BIFFS	09/20/2023	106.08	106.08	09/26/2023	
2510	MINI BIFF LLC	A-144004	MINNI BIFFS	09/20/2023	106.08	106.08	09/26/2023	
2510	MINI BIFF LLC	A-144017	MINNI BIFFS	09/20/2023	106.08	106.08	09/26/2023	
2510	MINI BIFF LLC	A-144029	MINNI BIFFS	09/20/2023	106.08	106.08	09/26/2023	
Total MINI BIFF LLC:					489.34	489.34		
MINNESOTA COMPUTER SYSTEMS INC								
2525	MINNESOTA COMPUTER SYST	379336	MONTHLY PAYMENT - PD PRIN	09/05/2023	26.68	26.68	09/26/2023	
Total MINNESOTA COMPUTER SYSTEMS INC:					26.68	26.68		
MN DEED - BCD								
2572	MN DEED - BCD	OCT23	LOAN REPAYMENT - EA SWEEN	10/01/2023	1,607.15	1,607.15	09/26/2023	
Total MN DEED - BCD:					1,607.15	1,607.15		
MN DEPT. OF REVENUE								
2599	MN DEPT. OF REVENUE	AUG23	SALES & USE - ADMIN	09/18/2023	138.14	138.14	09/18/2023	
2599	MN DEPT. OF REVENUE	AUG23	SALES & USE - PD	09/18/2023	1.38	1.38	09/18/2023	
2599	MN DEPT. OF REVENUE	AUG23	SALES - WATER	09/18/2023	949.86	949.86	09/18/2023	
2599	MN DEPT. OF REVENUE	AUG23	SALES - SOLID	09/18/2023	1,293.62	1,293.62	09/18/2023	
Total MN DEPT. OF REVENUE:					2,383.00	2,383.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
NCPERS GROUP LIFE INS								
4752	NCPERS GROUP LIFE INS	994901092023	INSURANCE	08/01/2023	16.00	16.00	09/12/2023	
4752	NCPERS GROUP LIFE INS	994901102023	INSURANCE	09/01/2023	16.00	16.00	09/26/2023	
Total NCPERS GROUP LIFE INS:					32.00	32.00		
NEW LANE FINANCE								
5185	NEW LANE FINANCE	71385-10/09/2	CITY HALL	09/12/2023	81.67	81.67	09/26/2023	
5185	NEW LANE FINANCE	71385-10/09/2	PD PHONE	09/12/2023	81.66	81.66	09/26/2023	
5185	NEW LANE FINANCE	71385-10/09/2	DMV PHONE	09/12/2023	81.67	81.67	09/26/2023	
Total NEW LANE FINANCE:					245.00	245.00		
NORTH CENTRAL INTERNATIONAL, LLC								
5198	NORTH CENTRAL INTERNATIO	X225013104:0	PARTS	09/08/2023	63.05	63.05	09/26/2023	
Total NORTH CENTRAL INTERNATIONAL, LLC:					63.05	63.05		
OMANN BROTHERS PAVING INC								
4659	OMANN BROTHERS PAVING IN	17376	ASPHALT	08/30/2023	1,244.47	1,244.47	09/12/2023	
4659	OMANN BROTHERS PAVING IN	17412	AC FINES	09/06/2023	225.00	225.00	09/26/2023	
4659	OMANN BROTHERS PAVING IN	17430	ASPHALT	09/07/2023	226.80	226.80	09/26/2023	
4659	OMANN BROTHERS PAVING IN	17445	AC FINES	09/11/2023	225.90	225.90	09/26/2023	
4659	OMANN BROTHERS PAVING IN	17462	AC FINES	09/13/2023	180.00	180.00	09/26/2023	
4659	OMANN BROTHERS PAVING IN	17474	AC FINES	09/14/2023	225.00	225.00	09/26/2023	
Total OMANN BROTHERS PAVING INC:					2,327.17	2,327.17		
POMPS TIRE SERVICE INC								
2946	POMPS TIRE SERVICE INC	2390005867	TIRES	09/15/2023	1,434.32	1,434.32	09/26/2023	
Total POMPS TIRE SERVICE INC:					1,434.32	1,434.32		
Potentia MN Solar Fund 1, LLC								
5074	Potentia MN Solar Fund 1, LLC	JUL23 BILL PE	STREET LIGHTS	08/01/2023	36.00	.00		
5074	Potentia MN Solar Fund 1, LLC	JUL23 BILL PE	FIRE HALL	08/01/2023	602.32	.00		
5074	Potentia MN Solar Fund 1, LLC	JUL23 BILL PE	PARK ELECTRIC	08/01/2023	324.11	.00		
5074	Potentia MN Solar Fund 1, LLC	JUL23 BILL PE	WTP	08/01/2023	4,908.71	.00		
5074	Potentia MN Solar Fund 1, LLC	JUL23 BILL PE	SEWER L/S	08/01/2023	1,288.55	.00		
5074	Potentia MN Solar Fund 1, LLC	JUL23 BILL PE	CEMETERY ELECTRIC	08/01/2023	36.00	.00		
5074	Potentia MN Solar Fund 1, LLC	JUL23 BILL PE	CITY HALL	08/01/2023	1,892.48	.00		
Total Potentia MN Solar Fund 1, LLC:					9,088.17	.00		
PREFERRED CONTROLS CORP								
4961	PREFERRED CONTROLS CORP	4780	CONTROLS REPAIR	08/31/2023	1,424.30	1,424.30	09/26/2023	
Total PREFERRED CONTROLS CORP:					1,424.30	1,424.30		
SAMUELSON PEST CONTROL LLC								
4875	SAMUELSON PEST CONTROL L	18473	PEST CONTROL - CITY HALL	09/15/2023	275.00	.00		
Total SAMUELSON PEST CONTROL LLC:					275.00	.00		
SHARETECH								
5331	SHARETECH	14878	ADMIN MONTHLY CONTRACT- 1	09/08/2023	166.50	166.50	09/26/2023	
5331	SHARETECH	14878	DMV MONTHLY CONTRACT- 15	09/08/2023	166.50	166.50	09/26/2023	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
5331	SHARETECH	14878	FD MONTHLY CONTRACT- 20%	09/08/2023	221.99	221.99	09/26/2023	
5331	SHARETECH	14878	PD MONTHLY CONTRACT- 40%	09/08/2023	443.99	443.99	09/26/2023	
5331	SHARETECH	14878	PW MONTHLY CONTRACT- 10%	09/08/2023	110.99	110.99	09/26/2023	
5331	SHARETECH	14878	ADMIN SERVICE CALL	09/08/2023	82.50	82.50	09/26/2023	
5331	SHARETECH	14878	DMV SERVICE CALL	09/08/2023	247.50	247.50	09/26/2023	
Total SHARETECH:					1,439.97	1,439.97		
SHERWIN-WILLIAMS CO								
5388	SHERWIN-WILLIAMS CO	1726-2	PAINT	07/17/2023	943.75-	943.75-	09/26/2023	
5388	SHERWIN-WILLIAMS CO	3433-3	PAINT	09/22/2023	168.95	168.95	09/26/2023	
5388	SHERWIN-WILLIAMS CO	5571-3	PAINT SUPPLIES	06/27/2023	685.42	685.42	09/26/2023	
5388	SHERWIN-WILLIAMS CO	722-2	PAINT	06/05/2023	1,937.00	1,937.00	09/26/2023	
5388	SHERWIN-WILLIAMS CO	999-6	PAINT	06/15/2023	506.85	506.85	09/26/2023	
Total SHERWIN-WILLIAMS CO:					2,354.47	2,354.47		
SOK'S RAPID CAR WASH								
4021	SOK'S RAPID CAR WASH	269-1384	PD SQUAD WASHES	09/01/2023	46.00	46.00	09/12/2023	
Total SOK'S RAPID CAR WASH:					46.00	46.00		
STAMEY, STEPHANIE								
5389	STAMEY, STEPHANIE	92223	MILEAGE & PARKING	09/22/2023	41.25	41.25	09/26/2023	
Total STAMEY, STEPHANIE:					41.25	41.25		
TAFT STETTINIUS & HOLLISTER LLP								
5181	TAFT STETTINIUS & HOLLISTER	6131519	BOND COUNCIL	09/13/2023	9,500.00	9,500.00	09/26/2023	
Total TAFT STETTINIUS & HOLLISTER LLP:					9,500.00	9,500.00		
TRUGREEN								
5203	TRUGREEN	183112901	LAWN SERVICE	09/13/2023	109.58	109.58	09/26/2023	
Total TRUGREEN:					109.58	109.58		
USA BLUE BOOK								
4356	USA BLUE BOOK	INV00129091	CHEMICALS	09/11/2023	170.98	170.98	09/26/2023	
Total USA BLUE BOOK:					170.98	170.98		
UTILITY CONSULTANTS INC								
4365	UTILITY CONSULTANTS INC	117253	COLIFORM- TESTING	08/28/2023	92.40	92.40	09/12/2023	
Total UTILITY CONSULTANTS INC:					92.40	92.40		
UTILITY REFUNDS								
4871	UTILITY REFUNDS	UTILref- ZIESK	OVERPAY REFUND-721 MORRI	09/12/2023	40.96	40.96	09/12/2023	
Total UTILITY REFUNDS:					40.96	40.96		
W S B								
5385	W S B	R-023041-000-	GENERAL	09/14/2023	315.00	.00		
5385	W S B	R-023042-000-	MARES APPLICATION	09/14/2023	701.25	.00		
5385	W S B	R-023042-000-	BRUGGEMANN CONCEPT	09/14/2023	948.75	.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total W S B:					1,965.00	.00		
WEST CENTRAL SANITATION INC								
4481	WEST CENTRAL SANITATION IN	12875553	RECYCLING	08/31/2023	4,279.75	4,279.75	09/26/2023	
4481	WEST CENTRAL SANITATION IN	12875553	REFUSE	08/31/2023	10,999.60	10,999.60	09/26/2023	
Total WEST CENTRAL SANITATION INC:					15,279.35	15,279.35		
WEX BANK								
5273	WEX BANK	91729320	PD FUEL	09/07/2023	2,671.57	2,671.57	09/26/2023	
5273	WEX BANK	91729338	MOTOR FUELS	09/08/2023	567.29	567.29	09/26/2023	
Total WEX BANK:					3,238.86	3,238.86		
WINDSTREAM								
4495	WINDSTREAM	SEP23-LIFT	L/S PHONE	09/06/2023	254.94	254.94	09/12/2023	
4495	WINDSTREAM	SEP23-WATER	320-274-2793	09/06/2023	39.59	39.59	09/12/2023	
Total WINDSTREAM:					294.53	294.53		
WM CORPORATE SERVICES INC AS PYMT AGENT								
5326	WM CORPORATE SERVICES IN	7827625-1593-	DUMPSTER- 74 OAK	09/06/2023	98.02	98.02	09/26/2023	
Total WM CORPORATE SERVICES INC AS PYMT AGENT:					98.02	98.02		
WRIGHT COUNTY RECORDER								
4535	WRIGHT COUNTY RECORDER	92523-KG	NOTARY - COUNTY FILING FEE	09/25/2023	20.00	20.00	09/26/2023	
Total WRIGHT COUNTY RECORDER:					20.00	20.00		
WRIGHT-HENNEPIN COOPERATIVE								
4548	WRIGHT-HENNEPIN COOPERA	35030759092	L/S 1255 BUSINESS BLVD	09/11/2023	22.69	22.69	09/26/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030759092	TC SECURITY	09/11/2023	20.95	20.95	09/26/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030759092	CITY HALL SECURITY	09/11/2023	20.95	20.95	09/26/2023	
4548	WRIGHT-HENNEPIN COOPERA	35030759092	STREET LIGHTS	09/11/2023	142.30	142.30	09/26/2023	
Total WRIGHT-HENNEPIN COOPERATIVE:					206.89	206.89		
XCEL ENERGY								
4559	XCEL ENERGY	843659261	ACCOUNT 51-6024518-1	09/06/2023	610.13	610.13	09/26/2023	
Total XCEL ENERGY:					610.13	610.13		
Grand Totals:					2,180,109.21	169,366.13		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
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Dated: _____

Mayor: _____
Shelly Jonas

City Council: _____
Tina Honsey

JT Grundy

Corey Czycalla

Matthew Wuollet

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.GL Account = "001"-"699"



City Council Agenda

October 2, 2023

Agenda Section: Consent

Agenda No. 6B

Report From: Kelly Hinnenkamp, Admin

Agenda Item: Department Reports

Core Strategy:

- | | |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement | <input type="checkbox"/> Provide Proactive Leadership |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment | <input type="checkbox"/> Other: Compliance |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

The following Department Reports are presented for approval:

- Police Department Report - None
- Financial Report - August
- Fire Report- None
- DMV Report- None

Recommended Action

Approve Department Reports

Attachments:

Reports

**CITY OF ANNANDALE
COMBINED CASH INVESTMENT
AUGUST 31, 2023**

COMBINED CASH ACCOUNTS

001-10101	CASH	2,201,866.81
001-10103	NORTHLAND SECURITIES	114,183.09
001-10104	ICD INVESTMENTS	1,074,485.15
001-10105	4M INVESTMENTS	41,610.62
001-10107	LAKE CENTRAL BANK CD	252,890.18
001-10108	LPL FINANCIAL INVESTMENTS	1,467,859.84
		<hr/>
	TOTAL COMBINED CASH	5,152,895.69

NON-ALLOCATED CASH

	TOTAL COMBINED CASH	5,152,895.69
001-10100	CASH ALLOCATED TO OTHER FUNDS	(5,152,895.69)
		<hr/>
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

101	ALLOCATION TO GENERAL FUND	2,214,949.58
102	ALLOCATION TO DEPUTY REGISTRAR/MOTOR VEHICLE	294,308.01
103	ALLOCATION TO GENERAL FUND	52,724.09
211	ALLOCATION TO LIBRARY FUND	(7,930.00)
222	ALLOCATION TO CHARITABLE GAMBLING FUND	11,759.07
330	ALLOCATION TO PFA BONDS-2004-WTP	(199,107.61)
332	ALLOCATION TO GO IMP BONDS 2008B (MAPLE)	(32,643.97)
333	ALLOCATION TO GO IMP BONDS 2008A (CITY HALL)	(5,402.86)
334	ALLOCATION TO PUMPER TRUCK BOND	(17,087.65)
336	ALLOCATION TO GO IMPR BOND 2011B-REFUNDING	17,846.86
337	ALLOCATION TO GO REFUNDING BOND 2012A	50,023.90
339	ALLOCATION TO TIF #14 - 2019 A SERIES	13,367.12
340	ALLOCATION TO GO REFUNDING BOND 2019B	154,398.05
341	ALLOCATION TO GO TEMPORARY IMP BOND 2020A	(448,624.93)
342	ALLOCATION TO GO IMPROVEMENT BOND 2020B	130,478.90
343	ALLOCATION TO GO EQUIPMENT BOND 2022A	37,869.68
344	ALLOCATION TO 2023A REVENUE BOND	2,816,130.00
345	ALLOCATION TO 2023B IMPROVEMENT NOTE	16,610.64
402	ALLOCATION TO FIREFIGHTER RELIEF DONATIONS	111,926.71
407	ALLOCATION TO ECONOMIC DEVELOPMENT FUND	(98,219.05)
408	ALLOCATION TO MIF FUND	26,091.28
409	ALLOCATION TO SMALL CITIES DEV PROGRAM	34,569.43
411	ALLOCATION TO TIF #6 - COTTAGES OF ANNANDALE	(86.01)
423	ALLOCATION TO TIF DISTRICT # - DINGMANN	(6,873.27)
425	ALLOCATION TO RECREATION PARK	32,784.86
460	ALLOCATION TO PARK FUND	782.00
461	ALLOCATION TO WATER EXPANSION FUND	461,334.04
462	ALLOCATION TO SEWER EXPANSION FUND	348,659.15
463	ALLOCATION TO STORMWATER FUND	15,878.94
464	ALLOCATION TO LIONS DONATION FUND	283,661.46
465	ALLOCATION TO TIF DISTRICT #14 - PINTAIL APT	85,043.21
466	ALLOCATION TO 2020 IMP PROJECT	52,253.70

CITY OF ANNANDALE
COMBINED CASH INVESTMENT
AUGUST 31, 2023

468	ALLOCATION TO TIF DISTRICT #15 - CARE CENTER	(2,357.27)
470	ALLOCATION TO FUND 470	(364,664.52)
471	ALLOCATION TO LAKE JOHN UTILITY EXTENSION	(1,866,424.28)
472	ALLOCATION TO HWY 55 IMPROVEMENTS	(116,718.86)
493	ALLOCATION TO STREET MAINTENANCE CAPITAL		141,394.46
494	ALLOCATION TO STREET CAPITAL OUTLAY FUND		134,410.65
495	ALLOCATION TO PUBLIC WORKS/STREET EQUIP FUND		212,759.63
496	ALLOCATION TO FIRE EQUIPMENT FUND		93,738.42
497	ALLOCATION TO POLICE EQUIPMENT FUND		2,194.20
498	ALLOCATION TO BUILDING CAPITAL OUTLAY FUND		129,338.63
601	ALLOCATION TO WATER FUND		370,340.68
602	ALLOCATION TO SEWER FUND		185,870.46
603	ALLOCATION TO REFUSE/RECYCLING FUND		22,939.85
604	ALLOCATION TO TRAINING CENTER OPERATIONS	(229,174.01)
605	ALLOCATION TO STORM UTILITY FUND		36,972.96
651	ALLOCATION TO CEMETERY FUND	(45,200.64)
<hr/>			
	TOTAL ALLOCATIONS TO OTHER FUNDS		5,152,895.69
	ALLOCATION FROM COMBINED CASH FUND - 001-10100	(5,152,895.69)
<hr/>			
	ZERO PROOF IF ALLOCATIONS BALANCE		.00
<hr/> <hr/>			

CITY OF ANNANDALE
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2023

FUND 101 - GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
TAXES	1,300.38	833,097.91	1,505,315.00	(672,217.09)	55.34
LICENSES & PERMITS	35,691.21	108,686.89	77,850.00	30,836.89	139.61
INTERGOVERNMENTAL REVENUES	12,426.50	308,108.00	659,003.00	(350,895.00)	46.75
PUBLIC CHARGES FOR SERVICE	48,902.28	184,192.47	275,565.00	(91,372.53)	66.84
FINES & FORFEITURES	1,421.48	10,148.93	12,200.00	(2,051.07)	83.19
MISCELLANEOUS REVENUE	11,282.39	94,177.31	43,000.00	51,177.31	219.02
OTHER FINANCING SOURCES	.00	.00	30,000.00	(30,000.00)	.00
TOTAL FUND REVENUE	111,024.24	1,538,411.51	2,602,933.00	(1,064,521.49)	59.10
EXPENDITURES					
LEGISLATIVE	2,991.52	29,305.21	42,829.25	13,524.04	68.42
ELECTIONS	.00	661.93	525.00	(136.93)	126.08
PLANNING AND ZONING	1,006.93	12,845.46	6,402.25	(6,443.21)	200.64
ADMINISTRATION	31,568.41	235,266.90	297,747.99	62,481.09	79.02
ASSESSOR	.00	26,240.00	24,250.00	(1,990.00)	108.21
DEPARTMENT 416	.00	.00	.00	.00	.00
DEPUTY REGISTRAR	.00	.00	.00	.00	.00
CITY HALL	29,476.35	69,650.53	56,610.57	(13,039.96)	123.03
DEPARTMENT 420	.00	.00	.00	.00	.00
POLICE	69,132.93	541,072.75	825,600.63	284,527.88	65.54
FIRE	2,850.14	144,263.74	247,114.07	102,850.33	58.38
BUILDING INSPECTOR	6,032.04	66,288.11	70,922.10	4,633.99	93.47
CIVIL DEFENSE	.00	.00	400.00	400.00	.00
ANIMAL CONTROL	.00	.00	550.00	550.00	.00
PUBLIC WORKS	18,933.08	151,224.14	213,288.14	62,064.00	70.90
STREETS	22,921.98	172,873.25	272,921.65	100,048.40	63.34
DEPARTMENT 441	.00	.00	.00	.00	.00
PARKS COMMISSION	145.29	2,834.70	3,512.23	677.53	80.71
PARKS	16,181.16	83,108.20	140,920.85	57,812.65	58.98
LIBRARY	928.64	9,256.33	18,448.57	9,192.24	50.17
TIF & CAPITAL PROJECT FUNDS	.00	.00	.00	.00	.00
DEPARTMENT 492	.00	.00	.00	.00	.00
TRANSFERS OUT	.00	.00	393,090.00	393,090.00	.00
TOTAL FUND EXPENDITURES	202,168.47	1,544,891.25	2,615,133.30	1,070,242.05	59.08
NET REVENUE OVER EXPENDITURES	(91,144.23)	(6,479.74)	(12,200.30)	5,720.56	(53.11)

Aug-23

DATE	BROKER	INVESTMENT	CUSIP #	INT RATE	TERM	MATURITY DATE	Cost Basis Value	Current Period Paid Earnings	Current Year Paid Earnings
MONEY MARKET									
	ICD			0.40%			\$ 170,738.70	\$ 100.80	\$ 9,804.02
	LAKE CENTRAL CHECKING			0.50%			\$ 2,201,762.65	\$ 2,346.85	\$ 14,668.36
	NORTHLAND SECURITIES			VARIES			\$ 3,729.21	\$ 14.18	\$ 2,678.89
	LPL Financial			VARIES			\$ 275,828.24	\$ 723.98	\$ 23,396.18
	Lake Central CD			4.00%			\$ 2,890.18	\$ -	\$ 660.86
	4M FUND	Dividend Reinvest-average monthly rate 4.683%		VARIES	LIQUID	N/A	\$ 38,763.42	\$ 172.06	\$ 1,219.79
	4M PLUS FUND	Dividend Reinvest -average montly rate 4.686%		VARIES	LIQUID	N/A	\$ 2,847.20	\$ 12.71	\$ 90.43
				(TOTAL 4M PLUS)			\$ 41,610.62	\$ 184.77	\$ 1,310.22
Money Market Total							\$ 2,696,559.60	\$ 3,370.58	\$ 52,518.53
SHORT,MID & LONG TERM INVESTMENTS									
PURCHASE DATE	BROKER	INVESTMENT	CUSIP #	INT RATE	TERM	MATURITY DATE	Cost Basis Value	Total	
10/20/2022	NORTHLAND SECURIT	Bank Hapoalium, B M New York	06251A-4V-9	4.75%	18 mos	5/6/2024	\$ 111,000.00	\$	111,000.00
7/20/2022	Lake Central Bank CD	Annandale, MN		3.5000%	12 mos	7/20/2024	\$ 250,000.00	\$	250,000.00
7/25/2022	ICD	Ally Bank Midvale, UT	02007GWW9	3.35%	24 mos	7/28/2025	\$ 200,000.00		
10/28/2021	ICD	Synchrony Bank, Draper, UT	87164WFF29	0.50%	24 mos	11/6/2023	\$ 114,000.00		
7/29/2020	ICD	BMO Harris, Chicago, IL	05600XAN0	0.55%	4 yrs	7/29/2024	\$ 250,000.00		
6/24/2021	ICD	Texas Exchange Bank, Crowley TX	88241TLK4	0.50%	3 yrs	7/9/2024	\$ 101,000.00		
3/24/2021	ICD	BMW Bank of Amer, Salt Lake City, UT	05580AZD9	0.45%	3 yrs	3/26/2024	\$ 178,000.00		
12/27/2021	ICD	State Bank of India, New York, NY	856285B59	1.40%	5 yrs	12/30/2026	\$ 101,000.00	\$	944,000.00
12/22/2022	LPL Financial	Ally Bank, MidVale, UT	02007GQA4	2.65%		4/29/2024	\$ 250,000.00		
12/22/2022	LPL Financial	Barclays Bank DE, DE	06740KRG4	4.90%		11/18/2024	\$ 250,000.00		
12/22/2022	LPL Financial	Capital One NA, Mclean, VA	14042RSH5	3.30%		7/1/2024	\$ 100,000.00		
12/22/2022	LPL Financial	Manufacturers & Traders, Buffalo, NY	564759RK6	4.85%		6/17/2024	\$ 250,000.00		
12/22/2022	LPL Financial	PNC Bank NA, Wilmington, DE	69355NBZ7	4.50%		12/28/2023	\$ 175,000.00		
12/22/2022	LPL Financial	Wells Fargo Bank NA, Sioux Falls, SD	9497634U7	4.70%		12/22/2023	\$ 175,000.00	\$	1,200,000.00
Investments Total							\$ 2,505,000.00	\$	2,505,000.00
MM & Investments Total							\$ 5,201,559.60		
Interest							\$ 3,370.58		
Total							\$ 5,204,930.18		



City Council Agenda

September 11, 2023

Agenda Section: Consent

Agenda No. 6C

Report From: Chief Standafer

Agenda Item: Special Events

Core Strategy:

- ☒ Inspire Community Engagement
- ☐ Increase Operational Effectiveness
- ☒ Enhance Local Business Environment
- ☐ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☒ Ensure Safe/Well Kept Community
- ☐ Other: Compliance

Background

Attached are the Special Event Applications

Recommended Action

Motion to approve as presented

Attachments:

Application



ANNANDALE POLICE DEPARTMENT

Special Event Application

Name: Spilled Grain Brewhouse Home Phone: 320-274-1129
Address: 300 Elm St E Fax Number: spilledgrain@gmail.com
City, State, Zip: Annandale, mn 55302 Email Address: ✓
Event Name: Go For the Grain fun run Event Date: Sun, Oct ~~30th~~ 29th
Set up time: 9am Event time (start end): 10am-11am Estimated # of participants: 50
Event Description: a fun run starting & ending at Spilled Grain

Serving alcohol and/or food? ☒ Yes/no Business/liquor License holder: Spilled Grain
Contact person: Anastacia Schnabel Phone number: 763-438-0148
Starting location (if applicable): Spilled Grain Brewhouse
Ending location (if applicable): Spilled Grain Brewhouse

Area(s) to be closed off during event (you must also supply a map of area/route to be closed off):
n/a - but will include a map of route & possible location for help w/ traffic control

Safety Procedures (ie: traffic control, event personnel, other facilities as needed, etc):
traffic control on corner of Poplar & Park (behind elementary school)

The undersigned applicant hereby agrees to the Annandale Police Departments requirements and holds harmless APD for any acts resulting from the negligence of his/her organizers, participants or any spectators.

Signed: [Signature] Date: 10-5-22

OFFICE USE ONLY - ANNANDALE POLICE DEPARTMENT

Number of cars required: 0 Number of officers required: 0 x \$40/hour = \$0

APD comments: None

APD approval signature: [Signature]

Date: 9-27-23

City Council approval (if applicable) ☒ yes/no

Date: _____



City Council Agenda

October 2, 2023

Agenda Section: Consent

Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 6D

Agenda Item: Resolution Declaring PERA
Eligibility- Officer Lisic

Core Strategy:

- ☐ Inspire Community Engagement
- ☐ Increase Operational Effectiveness
- ☐ Enhance Local Business Environment
- ☐ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☒ Ensure Safe/Well Kept Community
- ☒ Other: Compliance

Background

PT Officer Lisic is eligible for PERA benefits. Attached is a resolution required by PERA.

Recommended Action

Motion to approve as presented

Attachments:

Resolution

RESOLUTION

23-__

Councilmember ____ introduced the following resolution and moved for its adoption:

RESOLUTION DECLARING PERA ELIGIBILITY FOR PART TIME POLICE OFFICER (Lisic)

WHEREAS, the policy of the State of Minnesota as declared in Minnesota Statutes 353.63 is to give special consideration to employees who perform hazardous work and devote their time and skills to protecting the property and personal safety of others; and

WHEREAS, Minnesota Statutes Section 353.64 permits governmental subdivisions to request coverage in the Public Employees Police and Fire plan for eligible employees of police departments whose position duties meet the requirements stated therein and listed below.

BE IT RESOLVED that the City of Annandale, hereby declares that the position titled part-time Police Officer, currently held by Matthew Lisic, meets all of the following Police and Fire membership requirements:

1. Said position requires a license by the Minnesota peace officer standards and training board under sections 626.84 to 626.863 and this employee is so licensed;
2. Said position's primary (over 50%) duty is to enforce the general criminal laws of state;
3. Said position charges this employee with the prevention and detection of crime;
4. Said position gives this employee the full power of arrest, and
5. Said position is assigned to a designated police or sheriff's department.

BE IT FURTHER RESOLVED that this governing body hereby requests that the above named employee be accepted as a member of the Public Employees Police and Fire Plan effective the date of this employee's initial Police and Fire salary deduction by the governmental subdivision.

The foregoing resolution was duly seconded by Councilmember __, upon a vote being taken thereon, the following members voted in favor thereof: __; the following members voted against: none; the following members abstained: none; the following members were absent: __.

WHEREUPON, said resolution was declared duly passed and adopted this 2nd day of October, 2023.

City Clerk



City Council Agenda

October 2, 2023

Agenda Section: Consent

Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 6E

Agenda Item: Closure of Oak Avenue- Chamber
Halloween Event

Core Strategy:

- ☒ Inspire Community Engagement
- ☐ Increase Operational Effectiveness
- ☒ Enhance Local Business Environment
- ☐ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☒ Ensure Safe/Well Kept Community
- ☐ Other: Compliance

Background

The Chamber is planning their annual Halloween Trick or Treating event in Downtown. The event will be held on Tuesday, October 31, 2023 from 3:00-5:00pm. The Chamber is requesting the City close Oak Avenue from Highway 55 to Birch Street and provide public safety services similar to prior years.

Recommended Action

Motion to approve as presented

Attachments:

None



City Council Agenda

October 2, 2023

Agenda Section: Consent

Agenda No. 6F

Report From: Kelly Hinnenkamp, City
Administrator

Agenda Item: Employment Anniversary/Steps

Core Strategy:

- | | |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement | <input type="checkbox"/> Provide Proactive Leadership |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment | <input type="checkbox"/> Other: Compliance |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |
-

Background

The following Anniversaries/Step Increases are scheduled for June 2023:

- Vicki Jarmon- 18 years (8-PT and 10-FI)
- Suzie Dimaggio-Boom- 4 years (1-PT and 3-FI)

Recommended Action

Motion to approve as presented

Attachments:

None



City Council Agenda

August 14, 2023

Agenda Section: Consent

Agenda No. 6E

Report From: Kelly Hinnenkamp, City
Administrator

Agenda Item: Pay Estimates

Core Strategy:

- ☐ Inspire Community Engagement
- ☐ Increase Operational Effectiveness
- ☐ Enhance Local Business Environment
- ☐ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☐ Ensure Safe/Well Kept Community
- ☒ Other: Compliance

Background

Attached are Pay Estimate #2- Hemlock Improvements

Recommended Action

Motion to approve as presented

Attachments:

Pay Estimates



**BOLTON
& MENK**

Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

September 21, 2023

Kelly Hinnenkamp
City Administrator
City of Annandale
P.O. Box K
Annandale, MN 55302

RE: TH 24/Hemlock Roundabout Project
City of Annandale, Minnesota
BMI Project No.: OW1.123025

Dear Kelly:

Please find enclosed Payment Estimate No. 2 for the above referenced project. The estimate includes all work completed through September 1st, 2023. We have reviewed the estimate and recommend approval. If you agree, please sign and date three copies and return one with payment to Landwehr Construction, Inc. and one to me for our files.

If you have any questions on the above, please call.

Sincerely,

Bolton & Menk, Inc.

Jared Voge, P.E.
City Engineer

Enclosures

Contractor's Application for Payment

Owner: <u>City of Annandale</u>	Owner's Project No.: _____
Engineer: <u>Bolton & Menk, Inc.</u>	Engineer's Project No.: <u>0W1.123025</u>
	<u>S.P. No. 8611-30, S.P. 086-</u>
	<u>596-004 MINN. PROJ. NO.</u>
Contractor: <u>Landwehr Construction Inc.</u>	Agency's Project No.: <u>HIP-CDS 8623 (220)</u>
Project: <u>T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project</u>	
Contract: _____	
Application No.: <u>2</u>	Application Date: _____
Application Period: <u>From</u> <u>7/30/2023</u> <u>to</u> <u>9/1/2023</u>	

1. Original Contract Price	\$	2,872,232.36
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	2,872,232.36
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	2,803,665.30
5. Retainage		
a. <u>5%</u> X <u>\$ 2,803,665.30</u> Work Completed	\$	140,183.27
b. _____ X <u>\$ -</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	140,183.27
6. Amount eligible to date (Line 4 - Line 5.c)	\$	2,663,482.03
7. Less previous payments	\$	757,933.22
8. Amount due this application	\$	1,905,548.81
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	68,567.06

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: <u>Landwehr Construction Inc</u>	
Signature: <u>Derek Burggraf</u>	Date: <u>9-18-23</u>
Name: <u>Derek Burggraf</u>	Title: <u>PM</u>

Recommended by Engineer	Approved by Owner
By: <u>Jared Voge</u>	By: _____
Name: <u>Jared Voge, P.E.</u>	Name: _____
Title: <u>City Engineer</u>	Title: _____
Date: <u>9/18/2023</u>	Date: _____

Approved by County Engineer	
By: <u>Virgil Hawkins</u>	By: _____
Name: <u>Virgil Hawkins, P.E.</u>	Name: _____
Title: <u>Wright County Highway Engineer</u>	Title: _____
Date: <u>09/20/2023</u>	Date: _____

Virgil Hawkins
cn=Virgil Hawkins, o=Wright County Highway
Department, ou, email=virgil.hawkins@co.wright.mn.us,
c=US
2023.09.20 06:48:49 -05'00'

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Annandale	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.123025
Contractor:	Landwehr Construction Inc.	Contractor's Project No.:	
Project:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project	Agency's Project No.:	S.P. No. 8611-30, S.P. 086-596-004 MINN. PROJ.
Contract:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project		NO. HIP-CDS 8623 (220)

Application No.: 2		Application Period:		From	07/30/23	to	09/01/23	Application Date:					
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract													
1	AS BUILT	1.00	LUMP SUM	9,300.00	9,300.00	-	-	-	-		-		9,300.00
2	MOBILIZATION	1.00	LUMP SUM	131,000.00	131,000.00	0.50	65,500.00	1.00	131,000.00		131,000.00	100%	-
3	REMOVE PIPE APRON	3.00	EACH	450.00	1,350.00	3.00	1,350.00	3.00	1,350.00		1,350.00	100%	-
4	REMOVE SIGN	8.00	EACH	56.00	448.00	-	-	8.00	448.00		448.00	100%	-
5	SALVAGE SIGN	1.00	EACH	225.00	225.00	-	-	1.00	225.00		225.00	100%	-
6	SALVAGE MAIL BOX SUPPORT	3.00	EACH	115.00	345.00	3.00	345.00	2.00	230.00		230.00	67%	115.00
7	SAWING CONCRETE PAVEMENT (FULL DEPTH)	6.00	LIN FT	6.50	39.00	6.00	39.00	6.00	39.00		39.00	100%	-
8	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	2,299.00	LIN FT	2.25	5,172.75	1,906.00	4,288.50	2,041.50	4,593.38		4,593.38	89%	579.37
9	REMOVE PIPE CULVERTS	133.00	LIN FT	21.50	2,859.50	138.00	2,967.00	138.00	2,967.00		2,967.00	104%	(107.50)
10	REMOVE WATER MAIN	150.00	LIN FT	20.00	3,000.00	95.00	1,900.00	95.00	1,900.00		1,900.00	63%	1,100.00
11	REMOVE CURB AND GUTTER	125.00	LIN FT	5.25	656.25	137.00	719.25	137.00	719.25		719.25	110%	(63.00)
12	REMOVE RETAINING WALL	5.00	LIN FT	61.00	305.00	5.00	305.00	8.00	488.00		488.00	160%	(183.00)
13	REMOVE FENCE	14.00	LIN FT	10.00	140.00	-	-	-	-		-		140.00
14	REMOVE CONCRETE PAVEMENT	56.00	SQ YD	17.25	966.00	55.50	957.38	55.50	957.38		957.38	99%	8.62
15	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	411.00	SQ YD	5.60	2,301.60	392.00	2,195.20	748.00	4,188.80		4,188.80	182%	(1,887.20)
16	REMOVE BITUMINOUS PAVEMENT	9,722.00	SQ YD	2.36	22,943.92	9,722.00	22,943.92	9,722.00	22,943.92		22,943.92	100%	-
17	REMOVE CONCRETE WALK	70.00	SQ FT	3.00	210.00	80.00	240.00	80.00	240.00		240.00	114%	(30.00)
18	EXCAVATION - COMMON	8,581.00	CU YD	9.10	78,087.10	8,581.00	78,087.10	8,581.00	78,087.10		78,087.10	100%	-
19	SELECT GRANULAR EMBANKMENT (CV)	4,402.00	CU YD	14.55	64,049.10	3,521.00	51,230.55	4,402.00	64,049.10		64,049.10	100%	-
20	COMMON EMBANKMENT (CV)	1,193.00	CU YD	10.56	12,598.08	-	-	1,193.00	12,598.08		12,598.08	100%	-
21	TEST ROLLING	1,860.00	ROAD STA	3.40	6,324.00	-	-	1,860.00	6,324.00		6,324.00	100%	-
22	AGGREGATE SURFACING (CV) CLASS 1	225.00	CU YD	100.00	22,500.00	-	-	231.00	23,100.00		23,100.00	103%	(600.00)
23	AGGREGATE BASE (CV) CLASS 6	1,687.00	CU YD	24.00	40,488.00	1,350.00	32,400.00	1,687.00	40,488.00		40,488.00	100%	-
24	FULL DEPTH RECLAMATION	31,103.00	SQ YD	2.56	79,623.68	-	-	31,103.00	79,623.68		79,623.68	100%	-
25	HAUL FULL DEPTH RECLAMATION (LV)	1,850.00	CU YD	8.20	15,170.00	-	-	1,850.00	15,170.00		15,170.00	100%	-
26	MILL BITUMINOUS SURFACE (2.0")	3,000.00	SQ YD	7.00	21,000.00	-	-	3,000.00	21,000.00		21,000.00	100%	-
27	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	20.00	EACH	28.00	560.00	-	-	20.00	560.00		560.00	100%	-
28	TYPE SP 12.5 NON WEARING COURSE MIXTURE (3,B)	4,931.00	TON	88.30	435,407.30	-	-	4,690.58	414,178.21		414,178.21	95%	21,229.09
29	TYPE SP 12.5 WEARING COURSE MIXTURE (3,F)	5,820.00	TON	97.25	565,995.00	-	-	5,910.00	574,747.50		574,747.50	102%	(8,752.50)
30	REINFORCEMENT BARS (EPOXY COATED)	560.00	POUND	17.89	10,018.40	-	-	136.00	2,433.04		2,433.04	24%	7,585.36
31	15" RC PIPE APRON	4.00	EACH	1,473.00	5,892.00	4.00	5,892.00	4.00	5,892.00		5,892.00	100%	-
32	30" RC PIPE APRON	1.00	EACH	2,255.00	2,255.00	1.00	2,255.00	1.00	2,255.00		2,255.00	100%	-
33	4" PERF PE PIPE DRAIN	2,621.00	LIN FT	11.95	31,320.95	2,620.00	31,309.00	2,620.00	31,309.00		31,309.00	100%	11.95
34	15" RC PIPE SEWER DESIGN 3006 CLASS III	1,208.00	LIN FT	69.00	83,352.00	1,208.00	83,352.00	1,208.00	83,352.00		83,352.00	100%	-
35	18" RC PIPE SEWER DESIGN 3006 CLASS III	186.00	LIN FT	70.00	13,020.00	186.00	13,020.00	186.00	13,020.00		13,020.00	100%	-
36	21" RC PIPE SEWER DESIGN 3006 CLASS III	26.00	LIN FT	86.00	2,236.00	26.00	2,236.00	26.00	2,236.00		2,236.00	100%	-
37	24" RC PIPE SEWER DESIGN 3006 CLASS III	326.00	LIN FT	90.30	29,437.80	326.00	29,437.80	326.00	29,437.80		29,437.80	100%	-
38	30" RC PIPE SEWER DESIGN 3006 CLASS III	50.00	LIN FT	148.00	7,400.00	59.00	8,732.00	59.00	8,732.00		8,732.00	118%	(1,332.00)
39	CONNECT TO EXISTING STORM SEWER	1.00	EACH	925.00	925.00	1.00	925.00	1.00	925.00		925.00	100%	-
40	TRENCH DRAIN	6.00	LIN FT	559.00	3,354.00	-	-	5.50	3,074.50		3,074.50	92%	279.50
41	WATERMAIN OFFSET	1.00	EACH	17,000.00	17,000.00	-	-	-	-		-		17,000.00
42	ADJUST GATE VALVE AND BOX	1.00	EACH	280.00	280.00	-	-	1.00	280.00		280.00	100%	-
43	ADJUST VALVE BOX-WATER	5.00	EACH	280.00	1,400.00	-	-	4.00	1,120.00		1,120.00	80%	280.00
44	ADJUST SPRINKER SYSTEM	132.00	LIN FT	22.00	2,904.00	-	-	150.00	3,300.00		3,300.00	114%	(396.00)
45	4" POLYSTYRENE INSULATION	122.00	SQ YD	52.75	6,435.50	128.00	6,752.00	128.00	6,752.00		6,752.00	105%	(316.50)
46	CASTING ASSEMBLY	29.00	EACH	829.00	24,041.00	-	-	29.00	24,041.00		24,041.00	100%	-
47	ADJUST FRAME AND RING CASTING	1.00	EACH	285.00	285.00	-	-	1.00	285.00		285.00	100%	-
48	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	36.00	LIN FT	613.00	22,068.00	36.00	22,068.00	36.00	22,068.00		22,068.00	100%	-
49	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	11.00	LIN FT	699.00	7,689.00	10.70	7,479.30	10.70	7,479.30		7,479.30	97%	209.70

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Annandale	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	OW1.123025
Contractor:	Landwehr Construction Inc.	Contractor's Project No.:	
Project:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project	Agency's Project No.:	S.P. No. 8611-30, S.P. 086-596-004 MINN. PROJ.
Contract:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project		NO. HIP-CDS 8623 (220)

Application No.: 2		Application Period: From 07/30/23 to 09/01/23		Application Date:									
A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Previous Estimate		Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
50	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	66.00	LIN FT	615.00	40,590.00	66.00	40,590.00	66.00	40,590.00		40,590.00	100%	-
51	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	5.00	LIN FT	1,059.00	5,295.00	5.40	5,718.60	5.40	5,718.60		5,718.60	108%	(423.60)
52	CONSTRUCT DRAINAGE STRUCTURE DESIGN 72-4020	14.00	LIN FT	1,242.00	17,388.00	8.30	10,308.60	13.70	17,015.40		17,015.40	98%	372.60
53	GEOTEXTILE FILTER TYPE 4	62.00	SQ YD	7.50	465.00	41.60	312.00	41.60	312.00		312.00	67%	153.00
54	RANDOM RIPRAP CLASS III	17.00	CU YD	117.00	1,989.00	16.00	1,872.00	16.00	1,872.00		1,872.00	94%	117.00
55	6" CONCRETE WALK	12,209.00	SQ FT	10.65	130,025.85	-	-	14,172.00	150,931.80		150,931.80	116%	(20,905.95)
56	7" CONCRETE WALK	2,686.00	SQ FT	12.85	34,515.10	-	-	2,886.00	37,085.10		37,085.10	107%	(2,570.00)
57	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	729.00	EACH	16.75	12,210.75	-	-	653.00	10,937.75		10,937.75	90%	1,273.00
58	CONCRETE CURB RAMP WALK	2,771.00	SQ FT	21.25	58,883.75	-	-	2,678.00	56,907.50		56,907.50	97%	1,976.25
59	4" CONCRETE WALK SPECIAL	1,985.00	SQ FT	22.90	45,456.50	-	-	2,014.00	46,120.60		46,120.60	101%	(664.10)
60	6" CONCRETE WALK SPECIAL	1,841.00	SQ FT	28.50	52,468.50	-	-	1,728.00	49,248.00		49,248.00	94%	3,220.50
61	CONCRETE CURB AND GUTTER DESIGN B612	389.00	LIN FT	55.89	21,741.21	350.00	19,561.50	364.50	20,371.91		20,371.91	94%	1,369.30
62	CONCRETE CURB AND GUTTER DESIGN B612 (MODIFIED)	1,463.00	LIN FT	44.72	65,425.36	1,317.00	58,896.24	1,452.00	64,933.44		64,933.44	99%	491.92
63	CONCRETE CURB AND GUTTER DESIGN B624	1,015.00	LIN FT	44.72	45,390.80	913.00	40,829.36	1,042.00	46,598.24		46,598.24	103%	(1,207.44)
64	CONCRETE CURB AND GUTTER DESIGN R424	225.00	LIN FT	89.42	20,119.50	202.00	18,062.84	228.00	20,387.76		20,387.76	101%	(268.26)
65	CONCRETE CURB AND GUTTER DESIGN S512 (MODIFIED)	1,467.00	LIN FT	45.00	66,015.00	1,320.00	59,400.00	1,420.00	63,900.00		63,900.00	97%	2,115.00
66	CONCRETE CURB AND GUTTER DESIGN S524	1,104.00	LIN FT	45.00	49,680.00	994.00	44,730.00	1,131.00	50,895.00		50,895.00	102%	(1,215.00)
67	CONCRETE MEDIAN	847.00	SQ YD	95.47	80,863.09	-	-	650.00	62,055.50		62,055.50	77%	18,807.59
68	CONCRETE SILL	761.00	LIN FT	22.00	16,742.00	-	-	755.00	16,610.00		16,610.00	99%	132.00
69	8" CONCRETE VALLEY GUTTER	43.00	SQ YD	167.00	7,181.00	-	-	30.00	5,010.00		5,010.00	70%	2,171.00
70	TRUNCATED DOMES	343.00	SQ FT	68.00	23,324.00	-	-	364.00	24,752.00		24,752.00	106%	(1,428.00)
71	INSTALL MAIL BOX SUPPORT	3.00	EACH	200.00	600.00	-	-	2.00	400.00		400.00	67%	200.00
72	1.5" NON-METALLIC CONDUIT	73.00	LIN FT	6.30	459.90	73.00	459.90	73.00	459.90		459.90	100%	-
73	GUIDE POST TYPE SPECIAL	5.00	EACH	112.00	560.00	-	-	5.00	560.00		560.00	100%	-
74	TRAFFIC CONTROL SUPERVISOR	1.00	LUMP SUM	4,000.00	4,000.00	-	-	1.00	4,000.00		4,000.00	100%	-
75	TRAFFIC CONTROL	1.00	LUMP SUM	18,000.00	18,000.00	0.50	9,000.00	1.00	18,000.00		18,000.00	100%	-
76	PORTABLE CHANGEABLE MESSAGE SIGN	21.00	UNIT DAY	112.00	2,352.00	-	-	-	-		-	-	2,352.00
77	CONSTRUCTION SIGN-SPECIAL	350.00	SQ FT	11.20	3,920.00	-	-	377.00	4,222.40		4,222.40	108%	(302.40)
78	INSTALL SIGN	1.00	EACH	1,118.00	1,118.00	-	-	1.00	1,118.00		1,118.00	100%	-
79	DELINEATOR / MARKER	1.00	EACH	335.00	335.00	-	-	1.00	335.00		335.00	100%	-
80	DELINEATOR / MARKER PANEL	5.00	EACH	78.25	391.25	-	-	5.00	391.25		391.25	100%	-
81	SIGN	429.00	SQ FT	86.00	36,894.00	-	-	429.00	36,894.00		36,894.00	100%	-
82	DECIDUOUS SHRUB NO 5 CONT	109.00	EACH	74.00	8,066.00	-	-	109.00	8,066.00		8,066.00	100%	-
83	PERENNIAL NO 1 CONT	1,025.00	EACH	36.00	36,900.00	-	-	1,025.00	36,900.00		36,900.00	100%	-
84	CLEAN ROOT CUTTING	100.00	LIN FT	6.00	600.00	-	-	-	-		-	-	600.00
85	PRUNE TREES	10.00	HOURL	160.00	1,600.00	-	-	-	-		-	-	1,600.00
86	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	5,000.00	5,000.00	-	-	-	-		-	-	5,000.00
87	STORM DRAIN INLET PROTECTION	28.00	EACH	180.00	5,040.00	-	-	31.00	5,580.00		5,580.00	111%	(540.00)
88	CULVERT END CONTROLS	3.00	EACH	100.00	300.00	-	-	3.00	300.00		300.00	100%	-
89	SILT FENCE, TYPE MS	4,613.00	LIN FT	3.10	14,300.30	2,954.00	9,157.40	2,984.00	9,250.40		9,250.40	65%	5,049.90
90	SEDIMENT CONTROL LOG TYPE COMPOST	20.00	LIN FT	11.35	227.00	-	-	60.00	681.00		681.00	300%	(454.00)
91	SUBSOILING	1.00	ACRE	80.00	80.00	-	-	1.00	80.00		80.00	100%	-
92	SOIL BED PREPARATION	1.00	ACRE	140.00	140.00	-	-	1.00	140.00		140.00	100%	-
93	LOAM TOPSOIL BORROW	348.00	CU YD	60.00	20,880.00	-	-	348.00	20,880.00		20,880.00	100%	-
94	COMPOST GRADE 2	184.00	CU YD	45.00	8,280.00	-	-	160.00	7,200.00		7,200.00	87%	1,080.00
95	FERTILIZER TYPE 3	211.00	POUND	2.00	422.00	-	-	231.00	462.00		462.00	109%	(40.00)
96	LIME	1.40	TON	225.00	315.00	-	-	-	-		-	-	315.00
97	SEEDING	1.00	ACRE	1,600.00	1,600.00	-	-	0.86	1,376.00		1,376.00	86%	224.00
98	WEED SPRAYING	0.40	ACRE	80.00	32.00	-	-	-	-		-	-	32.00
99	WEED SPRAY MIXTURE	0.20	GALLON	80.00	16.00	-	-	-	-		-	-	16.00

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Annandale									Owner's Project No.:				
Engineer:	Bolton & Menk, Inc.									Engineer's Project No.: OW1.123025				
Contractor:	Landwehr Construction Inc.									Contractor's Project No.:				
Project:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project									Agency's Project No.: S.P. No. 8611-30, S.P. 086-596-004 MINN. PROJ.				
Contract:	T.H. 24 / Hemlock St Roundabout & Hemlock St Full Depth Reclamation (FDR) Project									NO. HIP-CDS 8623 (220)				
Application No.:	2		Application Period:		From	07/30/23		to	09/01/23		Application Date:			
A	B		C	D	E	F	F1	F2	G	H	I	J	K	L
Bid Item No.	Description	Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)	Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)	
														Contract Information
100	MULCH MATERIAL TYPE 6	58.00	CU YD	78.00	4,524.00	-	-	58.00	4,524.00		4,524.00	100%	-	
101	SEED MIXTURE 25-131	155.00	POUND	10.00	1,550.00	-	-	154.00	1,540.00		1,540.00	99%	10.00	
102	HYDRAULIC REINFORCED FIBER MATRIX	2,333.00	POUND	3.90	9,098.70	-	-	2,464.00	9,609.60		9,609.60	106%	(510.90)	
103	ROLLED EROSION PREVENTION CATEGORY 25	72.00	SQ YD	13.56	976.32	-	-	164.00	2,223.84		2,223.84	228%	(1,247.52)	
104	ROLLED EROSION PREVENTION CATEGORY 80A	19.00	SQ YD	111.75	2,123.25	-	-	-	-		-		2,123.25	
105	4" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	17,590.00	LIN FT	1.25	21,987.50	-	-	17,436.00	21,795.00		21,795.00	99%	192.50	
106	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	7,655.00	LIN FT	1.65	12,630.75	-	-	7,883.00	13,006.95		13,006.95	103%	(376.20)	
107	4" DOTTED LINE MULTI-COMPONENT GROUND IN (WR)	55.00	LIN FT	3.40	187.00	-	-	48.00	163.20		163.20	87%	23.80	
108	6" DOTTED LINE MULTI-COMPONENT GROUND IN (WR)	75.00	LIN FT	3.97	297.75	-	-	87.00	345.39		345.39	116%	(47.64)	
109	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN	9,415.00	LIN FT	2.50	23,537.50	-	-	9,670.00	24,175.00		24,175.00	103%	(637.50)	
110	24" SOLID LINE PREFORM THERMO GROUND IN	300.00	LIN FT	34.04	10,212.00	-	-	209.00	7,114.36		7,114.36	70%	3,097.64	
111	12" DOTTED LINE PREFORM THERMO GROUND IN	75.00	LIN FT	26.66	1,999.50	-	-	57.00	1,519.62		1,519.62	76%	479.88	
112	PAVEMENT MESSAGE PREFORM THERMOPLASTIC GROUND	150.00	SQ FT	36.31	5,446.50	-	-	165.00	5,991.15		5,991.15	110%	(544.65)	
113	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	578.00	SQ FT	26.10	15,085.80	-	-	456.00	11,901.60		11,901.60	79%	3,184.20	
Original Contract Totals					\$ 2,872,232.36		\$ 797,824.44		\$ 2,803,665.30	\$ -	\$ 2,803,665.30	98%	\$ 68,567.00	



City Council Agenda

September 11, 2023

Agenda Section: Old Business

Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 8A

Agenda Item: Ordinance Regulating Cannabis
Sales

Core Strategy:

- ☐ Inspire Community Engagement
- ☒ Increase Operational Effectiveness
- ☐ Enhance Local Business Environment
- ☐ Develop/Manage Strong Parks/Trails

- ☐ Provide Proactive Leadership
- ☒ Ensure Safe/Well Kept Community
- ☐ Other: [Click or tap here to enter text.](#)

Background

The City has authority to regulate sales related to THC products. These regulations will allow the City necessary tools to monitor sales to ensure compliance with state law. A draft of the proposal was reviewed at the September 11, 2023 meeting. Staff has provided the draft to all Tobacco and Liquor License holders and informed them the ordinance will be considered at the October 2nd meeting.

Recommended Action

Will be discussed at the meeting

Attachments:

Draft Ordinance

CHAPTER 121 TETRAHYDROCANNABINOL (THC) PRODUCTS

Sec. 121.01. **Purpose and Intent.** The purpose of this Chapter is to regulate the possession and sale of any product that contains tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minn. Stat. § 151.72 and Minn. Stat. Chapter 342 (“THC Products”) for the following reasons:

- (a) By enacting 2022 Session Law Chapter 98, Article 13, the Minnesota Legislature amended Minn. Stat. § 151.72 to allow the sale of certain products containing tetrahydrocannabinol (“THC”).
- (b) The new law does not prohibit municipalities from adopting and enforcing local ordinance to regulate THC product businesses including, but not limited to, local zoning and land use requirements and business license requirements.
- (c) The National Academies of Science, Engineering, and Medicine note that the growing acceptance, accessibility, and use of THC Products, including for medical purposes, have raised important public health concerns, while the lack of aggregated knowledge of cannabis-related health effects has led to uncertainty about the impact of its use.
- (d) The City recognizes the danger THC use presents to the health, welfare and safety of youth in Annandale.
- (e) The Minnesota Legislature recognized the danger of THC Product use among the public at large by setting potency and servicing size requirements.
- (f) The Minnesota Legislature recognized the danger of THC Product use among youth by prohibiting the sale of any product containing THC to those under the age of 21, requiring that edible THC products be packaged without appeal to children and in child-resistant packaging or containers.
- (g) State law authorizes the Board of Pharmacy to adopt product and testing standards in part to curb the illegal sale and distribution of THC products and ensure the safety and compliance of commercially available THC products in the state of Minnesota.
- (h) The City has the opportunity to be proactive and make decisions that will mitigate this threat and reduce exposure of young people to the products or to the marketing of these products and improve compliance among THC Product retailers with laws prohibiting the sale or marketing of THC Products to youth.
- (i) A local regulatory system for THC Product retailers is appropriate to ensure that retailers comply with THC Product laws and business standards of the City of Annandale to protect the health, safety and welfare of our youth and most vulnerable residents.
- (j) A requirement for a THC Product retailer registration will not unduly burden legitimate business activities of retailers who sell or distribute THC Products to adults and will allow the City of Annandale to regulate the operation of lawful businesses to discourage violations of state and local THC Product-related laws.

- (k) In making these findings and enacting this Chapter, it is the intent of the Annandale City Council to ensure responsible THC product retailing, allowing legal sale and access without promoting increases in use, and to discourage violations of THC Product-related laws, especially those which prohibit or discourage the marketing, sale or distribution of THC products to youth under 21 years of age.

Sec. 121.02. **Definitions.** Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The following words, terms and phrases, when used in this Chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Compliance checks means the system the City uses to investigate and ensure that those authorized to sell cannabinoid products are following and complying with the requirements of state laws and this Chapter. Compliance checks involve the use of persons under the age of 21 who purchase or attempt to purchase cannabinoid products. Compliance checks may also be conducted by the City or other units of government for educational, research, and training purposes or for investigating or enforcing federal, state, or local laws and regulations relating to cannabinoid products.

Delivery Sale means the sale of any cannabinoid products conducted by any means other than an in-person, over-the-counter sales transaction in a registered retail establishment. Delivery Sale includes, but is not limited to, sales conducted by: telephone or other voice transmission; mail or other written submission; website, mobile device application software, the internet; and/or door-to-door delivery service. Delivery Sale includes delivery by retailer or third parties by any means, including curbside pick-up.

Registered Product or THC Product. Any product that contains more than trace amounts of tetrahydrocannabinol and that meets the requirements to be sold for human or animal consumption under Minn. Stat. § 151.72 and Minn. Stat. Chapter 342. Registered Product does not include medical cannabis as defined in Minn. Stat. § 152.22, Subd. 6, as may be amended from time to time.

Moveable place of business means any form of business that is operated out of a kiosk, tent, canopy, booth, pop-up stand, shipping container, or any other temporary shelter of any kind, or out of a truck, van, automobile, trailer, wagon, or other type of vehicle of any kind and not a fixed address storefront or other permanent type of structure authorized for sales transactions.

Operator means the person in legal possession and control of a location by reason of ownership, lease, contract or agreement, for the sale of cannabinoid products at retail.

Retail establishment means a fixed place of business where Registered

Products are available for sale to the general public, including but not limited to grocery stores, tobacco products shops, CBD stores, convenience stores, gasoline service stations, bars and restaurants.

Sale means any transfer of goods for money, trade, barter or other consideration.

Self-service merchandising means an open display of Registered Products in any manner where any person has access to the Registered Products without the assistance or intervention of the Operator or Operator's employee. Assistance or intervention means the actual physical exchange of the Registered Product between the customer and the Operator or employee.

Vending machine means any mechanical, electrical or electronic, or other type of device that dispenses Registered Products upon the insertion of money, tokens, or other form of payment into or onto the device by the person seeking to purchase the Registered Product.

Sec. 121.03. **Prohibited Sales.** It shall be unlawful for any person to sell, transfer or otherwise distribute any THC Product within the City:

- (a) Unless the sale is transacted by a person who holds, or is employed by a person who is a registered THC Product retailer;
- (b) Unless the sale is transacted in-person, at a registered retail establishment;
- (c) If the sale involves any vending machine or self-service merchandising;
- (d) If the sale involves a delivery sale;
- (e) If the sale involves adulterated or misbranded THC Products;
- (f) If the sale is to a person under the age of 21; and
- (g) If the sale violates any other law, order, ordinance, regulation, or statute.

Sec. 121.04. **Prohibited Possession.** It shall be unlawful for any person under the age of 21 to possess THC Products unless they are an employee of a registered retailer under this Chapter, are at least 18 years of age and are possessing the THC Product as part of their employment. It shall be unlawful for any person to procure for or provide THC products to any other person under the age of 21.

Sec. 121.05. **Registration Required.** It will be unlawful for any person to sell at retail any THC Products within the City without first registering with the City.

Sec. 121.06. **Registration Process.**

- (a) A Registration form to shall or otherwise distribute Registered Products shall be provided by the City and accompanied by a registration fee as determined by the City Council. The registrant shall provide their full name, their residential and business addresses and telephone numbers, the name of the business being registered and any additional information the City deems necessary. A business entity applicant shall provide a list of all persons that have an interest of 5% or more in the business. The list shall name all owners and show the interest held by each, either individually or

beneficially for others. If the City Clerk determines that a registration form is incomplete, it shall be returned to the registrant with notice of the information necessary to make the form complete.

- (b) It is the duty of each registrant to notify the City Clerk in writing of any change in ownership in the business.
- (c) Each registration shall be issued for a period of one year.
- (d) Registrations under this Chapter shall be valid only on the registered premises and only for the person or business to whom the registration is completed. The transfer of any registration to another location, business or person is prohibited.

Sec. 121.07. Ineligibility and Basis for Denial of Registration.

- (a) Ineligibility.
 - (1) Moveable Place of Business. No retail sales of THC products shall be made from a moveable place of business. Only fixed location business shall be eligible to register under this Chapter.
 - (2) The proposed registered premises does not meet zoning requirements.
- (b) Grounds for denying registration include, but are not limited to, the following:
 - (1) The registrant is prohibited by Federal, State or other local law, ordinance or regulation from selling THC products.
 - (2) The registrant has been convicted within the past five years of any violation of federal, state, or local law, ordinance provision, or other regulation relating to THC Products.
 - (3) The registrant has had a license to sell THC Products suspended or revoked within 12 months preceding the date of application, or the registrant has or had an interest in another premises authorized to sell THC Products, whether in the City or in another jurisdiction that has had a license to sell THC Products suspended or revoked in the same time period, provided that the applicant had an interest in the premises at the time of the violation that led to the revocation or suspension.
 - (4) The registrant fails to provide any of the information required to the City or provides false or misleading information. A false statement on any registration form shall cause an automatic refusal of registration, or if already issued, shall render any registration void and of no effect to protect the applicant from prosecution for a violation of this Chapter.
 - (5) The registrant is not a retail establishment as defined in this ordinance.
- (c) Transient businesses prohibited. No transient business shall be eligible for registration. A transient business means:
 - (1) Any movable place of business;
 - (2) Any business conducted from a permanent structure for a period of less than 6 consecutive months in a year.

Sec. 121.07. Additional Requirements.

- (a) All THC Product testing must comply with the requirements set forth in

Minnesota Statutes.

- (b) All THC Product labeling and packaging must comply with the requirements of Minnesota Statutes and must be prepackaged in packaging or a container that is child-resistant, tamper-evident, and opaque or placed in packaging or a container that is child-resistant, tamper-evident, and opaque at the final point of sale to a customer. The requirement that packaging be child-resistant does not apply to a THC Product that is intended to be consumed as a beverage and which contains no more tetrahydrocannabinol than permitted under state law.
- (c) THC Products must not contain more tetrahydrocannabinol in a single serving than allowed by state law.
- (d) No person under the age of 18 shall be permitted to handle transactions for the sale of THC Products.

Sec. 121.08. Prohibited Distribution Practices.

- (a) Samples Prohibited. No person shall distribute samples of any THC Product free of charge or at a nominal cost. No person shall distribute THC products as a free donation.
- (b) Coupon and Price Promotion. No person shall accept or redeem any coupon, price promotion, or other instrument or mechanism, whether in paper, digital, electronic, mobile, or any other form, that provides any cannabinoid products to a consumer at no cost or at a price that is less than the non-discounted, standard price listed by a retailer on the item or on any related shelving, posting, advertising, or display at the location where the item is sold or offered for sale, including all applicable taxes.
- (c) No Self-service Displays. All THC products must be stored behind the sales counter, in a locked case, in a storage unit, or in another area not freely accessible to the general public. No person shall allow the sale of THC products in open displays that are accessible to the public without the intervention of a store employee.

Sec. 121.09. Signage. At each location where THC Products are sold, the registrant shall display a sign in plain view to provide public notice that selling any of these products to any person under the age of 21 is illegal and subject to penalties. The notice shall be placed in a conspicuous location in the registered establishment and shall be readily visible to any person who is purchasing or attempting to purchase these products.

Sec. 121.10. Age Verification. At each location where THC Products are sold, the registrant shall verify, by means of government-issued photographic identification containing the bearer's date of birth, that the purchaser or person attempting to make the purchase is at least 21 years of age.

Sec. 121.11. Responsibility. All operators and registrants are responsible for the actions of their employees regarding the sale, offer to sell, and furnishing of THC

Products on the registered premises. The sale, offer to sell, or furnishing of any THC Product by an employee shall be considered an act of the registrant and operator.

Sec. 121.12. **Compliance Checks and Inspections.** All registered premises must be open to inspections by law enforcement or other authorized city officials during regular business hours, for compliance with this Ordinance and such other Ordinances, rules, regulations, and laws relevant to the sale of cannabinoid products. From time to time, but at least once per year, the City shall conduct compliance checks.

No person used in compliance checks shall attempt to use false identification misrepresenting their age. All persons lawfully engaged in a compliance check shall answer all questions about their age asked by the licensee or their employee, and shall produce any identification, if any exists, for which they are asked. The City will conduct a compliance check that involves the participation of a person at least 18 years of age, but under the age of 21 to enter the registered premises to attempt to purchase the registered products. Persons used for the purpose of compliance checks shall be supervised by law enforcement.

Sec. 121.13. **Civil Penalty.**

(a) The City Council will follow the provisions of this section on imposition of a civil penalty against a registrant under this Chapter.

1. Notice of Violation. The Chief of Police will provide, in writing, to the registrant either personally or by mail, notice of any alleged violation of the provisions of this Chapter committed in the operation of the registrant's business and provide notice to the City Council. If the City Council determines from the facts and circumstances reported, together with any other facts and circumstances known to it, that the violation may warrant a civil penalty, it will notify the registrant of their right to request a hearing prior to the imposition of the civil penalty. The registrant must request a hearing within seven (7) days of receipt of the Notice. If requested, a hearing shall be scheduled before the City council sufficiently in advance to provide ten days written notice of the time, place and purpose of such hearing to the registrant.
2. Hearing on Alleged Violations. At the time of the hearing, the registrant may appear and present any evidence which is material to the investigation. The City Council will make and adopt findings of fact as to whether a violation of the provisions of this Chapter has been committed in the operation of the registrant's business and whether the violation was willful in nature. If the registrant has violated any of the provisions of this Chapter, the City Council may impose a civil fine. If the violation is upheld, the person appealing shall be responsible for reimbursing the City up to \$500.00 of the City's actual expenses.

Sec. 121.14. **Penalties For Violations.**

- (a) Administrative Penalties – Individuals. If a person who is not a licensee is found to have violated this Chapter, the person shall be charged with an administrative penalty as follows:
 - 1. First violation – an administrative penalty not to exceed \$200.00
 - 2. Second violation within 12 months – an administrative penalty not to exceed \$300.00.
 - 3. Third violation within 12 months – an administrative penalty not to exceed \$400.00.
- (b) Administrative Penalties – Registrant. If a registrant or an employee of a registrant is found to have violated this Chapter, the registrant shall be charged with an administrative penalty as follows:
 - 1. First violation – an administrative penalty of \$200.00.
 - 2. Second violation within 36 months – an administrative penalty of \$500.00.
 - 3. Third violation within 36 months – an administrative penalty of \$1,000.00.
- (c) Any administrative penalty assessed against a licensee pursuant to this section must be paid in full within 30 days from receipt of written notification of the City Council's imposition of the civil fine.
- (d) Petty Misdemeanor. Violation of this Chapter shall be a petty misdemeanor. Nothing in this section shall prohibit the City from pursuing prosecution of any violation in lieu of administrative penalties. Each day that a person is in violation of the provisions of this Chapter is a successive violation.

Sec. 121.15. **Severability.** If any section or portion of any section of this Chapter is deemed invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity of other sections or portions of sections of this Chapter.



City Council Agenda

October 2, 2023

Agenda Section: New Business
Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 9A
Agenda Item: Resolution Approving Plans and Specifications- Water Tower Reconditioning

Core Strategy:

- | | |
|--|---|
| <input type="checkbox"/> Inspire Community Engagement | <input type="checkbox"/> Provide Proactive Leadership |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input checked="" type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment | <input type="checkbox"/> Other: Click or tap here to enter text. |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

Attached is a memo from the City Engineer regarding the Plans and Specifications for the Water Tower Reconditioning Project.

Recommended Action

Motion to approve as presented

Attachments:

- Memo from Engineer
- Resolution
- Plans and Specs




Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

MEMORANDUM

Date: September 26, 2023
To: Honorable Mayor Jonas
Members of the City Council, City of Annandale
From:  Jared Voge, P.E.
City Engineer
Subject: Water Tower Reconditioning
Annandale, Minnesota
BMI Project No.: OW1.126500

At the March 13, 2023 City Council meeting, council adopted a Resolution of Application to PFA for the project. The plans have been certified by the MN Department of Health and we are currently awaiting the potential funding associated with the improvements. In anticipation of PFA funding, please find enclosed a Resolution Approving Plans and Specifications and Ordering Advertisement for Bids. Please note that specific dates have not been identified below since the PFA funding package has not been received.

The anticipated project schedule is as follows:

Council Approve Plans & Specifications	October 2, 2023
Advertise for Bids	Fall 2023
Open Bids	December 2023/January 2024
Council Award Contract	February/March 2024
Begin Construction	Spring 2024
Construction Substantially Complete	September 2023
Final Project Completion	November 2023

We recommend that council adopt the enclosed Resolution Approving Plans and Specifications and Ordering Advertisement for Bids.

If you have any questions on the above, please call.

JAV/kp

Enclosures

RESOLUTION
APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT
FOR BIDS
RESOLUTION NO. 2023-__

WHEREAS, pursuant to a resolution passed by the council March 13, 2023, the city engineer has prepared plans and specifications for the proposed improvement known as the Water Tower Reconditioning, Improvement No. 0W1.126500 the proposed improvement of the city water tower and has presented such plans and specifications to the council for approval;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ANNANDALE, MINNESOTA:

1. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The city clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received until 2:00 p.m. on December 20, 2023, at which time they will be publicly opened and read, will then be tabulated, and will be considered by the council at the February 12, 2023 council meeting, in the council chambers of the city hall. No bids will be considered unless submitted electronically as required by the Advertisement for Bids and accompanied with a bid bond for 5 percent of such bid.

Adopted by the council this 2nd day of October, 2023.

Mayor

City Administrator

STATE OF MINNESOTA
CITY OF ANNANDALE
COUNTY OF WRIGHT

I, the undersigned, being the duly qualified and acting Clerk of the City of Annandale, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes approving plans and specifications and ordering advertisement for bids.

WITNESS my hand and the seal of said City this 2nd day of October, 2023.

City Administrator
(SEAL)

CERTIFICATIONS PAGE

PROJECT MANUAL

FOR

WATER TOWER RECONDITIONING

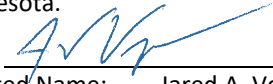
OW1.126500

CITY OF ANNANDALE

ANNANDALE, MN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature:



Typed or Printed Name:

Jared A. Voge, P.E.

Date:

02/10/2023

License Number: 45063

RESOLUTION
APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENT
FOR BIDS
RESOLUTION NO. 2023-__

WHEREAS, pursuant to a resolution passed by the council March 13, 2023, the city engineer has prepared plans and specifications for the proposed improvement known as the Water Tower Reconditioning, Improvement No. 0W1.126500 the proposed improvement of the city water tower and has presented such plans and specifications to the council for approval;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ANNANDALE, MINNESOTA:

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2. The city clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received until 2:00 p.m. on December 20, 2023, at which time they will be publicly opened and read, will then be tabulated, and will be considered by the council at the February 12, 2023 council meeting, in the council chambers of the city hall. No bids will be considered unless submitted electronically as required by the Advertisement for Bids and accompanied with a bid bond for 5 percent of such bid.

Adopted by the council this 2nd day of October, 2023.

Mayor

City Administrator

PROJECT MANUAL
Water Tower Reconditioning
0W1.126500
City of Annandale
Annandale, MN



Real People. Real Solutions.

Bolton-Menk.com

CERTIFICATIONS PAGE

PROJECT MANUAL

FOR

WATER TOWER RECONDITIONING

OW1.126500

CITY OF ANNANDALE

ANNANDALE, MN

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Signature: 
Typed or Printed Name: Jared A. Voge, P.E.

Date: 02/10/2023 License Number: 45063

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Water Tower Reconditioning

OW1.126500

City of Annandale

This Project Manual incorporates, either in full or in part, various EJCDC copyrighted documents. Documents incorporated in full are subject to the copyright notice in the EJCDC document footnotes. For those EJCDC documents excerpted, modified, or incorporated in part, those portions of the text that originated in copyrighted EJCDC documents remain subject to the EJCDC license and copyright. Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

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*****END OF SECTION******

ADVERTISEMENT FOR BIDS

WATER TOWER RECONDITIONING

CITY OF ANNANDALE
ANNANDALE, MN

RECEIPT AND OPENING OF PROPOSALS: Proposals for the work described below will be received online through QuestCDN.com until _____ on _____ at which time the bids will be opened and publicly read at the office of the City Administrator, City of Annandale, 30 Cedar St. E, P.O. Box K, Annandale, MN 55302.

DESCRIPTION OF WORK: The work includes the construction of approximately:

- | | | | |
|------------|--------------------------|------------|-----------------------------|
| 1 LUMP SUM | Exterior Rehabilitation | 1 LUMP SUM | Interior Wet Rehabilitation |
| 2 LUMP SUM | New City lettering/logos | 1 LUMP SUM | Interior Dry Rehabilitation |

together with numerous related items of work, all in accordance with Plans and Specifications. This project is subject to Prevailing Wage Rates, Truck Rentals, Disadvantaged Business Enterprise Goals, Equal Employment Opportunity Provisions, Buy American Iron and Steel Provisions, and Responsible Contractor Certification.

COMPLETION OF WORK: All work under the Contract must be complete by 11/01/23.

PLAN HOLDERS LIST, ADDENDUMS AND BID TABULATION: The plan holders list, addendums and bid tabulations will be available for download on-line at www.questcdn.com or www.bolton-menk.com.

TO OBTAIN BID DOCUMENTS: Complete digital project bidding documents are available at www.questcdn.com or www.bolton-menk.com. You may view the digital plan documents for free by entering Quest project # _____ on the website's Project Search page. Documents may be downloaded for \$45.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

BID SUBMITTAL: A bid shall be submitted online no later than the date and time prescribed. For this project, the City will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project document and click online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted.

BID SECURITY: A Proposal Bond in the amount of not less than 5 percent of the total amount bid, drawn in favor of City of Annandale shall accompany each bid.

OWNER'S RIGHTS RESERVED: The Owner reserves the right to reject any or all bids and to waive any irregularities and informalities therein and to award the Contract to other than the lowest bidder if, in their discretion, the interest of the Owner would be best served thereby.

DATED: _____ /s/ Kelly Hinnenkamp
City Administrator

Published:

QuestCDN

Annandale Advocate: _____ , _____

*****END OF SECTION*****

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid. Bidders may rely that sets of Bidding Documents obtained in this manner are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms or other sources, or for a Bidder's failure to obtain Addenda if they are not a registered plan holder.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 This Article is not used.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner 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.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - 1) Technical Data contained in such reports and drawings.
 - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:

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1. No other site related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit, the Bidder must not disturb any ongoing operations at the Site.
- B. Bidder shall conduct the required Site visit during normal working hours.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

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- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing to the Issuing Office. Contact information and submittal procedures for such questions are as follows:

2040 Hwy. 12 East, Willmar, MN, 56201-5818, (320) 231-3956, fax (320) 231-9710

- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents or the unmodified EJCDC version of the same form.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 10.03 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work within five days after Bid opening:
- A. There are no key categories of work.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed.
- B. Paper bids, if applicable, must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form.

- C. A Bid price must be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - D. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 When submitting a paper bid, if Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 When submitting a paper bid, all names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

- 13.01 Unit Price
- 13.02 Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- A. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form,

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for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

- B. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid. Paper bids, if applicable, must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted. Paper bids that are not accepted will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. A tabulation of the total amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder(s) when alternate(s) are submitted, Bids will be compared on the basis of the sum of the base bid and the alternate(s) selected by the Owner for award.
 - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
 - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
 - E. For the determination of the apparent low Bidder when cost-plus-fee bids are submitted, Bids will be compared on the basis of the Guaranteed Maximum Price set forth by Bidder on the Bid Form.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed

counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Sales tax is to be included in the Bid.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

ARTICLE 23—22.01 NO SUPPLEMENTARY CONDITIONS IN THIS ARTICLE.



Clean Water Revolving Fund Drinking Water Revolving Fund

CONTRACT PACKET (For Projects that Qualify for BABA Adjustment Period Waiver)

March 2023

This packet and the appropriate federal Davis Bacon and Minnesota prevailing wages must be PHYSICALLY included in all bidding solicitation and contract documents, including subcontracts.

NOTE: This Contract Packet is for projects that qualify for the Environmental Protection Agency's BABA Adjustment Period Waiver).

Minnesota Public Facilities Authority

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1 GENERAL INFORMATION

This packet lists required contract conditions that apply to Clean Water and Drinking Water Revolving Fund projects. Please review this packet prior to bidding. This packet and the appropriate federal Davis Bacon and Minnesota prevailing wages must be physically included in all bidding solicitations and contract documents, including subcontracts.

2 AMERICAN IRON AND STEEL

2.1 AIS RESOURCES

Environmental Protection Agency Guidance

EPA main AIS webpage: [State Revolving Fund American Iron and Steel \(AIS\) Requirement | US EPA](#)

March 20, 2014 Guidance: [ais-final-guidance-3-20-14.pdf \(epa.gov\)](#)

2.2 SAMPLE AMERICAN IRON AND STEEL CONTRACT LANGUAGE

The AIS language below is a sample from the Environmental Protection Agency's March 20, 2014 memorandum (http://water.epa.gov/grants_funding/aisrequirement.cfm). Include actual AIS language into project specifications and construction contracts and sub-contracts.

PER EPA: ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE STATE REVOLVING FUNDS (SRF). EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the Minnesota Public Facilities Authority (the "Authority") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires that all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the Authority to recover as damages against the Contractor any loss, expense or cost (including without limitation attorneys' fees) incurred by the Purchaser or

the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Purchaser). While the Contractor has no direct contractual privity with the Authority, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

2.3 AMERICAN IRON AND STEEL DE MINIMIS WAIVER TRACKING FORM

The Environmental Protection Agency (EPA) granted a [national waiver for de minimis incidental components](#) of eligible water infrastructure projects

To use the de minimis waiver, SRF recipients “should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e. invoices) as to those items in their project files.” Borrowers must maintain documentation (i.e., invoices) for the de minimis items in the project file and submit a summary report to the PFA at project conclusion, or sooner, if available. An example tracking form for AIS de minimis is included on the next page.

Use of American Iron & Steel is required for CWRP and DWRP-funded projects. The Environmental Protection Agency has issued a public interest waiver for De Minimis incidental components. The assistance recipient wishing to use this waiver should consult with their contractor(s) to maintain an itemized list of components covered under De Minimis. At the conclusion of the project, this form must be completed and retained in the assistance recipient's project files and a copy provided to the Public Facilities Authority. **It is strongly recommended that you maintain a list as the project progresses.** Please print clearly or type. EPA

<http://www.epa.gov/cwsrf/de-minimis-waiver-pursuant-section-436-pl-113-76-consolidated-appropriations-act>

Loan #:

NOTE: The De Minimis waiver is only applicable to the cost of materials for the entire project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials". The cost of a material must include delivery to the site and any applicable tax.

Must have sufficient documentation to support all costs included in this calculation.

Total Cost of Materials: 5% Limit: 1% limit:

Use additional sheets as necessary

**If approaching the 5%
or 1% limits, contact
PFA immediately**

Completed by:

Title:

Date:

2.4 AMERICAN IRON AND STEEL DOCUMENTATION

Contractors must comply with and provide documentation that shows compliance with AIS requirements. Product certifications letters need to include the following five items:

1. Identify the product. The letter should list the specific product(s) delivered to the project site.
2. Identify where the product was made. The letter should include the location(s) of the foundry/mill/factory where the product was manufactured (City and State).
3. To whom was the product delivered? The letter should include the name of the project and the jurisdiction where the product was delivered.
4. The signature of a company representative.
5. Specifically reference the American Iron and Steel requirements.

3 DISADVANTAGED BUSINESS ENTERPRISES (DBE)

3.1 GOOD FAITH EFFORTS

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. This applies to procurement for construction, equipment, supplies and services.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

3.2 CERTIFIED M/WBE FIRMS

M/WBE firms certified by the Minnesota Unified Certification Program, the Small Business Administration (SBA) of the Department of Transportation can be counted towards the M/WBE reporting to PFA. See “How do I find information on DOT’s and SBA’s certification programs?”

[Frequently Asked Questions for Disadvantaged Business Enterprises | US EPA](#)

[US DOT Office of Small and Disadvantaged Business Utilization | US Department of Transportation](#)

[Women-Owned Small Business Federal Contract program \(sba.gov\)](#)

8(a) Business Development program (sba.gov)

To see whether a firm is a certified firm eligible to be counted as a M/WBE firm, check the *Minnesota Unified Certification Program Directory* or the *SBA Dynamic Small Business Search Directory*. Links are listed below.

Minnesota Unified Certification Program: <http://mnucp.metc.state.mn.us/> includes a free search engine that lists certified DBE contractors and suppliers. Links to this directory are also on the MN Department of Transportation website: <http://www.dot.state.mn.us/civilrights/>

Small Business Administration **Dynamic Small Business Search** – search engine that lists businesses with 8(a) Certifications; Small Disadvantaged Business Certifications; HUBZone Certifications and DBE Certifications. Check contractor detail to see what current certifications are in place. Dynamic Small Business Search can be found at this link <https://www.sba.gov/partners/contracting-officials/small-business-procurement> under “Finding Contractors”.

3.3 OTHER MINORITY/WOMEN BUSINESS ENTERPRISES RESOURCES

- Association of Women Contractors <http://www.awcmn.org/>
- Diversity Information Resources, Inc. www.diversityinforesources.com
- Metropolitan Economic Development Association <http://www.meda.net/>
- Minority Business Development Agency (U. S. Department of Commerce) <http://www.mbda.gov/>

3.4 MINNESOTA TARGETED BUSINESS VENDORS (STATE FUNDED PROJECTS)

The Minnesota Department of Administration maintains a directory for Targeted Group Economically Disadvantaged and Veteran-Owned (TG/ED/VO) businesses [Equity in Procurement \(TG/ED/VO\) Directory / Minnesota Office of State Procurement \(mn.gov\)](#). The Environmental Protection Agency does not consider Minnesota Department of Administration TG/ED/VO listings as meeting EPA certification requirements; thus TG/ED/VO vendors cannot be counted as M/WBE vendors by the Environmental Protection Agency. However, state-funded projects are encouraged to consider and provide procurement opportunities to vendors on this list.

3.5 DEFINITIONS

Disadvantaged Business Enterprise (DBE) – *an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air*

Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized business (HUB) Zone Small Business Concern, or a concern under a successor program.

HUBZone – *a historically underutilized business zone, which is an area located within one or more qualified census tracts, qualified metropolitan counties, or lands within the external boundaries of an Indian Reservation.*

HUBZone Small Business – *a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.*

Labor Surplus Area Firm (LSAF) – *a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas (as identified by the Department of Labor in accordance with 20 CFR Part 654). Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production or performance of approximate services in labor surplus areas exceed 50 percent of the contract price.*

Minority Business Enterprise (MBE) – *a Disadvantaged Business Enterprise (DBE) other than a Small Business Enterprise (SBE), a Labor Surplus Area Firm (LSAF), a Small Business in Rural Areas (SBRA), or a Women's Business Enterprise (WBE). See section on Certified M/WBE Firms, below.*

Procurement – *the acquisition through order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.*

Small Business in a Rural Area (SBRA) – *a small business operating in an area identified as a rural county with a code 6 to 9 in the Rural-Urban Continuum Classification Code developed by the United States Department of Agriculture in 1980.*

Small Business, Small Business Concern or Small Business Enterprise (SBE) *a concern, including its affiliates, that is independently owned and operated, not dominate in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR part 121.*

Women's Business Enterprise (WBE) – *a business concern which is at least 51% owned or controlled by women for purposes of EPA's 8% statute or a business concern which is at least 51% owned and controlled by women for purposes for EPA's 10% statute. Determination of ownership by a married*

woman in a community property jurisdiction will not be affected by her husband's 50% interest in her share. Similarly, a business concern which is more than 50% owned by a married man will not become a qualified WBE by virtue of his wife's 50% interest in his share. See section on Certified M/WBE Firms, below.

4 FEDERAL AND STATE PREVAILING WAGES

Both Federal Davis Bacon prevailing wages and State of Minnesota prevailing wages (Minnesota Statute, sections 177.41-177.43) apply to this project. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required. **All worker classifications must have a state and federal prevailing wage.** Overtime is governed by Minnesota Prevailing Wage Statutes at M.S. 177.42 which requires overtime for over 8 hours per day and for more than 40 hours per week, thus any employee working more than 8 hours in one day is entitled to overtime.

Both the proper Federal (Davis-Bacon) and State of Minnesota Prevailing Wage rates and contract conditions must be physically incorporated into the bidding and contract documents.

Required State posters can be obtained at the Minnesota Department of Labor and Industry at <http://www.dli.mn.gov/about-department/workplace-posters>

Federal posters can be obtained at <http://www.dol.gov/whd/regs/compliance/posters/davis.htm>

Weekly certified payroll submittal is required under the Federal Davis Bacon laws.

5 GENERAL REQUIRED CONTRACT CONDITIONS

This project is being financed in whole or in part by the Minnesota Public Facilities Authority through the Clean Water or Drinking Water Revolving Fund. The PFA recipient is required to comply with certain state and federal laws, rules and regulations and to ensure that their contractor(s) also complies with these laws, regulations, rules, including, but not limited to the items below which will be included in all contracts and subcontracts.

1. Title VI of the Civil Rights Act of 1964 (P.L 88-352), the Rehabilitation Act of 1973 (P.L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), the Older Americans Amendments of 1975 (P.L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Executive Orders 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of E. O. 11246 as amended by E. O. 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. Executive Orders 11625, 12138 and 12432; 40 CFR part 33; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 437d); a 1993 appropriations act; Public Law 101-549, Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note). Encourages recipients to award construction, supply and professional service contracts to minority and women's business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
4. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements.
5. Executive Orders 12549 and 12689, 2 CFR Part 180, and 2 CFR Part 1532, Subparts B and C. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Before contracts are awarded, borrowers are required to check the

status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors and suppliers for contracts expected to be equal to or over \$25,000 via the U. S. General Services Administration System for Award Management website [SAM.gov | Home](https://sam.gov) or search the internet for sam.gov. . Also verify the status on the Minnesota Department of Administration's listing: [Suspended/Debarred Vendors / Minnesota Office of State Procurement \(mn.gov\)](https://mn.gov/sos/procurement/vendors).

6. Section 602(b)(6) of the Federal Water Pollution Control Act, as amended and section 1450(e) of the Safe Drinking Water Act (42 U.S.C. 300j-9(e)). Requires that all laborers and mechanics employed by contractors or subcontractors be paid wages at rates not less than those prevailing for the same type of work as determined by the U. S. Secretary of Labor in accordance with the Davis-Bacon Act (46 Stat. 1494; 40 U.S.C., sec. 276a through 276a-5). Reorganization Plan Number 14 of 1950 (15 F.R. 3176) and section 2 of the Davis-Bacon Act of June 13, 1934, as amended (48 Stat. 948; 40 U.S.C. 276c).
7. Section 608 of the Federal Clean Water Act, as amended and the Safe Drinking Water Act, as amended by America's Water Infrastructure Act of 2018 that requires all of the iron and steel products used in the CWSRF and DWSRF Projects are to be produced in the United States ("Use of American Iron and Steel Requirement"), unless (i) the Borrower has requested and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) the PFA has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the project.
8. Build America, Buy America Act ("the Act"). Pub. L. No. 117-58, §§ 70901-52 that requires all of the iron and steel, manufactured products and construction materials used in the CWSRF and DWSRF Projects be produced in the United States, unless (i) the PFA Recipient has requested and obtained a waiver from the Environmental Protection Agency pertaining to the products used in the project or (ii) the PFA has otherwise advised the Recipient in writing that the Build America, Buy America Requirement are not applicable to the project.
9. 2 CFR 200.216 Prohibition on certain telecommunications and video surveillance services or equipment (implementing Section 889 of Public Law 115-232).
10. Minnesota Statutes, Section 471.345, Uniform Municipal Contracting Law.

11. Minnesota Statutes, Section 574.26 to 574.32, the Public Contractors' Performance and Payment Bond Act, as applicable
12. Minnesota Statutes sections 176.181-176.182. Requires recipients and subcontractors to have worker's compensation insurance coverage.
13. Minnesota Statutes sections 177.41-177.43 and Minnesota Rules 5200.1000 to 5200.1120 (prevailing wage rate law and rules). Requires that contractors pay laborers and mechanics prevailing wages established by the Minnesota Department of Labor and Industry for public works projects.
14. Minnesota Statutes 290.9705. Requires that 8 percent of payments made to out-of-state contractors be withheld once cumulative payments made to the contractor for work done in Minnesota exceed \$50,000 in a calendar year, unless an exemption is granted by the Department of Revenue.
15. Minnesota Statutes, Chapter 16C.285, Responsible Contractor Requirements.
16. Minnesota Statutes Sec. 363A.36, Minnesota Department of Human Rights' (MDHR) affirmative action plan requirements for contracts exceeding \$250,000. An affirmative action plan and a workforce certificate for affected contractors is required prior to bidding ([Apply for a Workforce Certificate / Minnesota.gov \(mn.gov\)](#)).
17. Minnesota Statutes Section 363A.43, Minnesota Department of Human Rights (MDHR) equal pay certificate. Required for agreements and contracts for goods and services exceeding \$1,000,000 with a business that has 40 or more full-time employees in Minnesota or a state where the business has its primary place of business on a single day during the prior 12 months, unless the business has an equal pay certificate, or it has certified in writing that it is exempt.
18. Minnesota Statutes Section 181.59, Discrimination on Account of Race, Creed, or Color Prohibited in Contract.

6 AMERICAN IRON AND STEEL CONTRACT CONDITIONS

The Contractor acknowledges to and for the benefit of the City of Annandale (“Purchaser”) and the Minnesota Public Facilities Authority (the “Authority”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires that all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or the Authority to recover as damages against the Contractor any loss, expense or cost (including without limitation attorneys’ fees) incurred by the Purchaser or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Purchaser). While the Contractor has no direct contractual privity with the Authority, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.

7 DISADVANTAGED BUSINESS ENTERPRISES (DBE) REQUIRED CONTRACT CONDITIONS

7.1 GOOD FAITH EFFORTS

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach. This applies to procurement for **construction, equipment, supplies and services**.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

7.2 REQUIRED CONTRACT CONDITIONS

These conditions must be included in all procurement contracts entered into by the Borrower for all DWRF and CWRP projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.

2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must continue to employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.
5. A Borrower must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

8 EQUAL EMPLOYMENT REQUIRED CONTRACT CONDITIONS FOR CONTRACTS & SUBCONTRACTS OVER \$10,000

Inclusion of these seven clauses (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086) is required in all CWRP and DWRP project related contracts and subcontracts over \$10,000:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

9 FEDERAL DAVIS BACON PREVAILING WAGES – REQUIRED CONTRACT CONDITIONS

PLEASE NOTE: Both federal Davis Bacon prevailing wages and State of Minnesota prevailing wages (Minnesota Statute, sections 177.41-177.43) apply to this project. Payment of the wages, fringe benefits and overtime rates that are most beneficial to the employees are required.

Federal posters can be obtained at <http://www.dol.gov/whd/regs/compliance/posters/davis.htm>

The “recipient” referred to throughout the Davis Bacon contract conditions is the PFA Borrower. The “PFA” is the Minnesota Public Facilities Authority.

This language must be included in all Davis Bacon covered construction contracts and subcontracts. (29 CFR Part 5.5)

(a) The Recipient shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWRP or a construction project under the DWRP, financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in Sec. 5.1 the following clauses:

(1) **Minimum wages.** (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Recipients may obtain wage determinations from the U. S. Department of Labor's web site, <https://beta.sam.gov/>.

(ii)(A) The Recipient, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Recipient's award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the

Recipient to the Administrator of the Wage and Hour Division, Conformance and CBA Update public email address:

WHD-CBACONFORMANCE_INCOMING@dol.gov and to the EPA DB Regional Coordinator concurrently at (USEPA REGION 5, 77 West Jackson Boulevard Mail Code: MC-10J, Chicago, IL 60604-3507. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Recipient or will notify the Recipient within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the Recipient's award official, to the Administrator for determination. The request shall be sent to the EPA DB Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding.** The Recipient shall upon its own action or upon written request of the PFA, EPA award official or an authorized representative of the Department of Labor withhold or

cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records. (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Recipient. Such documentation shall be available on request of the PFA or EPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), **except that full social security numbers and home addresses shall not be included on weekly payrolls**. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. [Optional Form WH-347](#) and [instructions](#) are available for

this purpose from the Wage and Hour Division Web site at [WHD | U.S. Department of Labor \(dol.gov\)](https://www.dol.gov) or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient for transmission to the PFA or EPA, if requested by EPA, the PFA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the PFA, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or PFA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees-(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe

benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the Recipient, PFA, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.** (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Contract Work Hours and Safety Standards Act. The Recipient shall insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR Sec. 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Recipient, upon its own action or upon written request of the PFA, EPA Award Official or an authorized representative of the Department of Labor shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR Sec. 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the PFA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

10 U. S. DEPARTMENT OF LABOR WAGE AND HOUR DIVISION DAVIS-BACON PREVAILING WAGES

Insert applicable federal Davis-Bacon Prevailing Wages here

Superseded General Decision Number: MN20220060

State: Minnesota

Construction Type: Highway

Counties: Benton, Isanti, Sherburne, Stearns and Wright
Counties in Minnesota.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">◆ Executive Order 14026 generally applies to the contract.◆ The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">◆ Executive Order 13658 generally applies to the contract.◆ The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

	Rates	Fringes
BOILERMAKER.....	\$ 42.64	29.28
BRICKLAYER.....	\$ 36.49	20.24
CARPENTER.....	\$ 42.20	26.04
CEMENT MASON.....	\$ 43.25	23.47
ELECTRICIAN		
Electrician.....	\$ 50.49	31.76
Ground Person.....	\$ 35.60	18.55
Lineman.....	\$ 50.86	23.06
Wiring System Installer.....	\$ 26.49	13.23
Wiring System Technician....	\$ 42.46	19.41
IRONWORKER.....	\$ 39.35	31.80
LABORER		
Blaster.....	\$ 28.11	16.57
Common or General.....	\$ 37.00	22.39
Flag Person.....	\$ 18.00	6.91
Landscaping (Gardener, Sod Layer and Nursery Operator).\$	26.89	19.31
Pipelayer (Water, Sewer and Gas).....	\$ 40.50	22.39
Skilled (Assisting Skilled Craft Journeyman).....	\$ 37.00	22.39
Underground & Open Ditch (8 ft below starting grade level).....	\$ 38.50	22.39
MILLWRIGHT.....	\$ 37.13	30.28
PAINTER (Including Hand Brushed, Hand Sprayed, and the Taping of Pavement Markings).....	\$ 38.25	21.24
PILEDRIVERMAN (Including Vibratory Driver or Extractor For Piling and Sheet piling Operations).....	\$ 42.15	26.04
PLUMBER.....	\$ 45.01	22.94
POWER EQUIPMENT OPERATOR:		
GROUP 2.....	\$ 42.14	23.45
GROUP 3.....	\$ 41.59	23.45
GROUP 4.....	\$ 41.29	23.45
GROUP 5.....	\$ 38.25	23.45
GROUP 6.....	\$ 37.04	23.45
Special Equipment		
Articulated Hauler.....	\$ 41.29	23.45
Boom Truck.....	\$ 41.29	23.45
Landscape Equipment (includes hydro seeder or mulcher, sod roller, farm tractor with attachment specifically seeding, sodding, or plant, and		

two-framed forklift (excluding front, posit- track and skid steer loaders), no earthwork or grading for elevations)....\$ 26.89	19.31
Off-Road Truck.....\$ 40.04	22.55
Pavement Marking or Marking Removal Equipment Operator (one or two person operators), Self- Propelled Truck or Trailer Mounted Units.....\$ 27.10	6.60

OPERATING ENGINEER CLASSIFICATIONS

GROUP 2: Helicopter Pilot; Concrete Pump; Cranes over 135 ft boom excluding jib; Dragline, Crawler, Hydraulic Backhoe and other similar equipment with shovel-type controls 3 cu yds & over manufacturer's rated capacity including attachments; Grader or Motor Patrol; Pile Driving; Tugboat 100 H.P. and over When License Required

GROUP 3: Asphalt Bituminous Stabilizer Plant; Cableway; Concrete Mixer, Stationary Plant; Derrick (guy or stiff leg)(power)(skids or stationary); Dragline, Crawler, Hydraulic Backhoe(track or wheel mounted) and/or similar equipment with shovel-type controls, up to 3 cu yds Manufacturer's rated capacity including all attachments; Dredge or Engineer, Dredge (Power) and Engineer; Front end loader 5 cu yd & over including attachments; Locomotive Crane Operator; Mixer (paving) concrete paving, Road Mole including Mucking operations, Conway or similar type; Mechanic, Welder on Power Equipment; Tractor, Boom type. Tandem Scraper; Truck Crane, Crawler Crane; Tugboat 100 H.P. and over.

GROUP 4: Air Track Rock Drill; Automatic Road Machine CMI or similar; Backfiller Operator; Concrete Batch Plant Operator; Bituminous Roller, Rubber Tire or Steel Drum 8 tons & over; Bituminous Spreader & Finishing Machine (power), including pavers, Macro Surfacing & Micro Surfacing or similar types (Operator & Screed person); Brokk or RTC remote control or similar type with attachments; Cat Challenger Tractor or similar types pulling Rock Wagons; Bulldozer & Scraper; Chip Harvester & Tree Cutter; Concrete Distributor & Spreader Finishing Machine, Longitudinal Float, Joint Machine, Spray Machine; Concrete Mixer on jobsite; Concrete Mobile; Crusing Plant (gravel, stone) or Gravel Washing, Crushing & Screening Plant; Curb Machine; Directional Boring Machine; Dope Machine; Drill Rigs, Heavy Rotary or Churn or Cable Drill; Dual Tractor; Elevating Grader; Fork Lift or Straddle Carrier; Fork lift or Lumber Stacker; Front End, Skid Steer 1 to 5 cu yd; GPS Remote Operating of equipment; Hoist Engineer (power); Hydraulic Tree Planter; Launcher Person(tanker person or pilot license); Locomotive; Milling, Grinding, Planing, Fine Grade, or Trimmer Machine; Multiple Machines such as Air Compressors, Welding Machines, Generators, Pumps; Pavement Breaker or Tamping Machine, Mighty Mite or similar type; Pickup Sweeper 1 cu yd & over hopper capacity; Pipeline Wrapping, Cleaning or Bending Machine; PowerActuated Horizontal Boring Machine over 6 inches; Pugmill; Pumpcrete; Rubber Tired Farm Tractor with Backhoe attachment; Scraper; Self-Propelled Soil Stabilizer; Slip Form (power driven) paving; Tie Tamper and Ballast Machine; Tractor, Bulldozer; Tractor, Wheel Type, over 50 H.P. with PTO Unrelated to Landscaping; Trenching Machine excludes walk behind Trencher; Tub Grinder, Morbark or similar type; Well Point installation or Dismantling.

GROUP 5: Air Compressor 600 cfm or over; Bituminous Roller under 8 tons; Concrete Saw multiple blade; Form Trench Digger

(power); Front End Skid Steer up to 1 cu yd; Gunite Gunall; Hydraulic Log Splitter; Loader, Barber Greene or similar; Post Hole Driving Machine/Post Hole Auger; Power Actuated Auger & Boring Machine; Power Actuated Jack; Pump; Self-Propelled Chip Spreader (Flaherty or similar); Sheep Foot Compactor with blade 200 hp & over; Shouldering Machine (Power) APSCO or similar type including self-propelled Sand and Chip Spreader; Stump Chipper and Tree Chipper; Tree Farmer (Machine).
 GROUP 6: Cat, Challenger or siliar tractor when pulling Disk or Roller; Conveyor; Dredge Deck Hand; Fire Person or Tank Car Heater; Gravel Screening Plant (portable, not crushing or washing); Greaser (tractor); Lever Person; Oiler (Power Shovel, Crane, Truck Crane, Dragline, Crusher and Milling Machine; or other Similar Heavy Equipment; Power Sweeper; Sheep Foot Roller & Rollers on Gravel Compaction including vibrating rollers; Wheel type Tractor over 50 hp.

SHEET METAL WORKER.....	\$ 40.88	25.10
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STEAMFITTER/PIPEFITTER.....	\$ 49.27	28.67
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Survey Field Technician (Operate Total Station, GPS Receiver, Level, Rod or Range Poles, Steel Tape Measurement; Mark and Drive Stakes; Hand or Power Digging for and Identification of Markers or Monuments; Perform and Check Calculations; Review and Understand Construction Plans and Land Survey Materials).....	\$ 31.00	17.77
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TRAFFIC CONTROL (Temporary Signage).....	\$ 25.70	6.91
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TRUCK DRIVER		
GROUP 1.....	\$ 28.35	6.91
GROUP 2.....	\$ 26.55	6.91
GROUP 3.....	\$ 25.00	6.91
GROUP 4.....	\$ 22.00	6.91

TRUCK DRIVER CLASSIFICATIONS:
 GROUP 1: Mechanic, Welder; Tractor Trailer Driver; Truck hauling machinery including operation of hand and power operated winches.
 GROUP 2: Four or more axle unit straight body truck.
 GROUP 3: Bituminous Distributor driver; Bituminous Distributor (one person operation); Three Axle units.
 GROUP 4: Bituminous Distributor Spray operator (rear and oiler); Dump Person; Greaser; Pilot Car; Rubber Tire self-propelled Packer under 8 tons; Two Axle unit; Slurry Operator; Tank Truck Tender (gas, oil, road oil, water); Tractor Operator under 50 H.P.

Tunnel Miner.....	\$ 23.07	15.03
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

Superseded General Decision Number: MN20220034

State: Minnesota

Construction Type: Heavy
Heavy including Water and Sewer Lines

County: Wright County in Minnesota.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

1 05/19/2023
2 06/16/2023

CARP0548-001 05/03/2021

	Rates	Fringes
CARPENTER.....	\$ 39.71	26.01

ELEC0292-024 05/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 52.00	25.50

ENGI0049-071 05/01/2022

AREA 1: WRIGHT (East of Hwy #25)

AREA 2: WRIGHT (Remainder)

	Rates	Fringes
OPERATOR: Power Equipment		
AREA 1:		
Group 2.....	\$ 42.14	23.45
Group 3.....	\$ 41.59	23.45
Group 4.....	\$ 41.29	23.45
Group 5.....	\$ 38.25	23.45
Group 6.....	\$ 37.04	23.45
AREA 2:		
Group 2.....	\$ 39.43	23.45
Group 3.....	\$ 38.98	23.45
Group 4.....	\$ 38.69	23.45
Group 5.....	\$ 36.11	23.45
Group 6.....	\$ 35.24	23.45

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 2: Crane with over 135' Boom, excluding jib; Dragline & Hydraulic Backhoe with shovel-type controls, 3 cubic yards and over; Grader/Blade finishing earthwork and bituminous.

GROUP 3: Dragline & Hydraulic Backhoe with shovel-type controls up to 3 cubic yards; Loader 5 cu yd and over; Mechanic; Tandem Scraper; Truck Crane; Crawler Crane

GROUP 4: Bituminous Roller 8 tons & over; Crusher/Crushing Plant; Drill Rig; Elevating Grader; Loader over 1 cu yd; Grader; Pump; Scraper up to 32 cu yd; Farm Tractor with Backhoe attachment; Skid Steer Loader over 1 cu yd with Backhoe attachment; Bulldozer over 50 hp.

GROUP 5: Bituminous Roller under 8 tons; Bituminous Rubber Tire Roller; Loader up to 1 cu yd; Bulldozer 50 hp or less.

GROUP 6: Oiler

CRANE OVER 135' BOOM, EXCLUDING JIB - \$.25 PREMIUM;
CRANE OVER 200' BOOM, EXCLUDING JIB - \$.50 PREMIUM

UNDERGROUND WORK:
UNNELS, SHAFTS, ETC. - \$.25 PREMIUM
UNDER AIR PRESSURE - \$.50 PREMIUM

HAZARDOUS WASTE PROJECTS (PPE Required):

LEVEL A - \$1.25 PREMIUM

LEVEL B - \$.90 PREMIUM

LEVEL C - \$.60 PREMIUM

IRON0512-041 05/01/2022

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 41.00	33.11

* LAB00563-030 05/01/2023

	Rates	Fringes
LABORERS		
(1) Common or General Laborer.....	\$ 38.90	23.49
(2) Mason Tender Cement/Concrete.....	\$ 39.10	23.49
(6) Pipe Layer.....	\$ 42.40	23.49

PLAS0633-004 05/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 41.20	23.47

TEAM0160-020 05/01/2022

	Rates	Fringes
TRUCK DRIVER (DUMP)		
(1) Articulated Dump Truck..	\$ 28.92	21.05
(2) 3 Axles/4 Axles; 5 Axles receive \$0.30 additional per hour.....	\$ 28.92	21.05
(3) Tandem Axles; & Single Axles.....	\$ 28.26	21.05

* SUMN2009-074 09/28/2009

	Rates	Fringes
LABORER: Landscape.....	\$ 12.88 **	4.61

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
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- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

11 STATE OF MINNESOTA PREVAILING WAGES – REQUIRED CONTRACT CONDITIONS

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. The applicable wage determination must be incorporated into proposals and all contracts.

Payrolls/Records

The contractor and subcontractor shall furnish to the OWNER copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all of the data required by Minnesota Statutes Section 177.30. Subcontractors must furnish payrolls to the contractor. The OWNER may examine all records relating to wages paid laborers or mechanics on work to which Minnesota Statutes Sections 177.41 to 177.44 apply.

Posting of Wage Rates/Required Posters

Each contractor and subcontractor performing work on a public project shall post on the project the applicable prevailing wage rates and hourly basic rates of pay for the county or area within which the project is being performed, including the effective date of any changes thereof, in at least one conspicuous place for the information of the employees working on the project. The information so posted shall include a breakdown of contributions for health and welfare benefits, vacation benefits, pension benefits, and any other economic benefits required to be paid.

For more information regarding prevailing wage and its application, contact:

Minnesota Department of Labor and Industry
Prevailing Wage unit
443 Lafayette Road North
St. Paul, MN 55155
Phone: (651) 284-5091
E-mail: dli.prevwage@state.mn.us
Web: www.dli.mn.gov

12 MN DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS

Insert applicable Minnesota Prevailing Wages here

MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY PREVAILING WAGES FOR STATE FUNDED CONSTRUCTION PROJECTS



THIS NOTICE MUST BE POSTED ON THE JOBSITE IN A CONSPICUOUS PLACE

Construction Type: Highway and Heavy

Region Number: 05

Counties within region:

- BENTON-05
- ISANTI-30
- SHERBURNE-71
- STEARNS-73
- WRIGHT-86

Effective: 2022-11-14

This project is covered by Minnesota prevailing wage statutes. Wage rates listed below are the minimum hourly rates to be paid on this project.

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at a rate of one and one half (1 1/2) times the basic hourly rate. *Note: Overtime pay after eight (8) hours on the project must be paid even if the worker does not exceed forty (40) hours in the work week.*

Violations on MnDOT highways and road projects should be reported to:

Department of Transportation
Office of Construction
Transportation Building MS650
John Ireland Blvd
St. Paul, MN 55155
(651) 366-4209

All other prevailing wage violations and questions should be sent to:

Department of Labor and Industry
Prevailing Wage Section
443 Lafayette Road N
St Paul, MN 55155
(651) 284-5091
DLI.PrevWage@state.mn.us

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
LABORERS (101 - 112) (SPECIAL CRAFTS 701 - 730)				
101 LABORER, COMMON (GENERAL LABOR WORK)	2022-11-14	37.00	22.39	59.39
102 LABORER, SKILLED (ASSISTING SKILLED CRAFT JOURNEYMAN)	2022-11-14	37.00	22.39	59.39
103 LABORER, LANDSCAPING (GARDENER, SOD LAYER AND NURSERY OPERATOR)	2022-11-14	26.89	19.31	46.20

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
104	FLAG PERSON	2022-11-14	37.00	22.39	59.39
105	WATCH PERSON	2022-11-14	16.20	6.10	22.30
106	BLASTER	2022-11-14	28.11	16.57	44.68
107	PIPELAYER (WATER, SEWER AND GAS)	2022-11-14	40.50	22.39	62.89
108	TUNNEL MINER	2022-11-14	23.07	15.03	38.10
109	UNDERGROUND AND OPEN DITCH LABORER (EIGHT FEET BELOW STARTING GRADE LEVEL)	2022-11-14	38.50	22.39	60.89
110	SURVEY FIELD TECHNICIAN (OPERATE TOTAL STATION, GPS RECEIVER, LEVEL, ROD OR RANGE POLES, STEEL TAPE MEASUREMENT; MARK AND DRIVE STAKES; HAND OR POWER DIGGING FOR AND IDENTIFICATION OF MARKERS OR MONUMENTS; PERFORM AND CHECK CALCULATIONS; REVIEW AND UNDERSTAND CONSTRUCTION PLANS AND LAND SURVEY MATERIALS). THIS CLASSIFICATION DOES NOT APPLY TO THE WORK PERFORMED ON A PREVAILING WAGE PROJECT BY A LAND SURVEYOR WHO IS LICENSED PURSUANT TO MINNESOTA STATUTES, SECTIONS 326.02 TO 326.15.	2022-11-14	35.50	21.84	57.34
111	TRAFFIC CONTROL PERSON (TEMPORARY SIGNAGE)	2022-11-14	25.70	6.91	32.61
112	QUALITY CONTROL TESTER (FIELD AND COVERED OFF-SITE FACILITIES; TESTING OF AGGREGATE, ASPHALT, AND CONCRETE MATERIALS); LIMITED TO MN DOT HIGHWAY AND HEAVY CONSTRUCTION PROJECTS WHERE THE MN DOT HAS RETAINED QUALITY ASSURANCE PROFESSIONALS TO REVIEW AND INTERPRET THE RESULTS OF QUALITY CONTROL TESTERS. SERVICES PROVIDED BY THE CONTRACTOR.	2022-11-14	26.04	3.81	29.85

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
SPECIAL EQUIPMENT (201 - 204)					
201	ARTICULATED HAULER	2022-11-14	41.29	23.45	64.74
		2023-05-01	42.49	25.00	67.49
202	BOOM TRUCK	2022-11-14	43.64	23.45	67.09
		2023-05-01	44.94	25.00	69.94
203	LANDSCAPING EQUIPMENT, INCLUDES HYDRO SEEDER OR MULCHER, SOD ROLLER, FARM TRACTOR WITH ATTACHMENT SPECIFICALLY SEEDING, SODDING, OR PLANT, AND TWO-FRAMED FORKLIFT (EXCLUDING FRONT, POSIT-TRACK, AND SKID STEER LOADERS), NO EARTHWORK OR GRADING FOR ELEVATIONS	2022-11-14	26.89	19.31	46.20
204	OFF-ROAD TRUCK	2022-11-14	40.04	22.55	62.59
205	PAVEMENT MARKING OR MARKING REMOVAL EQUIPMENT (ONE OR TWO PERSON OPERATORS); SELF-PROPELLED TRUCK OR TRAILER MOUNTED UNITS.	2022-11-14	27.10	6.60	33.70
HIGHWAY/HEAVY POWER EQUIPMENT OPERATOR					
GROUP 2		2022-11-14	42.14	23.45	65.59
		2023-05-01	43.38	25.00	68.38
302	HELICOPTER PILOT (HIGHWAY AND HEAVY ONLY)				
303	CONCRETE PUMP (HIGHWAY AND HEAVY ONLY)				
304	ALL CRANES WITH OVER 135-FOOT BOOM, EXCLUDING JIB (HIGHWAY AND HEAVY ONLY)				
305	DAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR OTHER SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS THREE CUBIC YARDS AND OVER MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
306	GRADER OR MOTOR PATROL				
307	PILE DRIVING (HIGHWAY AND HEAVY ONLY)				
308	TUGBOAT 100 H.P. AND OVER WHEN LICENSE REQUIRED (HIGHWAY AND HEAVY ONLY)				
GROUP 3		2022-11-14	41.59	23.45	65.04
		2023-05-01	42.81	25.00	67.81
309	ASPHALT BITUMINOUS STABILIZER PLANT				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
310	CABLEWAY				
311	CONCRETE MIXER, STATIONARY PLANT (HIGHWAY AND HEAVY ONLY)				
312	DERRICK (GUY OR STIFFLEG)(POWER)(SKIDS OR STATIONARY) (HIGHWAY AND HEAVY ONLY)				
313	DRAGLINE, CRAWLER, HYDRAULIC BACKHOE (TRACK OR WHEEL MOUNTED) AND/OR SIMILAR EQUIPMENT WITH SHOVEL-TYPE CONTROLS, UP TO THREE CUBIC YARDS MANUFACTURER.S RATED CAPACITY INCLUDING ALL ATTACHMENTS (HIGHWAY AND HEAVY ONLY)				
314	DREDGE OR ENGINEERS, DREDGE (POWER) AND ENGINEER				
315	FRONT END LOADER, FIVE CUBIC YARDS AND OVER INCLUDING ATTACHMENTS. (HIGHWAY AND HEAVY ONLY)				
316	LOCOMOTIVE CRANE OPERATOR				
317	MIXER (PAVING) CONCRETE PAVING, ROAD MOLE, INCLUDING MUCKING OPERATIONS, CONWAY OR SIMILAR TYPE				
318	MECHANIC . WELDER ON POWER EQUIPMENT (HIGHWAY AND HEAVY ONLY)				
319	TRACTOR . BOOM TYPE (HIGHWAY AND HEAVY ONLY)				
320	TANDEM SCRAPER				
321	TRUCK CRANE . CRAWLER CRANE (HIGHWAY AND HEAVY ONLY)				
322	TUGBOAT 100 H.P AND OVER (HIGHWAY AND HEAVY ONLY)				
GROUP 4		2022-11-14	41.29	23.45	64.74
		2023-05-01	42.49	25.00	67.49
323	AIR TRACK ROCK DRILL				
324	AUTOMATIC ROAD MACHINE (CMI OR SIMILAR) (HIGHWAY AND HEAVY ONLY)				
325	BACKFILLER OPERATOR				
326	CONCRETE BATCH PLANT OPERATOR (HIGHWAY AND HEAVY ONLY)				
327	BITUMINOUS ROLLERS, RUBBER TIRED OR STEEL DRUMMED (EIGHT TONS AND OVER)				
328	BITUMINOUS SPREADER AND FINISHING MACHINES (POWER), INCLUDING PAVERS, MACRO SURFACING AND MICRO SURFACING, OR SIMILAR TYPES (OPERATOR AND SCREED PERSON)				
329	BROKK OR R.T.C. REMOTE CONTROL OR SIMILAR TYPE WITH ALL ATTACHMENTS				
330	CAT CHALLENGER TRACTORS OR SIMILAR TYPES PULLING ROCK WAGONS, BULLDOZERS AND SCRAPERS				
331	CHIP HARVESTER AND TREE CUTTER				
332	CONCRETE DISTRIBUTOR AND SPREADER FINISHING MACHINE, LONGITUDINAL FLOAT, JOINT MACHINE, AND SPRAY MACHINE				
333	CONCRETE MIXER ON JOBSITE (HIGHWAY AND HEAVY ONLY)				
334	CONCRETE MOBIL (HIGHWAY AND HEAVY ONLY)				
335	CRUSHING PLANT (GRAVEL AND STONE) OR GRAVEL WASHING, CRUSHING AND SCREENING PLANT				
336	CURB MACHINE				
337	DIRECTIONAL BORING MACHINE				
338	DOPE MACHINE (PIPELINE)				
339	DRILL RIGS, HEAVY ROTARY OR CHURN OR CABLE DRILL (HIGHWAY AND HEAVY ONLY)				
340	DUAL TRACTOR				
341	ELEVATING GRADER				
342	FORK LIFT OR STRADDLE CARRIER (HIGHWAY AND HEAVY ONLY)				

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
343	FORK LIFT OR LUMBER STACKER (HIGHWAY AND HEAVY ONLY)			
344	FRONT END, SKID STEER OVER 1 TO 5 C YD			
345	GPS REMOTE OPERATING OF EQUIPMENT			
346	HOIST ENGINEER (POWER) (HIGHWAY AND HEAVY ONLY)			
347	HYDRAULIC TREE PLANTER			
348	LAUNCHER PERSON (TANKER PERSON OR PILOT LICENSE)			
349	LOCOMOTIVE (HIGHWAY AND HEAVY ONLY)			
350	MILLING, GRINDING, PLANNING, FINE GRADE, OR TRIMMER MACHINE			
351	MULTIPLE MACHINES, SUCH AS AIR COMPRESSORS, WELDING MACHINES, GENERATORS, PUMPS (HIGHWAY AND HEAVY ONLY)			
352	PAVEMENT BREAKER OR TAMPING MACHINE (POWER DRIVEN) MIGHTY MITE OR SIMILAR TYPE			
353	PICKUP SWEEPER, ONE CUBIC YARD AND OVER HOPPER CAPACITY(HIGHWAY AND HEAVY ONLY)			
354	PIPELINE WRAPPING, CLEANING OR BENDING MACHINE			
355	POWER PLANT ENGINEER, 100 KWH AND OVER (HIGHWAY AND HEAVY ONLY)			
356	POWER ACTUATED HORIZONTAL BORING MACHINE, OVER SIX INCHES			
357	PUGMILL			
358	PUMPCRETE (HIGHWAY AND HEAVY ONLY)			
359	RUBBER-TIRED FARM TRACTOR WITH BACKHOE INCLUDING ATTACHMENTS (HIGHWAY AND HEAVY ONLY)			
360	SCRAPER			
361	SELF-PROPELLED SOIL STABILIZER			
362	SLIP FORM (POWER DRIVEN) (PAVING)			
363	TIE TAMPER AND BALLAST MACHINE			
364	TRACTOR, BULLDOZER (HIGHWAY AND HEAVY ONLY)			
365	TRACTOR, WHEEL TYPE, OVER 50 H.P. WITH PTO UNRELATED TO LANDSCAPING (HIGHWAY AND HEAVY ONLY)			
366	TRENCHING MACHINE (SEWER, WATER, GAS) EXCLUDES WALK BEHIND TRENCHER (HIGHWAY AND HEAVY ONLY)			
367	TUB GRINDER, MORBARK, OR SIMILAR TYPE			
368	WELL POINT DISMANTLING OR INSTALLATION (HIGHWAY AND HEAVY ONLY)			
GROUP 5	2022-11-14	38.25	23.45	61.70
	2023-05-01	39.33	25.00	64.33
369	AIR COMPRESSOR, 600 CFM OR OVER (HIGHWAY AND HEAVY ONLY)			
370	BITUMINOUS ROLLER (UNDER EIGHT TONS)			
371	CONCRETE SAW (MULTIPLE BLADE) (POWER OPERATED)			
372	FORM TRENCH DIGGER (POWER)			
373	FRONT END, SKID STEER UP TO 1C YD			
374	GUNITE GUNALL (HIGHWAY AND HEAVY ONLY)			
375	HYDRAULIC LOG SPLITTER			
376	LOADER (BARBER GREENE OR SIMILAR TYPE)			

LABOR CODE AND CLASS	EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
377				
378				
379				
380				
381				
382				
383				
384				
385				
GROUP 6	2022-11-14	37.04	23.45	60.49
	2023-05-01	38.06	25.00	63.06
387				
388				
389				
390				
391				
392				
393				
394				
395				
396				
397				
TRUCK DRIVERS				
GROUP 1	2022-11-14	23.90	0.00	23.90
601				
602				
603				
GROUP 2	2022-11-14	21.00	0.00	21.00
604				
GROUP 3	2022-11-14	30.60	13.00	43.60
605				
606				
607				

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
GROUP 4		2022-11-14	22.00	6.91	28.91
608	BITUMINOUS DISTRIBUTOR SPRAY OPERATOR (REAR AND OILER)				
609	DUMP PERSON				
610	GREASER				
611	PILOT CAR DRIVER				
612	RUBBER-TIRED, SELF-PROPELLED PACKER UNDER 8 TONS				
613	TWO AXLE UNIT				
614	SLURRY OPERATOR				
615	TANK TRUCK HELPER (GAS, OIL, ROAD OIL, AND WATER)				
616	TRACTOR OPERATOR, UNDER 50 H.P.				
SPECIAL CRAFTS					
701	HEATING AND FROST INSULATORS	2022-11-14	43.90	23.05	66.95
702	BOILERMAKERS	2022-11-14	41.94	29.99	71.93
703	BRICKLAYERS	2022-11-14	36.49	20.24	56.73
704	CARPENTERS	2022-11-14	41.19	27.05	68.24
705	CARPET LAYERS (LINOLEUM)	FOR RATE CALL 651-284-5091 OR EMAIL DLI.PREVVAGE@STATE.MN.US			
706	CEMENT MASONS	2022-11-14	43.00	23.72	66.72
707	ELECTRICIANS	2022-11-14	56.21	20.99	77.20
711	GROUND PERSON	2022-11-14	35.60	18.55	54.15
712	IRONWORKERS	2022-11-14	41.00	33.11	74.11
		2023-05-01	44.00	33.11	77.11
713	LINEMAN	2022-11-14	50.86	23.06	73.92
714	MILLWRIGHT	2022-11-14	37.13	30.28	67.41
715	PAINTERS (INCLUDING HAND BRUSHED, HAND SPRAYED, AND THE TAPING OF PAVEMENT MARKINGS)	2022-11-14	38.25	21.24	59.49

LABOR CODE AND CLASS		EFFECT DATE	BASIC RATE	FRINGE RATE	TOTAL RATE
716	PILEDRIIVER (INCLUDING VIBRATORY DRIVER OR EXTRACTOR FOR PILING AND SHEETING OPERATIONS)	2022-11-14	41.14	27.05	68.19
717	PIPEFITTERS . STEAMFITTERS	2022-11-14	49.27	28.67	77.94
719	PLUMBERS	2022-11-14	45.01	22.94	67.95
721	SHEET METAL WORKERS	2022-11-14	40.88	25.10	65.98
723	TERRAZZO WORKERS	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
724	TILE SETTERS	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
725	TILE FINISHERS	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			
727	WIRING SYSTEM TECHNICIAN	2022-11-14	43.52	19.41	62.93
728	WIRING SYSTEMS INSTALLER	2022-11-14	26.49	13.23	39.72
729	ASBESTOS ABATEMENT WORKER	2022-11-14	30.08	16.46	46.54
730	SIGN ERECTOR	FOR RATE CALL 651-284-5091 OR EMAIL DLLPREVWAGE@STATE.MN.US			

Items to Be Submitted with the Bid
for

Water Tower Reconditioning

OW1.126500

City of Annandale

Annandale, MN

BID FORMS

Water Tower Reconditioning
OW1.126500

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

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: City of Annandale, 30 Cedar St. E, P.O. Box K, Annandale, MN 55302. Refer to the Advertisement for Bids for submittal location, format, and deadline for consideration.
- 1.02 Bids may also be submitted electronically through QuestCDN.
- 1.03 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.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Section 00 41 10 Bid Schedule
 - C. Section 00 45 11 Responsible Contractor Verification and Certification of Compliance Prime Contractor Bid Form Attachment of this Project Manual.

ARTICLE 3—BASIS OF BID

- 3.01 Unit Price Bids
- 3.02 Bidder will perform the Work listed in the Bid Schedule at the indicated unit prices.
 - A. Bidder acknowledges that:
 - 1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
 - 2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 61 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder’s Representations

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no 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.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. 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.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. 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.
 - d. 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.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

SECTION 00 41 10 – BID SCHEDULE

Bid Form for construction of:
300,000 Gallon Elevated Water Storage Tank
City of Annandale, Minnesota

The undersigned declares that the only persons or parties interested in this Bid as principals are as stated; that the Bid is made without any collusion with other persons, firms, or corporations; that he has carefully examined all the Contract Documents as prepared by Bolton & Menk, Inc.; that he has informed himself fully in regard to all conditions pertaining to the Work and the place where it is to be done, and from them the undersigned makes this Bid. The Bid price covers all expenses incurred in performing the Work required under the Contract Documents, of which this Bid Form is a part.

Note: Bids shall include sales tax and all applicable taxes and fees.

The Bidder has based the following Total Project Base Bid Price upon providing the equipment and materials of the encircled manufacturers as listed in the Equipment/Materials Schedule attached to this Bid Form. Should Bidder fail to indicate which named manufacturer his Total Project Base Bid Price is based upon, the Bidder will supply the first-named manufacturer's equipment/material. Bidder has also indicated substitute equipment/materials that he proposes to be utilized in place of the encircled manufacturers' equipment/materials, subject to the following:

1. Allowance of "alternate" equipment does not constitute a waiver of the Specifications. If the Bidder desires to offer equipment by an "alternate" manufacturer instead of the "Basis of Bid" manufacturer, he shall indicate in the appropriate schedule the change in Lump Sum Base Bid of the "alternate" equipment.
2. In order that the Owner may determine if the proposed "alternate" manufacturer is a satisfactory substitute to that specified, the bidder shall submit one set of drawings, Specifications, full descriptive material, performance data and a detailed list of exceptions taken to the Specifications with the bid or to the ENGINEER in advance of the bid. Any revisions to structures, piping, mechanical, electrical, instrumentation and control or any other work necessary by such "alternate" equipment must be submitted for approval and the entire cost for such revisions shall be included in the installed price of "alternate."
3. The Engineer will review all proposed "Alternate" Manufacturer's equipment qualification submittals in a timely manner to determine conformance with the performance and technical requirements of this project. The Engineer will be the sole judge as to the comparative quality and suitability of such alternative equipment, products or other materials, and his/her decision shall be final.
4. If awarded a Contract on this project, all equipment items be guaranteed by the undersigned and his Surety to meet the performance requirements of the Contract Documents.
5. That all installed prices stated on the Equipment/Materials Schedule include the preparation and submittal of detailed drawings showing all modifications, if any, to the Contract Drawing necessary to accommodate such equipment and furthermore that all installed costs stated on the Schedule include complete operating installation, and the furnishing and installing of any and all change or additions in structures, piping, buildings, mechanical and electrical work, accessories and controls, necessary to accommodate the equipment.

This Proposal is submitted after careful study of the plans and specifications and from personal knowledge of the conditions to be encountered at the project site, which knowledge was obtained from the undersigned's own sources of information and not from any official or employee of the OWNER.

If a discrepancy appears between the written and the numerical, the written words will be used as the quoted price. If an error appears in an extension or the addition of items, the corrected extension or total of the parts shall govern.

In accordance with the above understanding, the undersigned proposes to perform the Work, furnish all materials, and complete the Work in its entirety in the manner and under the conditions required for the Total Project Base Bid, Lump Sum Price listed on the following pages.

BID of _____
(Name of Bidder)

Schedule of Prices for Construction of:

Water Tower Rehabilitation

OW1.126500

City of Annandale, Minnesota

Bidder agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices.

NOTE: BIDS shall include sales tax and all applicable taxes and fees.

BIDDER must fill in the TOTAL UNIT PRICE BID" amount.

UNIT PRICE BID SCHEDULE

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1.	Mobilization and site maintenance.	L.S.	1	\$	\$
2.	Grinding (misc.)	Hour	10	\$	\$
3.	Welding (misc.)	L.F.	10	\$	\$
4.	Pit filler (misc.)	Hour	1	\$	\$
5.	Caulking (misc.)	L.F.	500	\$	\$
6.	Interior Wet - Complete sandblasting and reconditioning of all tower surfaces - Containment	L.S.	1	\$	\$
7.	Interior Dry - Complete sandblasting and reconditioning of all tower surfaces - Containment	L.S.	1	\$	\$
8.	Exterior - Complete sandblasting and reconditioning of all tower surfaces (full exterior curtain containment).	L.S.	1	\$	\$
9.	Provide and install new drain "mud" valve and piping.	L.S.	1	\$	\$
10.	Provide and install new tank mixer & SCADA panel	L.S.	1	\$	\$
11.	Tower "new" lettering/logos.	L.S.	2	\$	\$
12.	Provide and install new LED aviation obstruction light & post.	L.S.	1	\$	\$
13.	Repair damaged grout/mortar under cone baseplate ring (caulk seam and paint grout/mortar).	L.S.	1	\$	\$
14.	Modify upper landing with new drain to overflow pipe.	L.S.	1	\$	\$
15.	Remove/Provide and install all new inlet/outlet fittings, valves, gauge.	L.S.	1	\$	\$
16.	Provide and install new recirculation pump, in-line temp sensor, flow indicator, all new inlet/outlet pipe valves, and all piping to interior wet	L.S.	1	\$	\$
17.	Provide and install new pressure manway gasket.	L.S.	1	\$	\$
18.	Provide and install new overflow pipe screen.	L.S.	1	\$	\$
19.	Carefully remove inlet/outlet pipe insulation and reinstall insulation/jacket. Install existing metal jacket (provide with new banding) on inlet/outlet pipe.	L.S.	1	\$	\$

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
20.	Provide new safety climbs and personal protection (safety climb) equipment.	L.S.	1	\$	\$
21.	Provide and install new tower access door	L.S.	1	\$	\$
22.	Remove all abandoned Cathodic Protection equipment and plug hole at tank bottom	L.S.	1	\$	\$
23.	Provide and install new pressure relief roof vent	L.S.	1	\$	\$
24.	Provide and install new shelter in tower cone base	L.S.	1	\$	\$
25.	Disinfection.	L.S.	1	\$	\$
26.	Site restoration.	L.S.	1	\$	\$
27.	Construction allowance.	L.S.	1	\$20,000	\$20,000
TOTAL UNIT PRICE BID			\$		

*** END OF SECTION ***

BID SECURITY FORM

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Annandale Address <i>(principal place of business)</i> : 30 Cedar St. E, P.O. Box K Annandale, MN 55302	Bid Project <i>(name and location)</i> : Water Tower Reconditioning - Annandale, MN <u>Bid Due Date:</u>
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title:	Title:
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PRIME CONTRACTOR BID FORM ATTACHMENT

PROJECT NUMBER: 0W1.126500

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the bid form submitted for this project. A bid form received without this form, may be rejected.

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier 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...	
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:	
(1)	<p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements 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, 181.03, 181.101, 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, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during 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;*

This document is a MODIFIED version of the MnDOT Responsible Contractor Verification and Certification of Compliance form

City of Annandale - 0W1.126500

RESPONSIBLE CONTRACTOR VERIFICATION AND
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(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 that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers 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. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

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, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath 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. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be 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 or motor carrier 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. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify 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, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, 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:

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.

******END OF SECTION******

This document is a MODIFIED version of the MnDOT Responsible Contractor Verification and Certification of Compliance form

City of Annandale - 0W1.126500

RESPONSIBLE CONTRACTOR VERIFICATION AND
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Items to Be Executed After Bid Opening

for

Water Tower Reconditioning

OW1.126500

City of Annandale

Annandale, MN

NOTICE OF AWARD

Date of Issuance:

Owner: City of Annandale

Owner's Project No.:

Engineer: Bolton & Menk, Inc.

Engineer's Project No.: 0W1.126500

Project: Water Tower Reconditioning

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated _____ for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Water Tower Coating

The Contract Price of the awarded Contract is \$_____. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

_____ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [number of copies sent] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Deliver to Owner executed Section 00 51 11 "ADDITIONAL SUBCONTRACTORS LIST" in accordance with Minn. Stat. 16C.285 subd.3 Subclauses (1) to (7). Delivery is a condition precedent to execution of this contract and failure to submit this form shall be cause for the Owner to cancel Award of Contract and declare your Bid security forfeited.
4. Other conditions precedent (if any): None

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Annandale

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT NUMBER: 0W1.126500

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. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

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

*Attach additional sheets as needed for submission of all first-tier subcontractors.

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1	
By signing this document I certify that I am an owner or officer of the company, and I certify under oath that: All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

**ADDITIONAL SUBCONTRACTORS LIST
ATTACHMENT A-2
ADDITIONAL SUBCONTRACTORS LIST**

**PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT
PROJECT NUMBER: 0W1.126500**

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. ...

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

*Attach additional sheets as needed for submission of all additional subcontractors.

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

AGREEMENT FORMS

This Agreement is by and between City of Annandale ("Owner") and _____
("Contractor").

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

Owner and Contractor hereby agree as follows: Water Tower Reconditioning

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Painting

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Water Tower Coating

ARTICLE 3—ENGINEER

3.01 The Owner has retained Bolton & Menk, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Bolton & Menk, Inc.

ARTICLE 4—CONTRACT TIMES

4.01 Time Is 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 Substantial Completion

A. Substantial completion shall be defined as:

1. The date when construction is sufficiently completed so that the owner can occupy or use the improvement for the intended purpose.
2. For streets, highways, and bridges, the date when construction-related traffic devices and ongoing inspections are no longer required.
3. The Contractor acknowledges that ongoing inspections are required until the conditions of all construction permits for this project are met and specifically during the following work activities: excavation, backfilling, underground utilities including water, sanitary, and storm sewer, compaction, aggregate base, paving, and removal of all traffic control signage and erosion control temporary best management practices.

4.03 Contract Times: Dates

A. The work will be substantially completed on or before 10/01/23, and completed and ready for final payment in accordance with Paragraph 15.06 of Section 00 72 00 "General Conditions" of this Project Manual on or before 11/01/23.

4.04 Milestones

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
 - 1. None

4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by 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):
 - 1. Substantial Completion: Contractor shall pay Owner \$960.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$384.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
 - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
 - C. For all awarded Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - D. The Work awarded shall include:
 - 1. Base Bid
 - 2. _____

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 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 the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.
 - 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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95% percent of the value of the 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).
- B. Within 60 days of the date of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment and all final paperwork is completed. Final paperwork is defined as documents required by the contract which may include but are not limited to:
 - 1. Operations Manuals, as built drawings, and submittals required by the contract documents, and
 - 2. Payroll documents for projects with prevailing wage requirements, and
 - 3. IC 134, and
 - 4. Lien Releases, if required.
 - a. Mn Department of Commerce Form 40.5.1.
 - b. <http://www.commerce.state.mn.us/UCB/40.5.1.pdf> or equal.

6.03 Progress Payment to Subcontractors

- A. For contracts within the State of Minnesota, MN Statute 471.425 Subd. 4a. shall apply. MN Statute 471.425 Subd. 4a. requires:
 - 1. The prime contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment for undisputed services provided by the subcontractor.
 - 2. The prime contractor shall pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

3. 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 prime contractor shall pay the actual penalty due to the subcontractor.
4. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action."

6.04 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.05 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.06 Interest

- A. All amounts not paid when due will bear interest at the rate of 1.5 percent per month.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings as listed in the table of contents of the project manual (copy of list attached.)
 7. MN Public Facilities Authority Contract Packet.
 8. Addenda (numbers ___ to ___, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages ___ to ___, inclusive).
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.
 - 8. 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.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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8.02 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 8.02:
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.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C 700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

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

OWNER:

CONTRACTOR:

City of Annandale

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

(date signed)

Name:

Kelly Hinnenkamp

(typed or printed)

Name:

(typed or printed)

Title:

City Administrator

(typed or printed)

Title:

(typed or printed)

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Attest:

(individual's signature)

Title:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

30 Cedar St. E, P.O. Box K

Annandale, MN 55302

Address for giving notices:

Designated Representative:

Designated Representative

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

Address:

Address:

NOTICE TO PROCEED

Owner: City of Annandale Owner's Project No.: _____
Engineer: Bolton & Menk, Inc. Engineer's Project No.: 0W1.126500
Contractor: _____ Contractor's Project No.: _____
Project: Water Tower Reconditioning
Contract Name: _____
Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

The Substantial Completion and Final Completion must be achieved in accordance with the requirements of the Agreement.

Before starting any Work at the Site, Contractor must comply with the following: None

Owner: City of Annandale
By (signature): _____
Name (printed): _____
Title: _____
Date Issued: _____
Copy: Engineer

PERFORMANCE BOND FORM

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Annandale Mailing address <i>(principal place of business)</i> : 30 Cedar St. E, P.O. Box K Annandale, MN, 55302	Contract Description <i>(name and location)</i> : Water Tower Reconditioning - Annandale, MN 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 FORM

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Annandale Mailing address <i>(principal place of business)</i> : 30 Cedar St. E, P.O. Box K Annandale, MN 55302	Contract Description <i>(name and location)</i> : Water Tower Reconditioning - Annandale, MN 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: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
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**

WARRANTY BOND FORM

Contractor Name: _____ Address (principal place of business): _____	Surety Name: _____ Address (principal place of business): _____
Owner Name: City of Annandale Address (principal place of business): 30 Cedar St. E, P.O. Box K Annandale, MN 55302	Construction Contract Description (name and location): _____ Contract Price: _____ Effective Date of Contract: _____ Contract's Date of Substantial Completion: _____
Bond Bond Amount: <u> [Amount] </u> Date of Bond: <u> [Date] </u> Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 9	
Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until [insert number of years, typically either two or three] years after such Substantial Completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty 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>	

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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's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may 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 the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. Construction Contract—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. Correction Period Obligations—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the Construction Contract's Correction Period clause, EJCDC® C 700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.08, as duly modified.
 - 8.4. Substantial Completion—As defined in the Construction Contract.
 - 8.5. Work—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **None**

General Conditions

for

Edition C-700 EJCDC - 2018

Water Tower Reconditioning

0W1.126500

City of Annandale

Annandale, MN

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

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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 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.

Supplementary Conditions

for

Edition C-800 EJCDC® - 2018

Water Tower Reconditioning

0W1.126500

City of Annandale

Annandale, MN

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C 700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC-1.01.A.33 Insert the following sentence at the end of Paragraph 1.01.A.33:

The term Construction Project Representative (CPR) shall have the same meaning as RPR.

SC-1.01.A.42. Delete Paragraph 1.01.A.42 in its entirety and insert the following in its place:

42. Substantial Completion – Substantial Completion shall be as defined in the Agreement.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

- B. Evidence of Contractor's Insurance: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. Evidence of Owner's Insurance: After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

- A. Owner shall furnish to Contractor four printed copies of the Contract Documents (including one fully signed counterpart of the Agreement), and one in electronic portable document format (PDF).

2.06 Electronic Transmittals

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. Electronic Documents Protocol: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed, and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

- 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 5 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of

the Electronic Document or use an alternative delivery method to complete the communication.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at \$150 per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.03 Reference Points

4.03.A. Delete Paragraph 4.03.A of the General Conditions in its entirety and insert the following Paragraph 4.03.A in its place:

- A. The OWNER will provide engineering surveys to establish reference points for construction.

4.05 Delays in Contractor's Progress

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

- 5. Weather-Related Delays
 - a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the Table 1803-2—Anticipated Work Days Lost Due to Weather in MnDOT Standard Specifications for Construction. The days in Table 1803-2 are cumulative and the number of allowable bad weather days will be determined by totaling the monthly number of days throughout the specified Contract Time. The days in Table 1803-2 will be prorated when Contract Time starts or ends mid-month.
 - 2) Work days lost to inclement weather exceeding the allowable number, established as described in Paragraph 4.05.C.2 will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.
 - 3) The Owner will not consider weekends or holidays, as eligible for extensions of Contract Time due to weather unless the Engineer or Owner directs the Contractor to work those days, or the Contractor’s accepted progress schedule in place at the time the delay occurred indicated that the Contractor intended to perform Critical Path Work on those days.

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

5.03 Subsurface and Physical Conditions

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- D. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:
 - a. There are no reports the Contractor may rely.
- E. The following table lists the 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 specifically identifies the Technical Data upon which Contractor may rely:
 - a. There are no drawings the Contractor may rely.
- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at 2040 Hwy. 12 East, Willmar, MN, 56201-5818, (320) 231-3956, fax (320) 231-9710 during regular business hours or may request copies from Engineer.

5.06 Hazardous Environmental Conditions

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:
 - a. There are no reports the Contractor may rely.
5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:
 - a. There are no rawings the Contractor may rely.

5.07 Add the following new section immediately after Section 5.06:

5.07 – Inadvertent Discoveries

- A. The contractor is cautioned that disturbance of historical objects may be subject to criminal or civil penalties.
- B. If potential historic objects are found within the project limits, the Contractor shall:
 1. Suspend operations in the immediate area of the discovery and protect from construction operations.
 2. Notify the Engineer of the presence of potential historical objects.
 3. The Contractor shall not perform work that the Contractor considers Extra Work without the written approval of the Engineer.
 4. Work may be restricted or suspended in the Immediate area of the historical objects for a period not to exceed 72 hours without a Contractor claim for damages. No restrictions or suspension shall be imposed over 72 hours unless agreed by the Contractor and the Owner in writing.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. Required Performance Bond Form: The performance bond that Contractor furnishes will be in the form of EJCDC® C 610, Performance Bond (2010, 2013, or 2018 edition).
2. Required Payment Bond Form: The payment bond that Contractor furnishes will be in the form of EJCDC® C 615, Payment Bond (2010, 2013, or 2018 edition).

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.B:

1. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be 2 years after Substantial Completion.
2. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C 612, Warranty Bond (2018). The warranty bond must be in a bond amount of 10 percent of the final Contract Price. The warranty bond period will extend to a date 2 years after Substantial Completion of the Work. Contractor shall

deliver the fully executed warranty bond to Owner prior to final payment, and in any event no later than 11 months after Substantial Completion.

3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

6.03 Contractor's Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. Other Additional Insureds: As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: None
- E. Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	Not Applicable
Bodily injury by disease—aggregate	Not Applicable
Employer's Liability	
Each accident	\$1,000,000.00
Each employee	\$1,000,000.00
Policy limit	\$1,000,000.00
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	Not Applicable

- F. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. Commercial General Liability—Form and Content: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000.00
Products—Completed Operations Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$1,500,000.00
Bodily Injury and Property Damage—Each Occurrence	\$1,500,000.00

- J. Automobile Liability: Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$1,000,000.00
Each Accident	\$1,000,000.00
Property Damage	
Each Accident	\$1,000,000.00
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000.00

- K. Umbrella or Excess Liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	Not Applicable
General Aggregate	Not Applicable

- L. Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in

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coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$0 after accounting for partial attribution of its limits to underlying policies, as allowed above.

- M. Contractor's Pollution Liability Insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	Not Applicable
General Aggregate	Not Applicable

- N. Contractor's Professional Liability Insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	Not Applicable
Annual Aggregate	Not Applicable

- O. Railroad Protective Liability Insurance: No Supplementary Conditions in this Article.
- P. Unmanned Aerial Vehicle Liability Insurance: No Supplementary Conditions in this Article.
- Q. Other Required Insurance: No Supplementary Conditions in this Article.

6.04 Builder's Risk and Other Property Insurance: No Supplementary Conditions in this Article.

Guidance Notes—Installation Floater—An installation floater is insurance carried by a specific contractor, covering only the materials and equipment to be incorporated in the contractor's work. It typically does not insure against losses that occur after installation. In most cases, builder's risk insurance offers broader coverage, covers the Owner, Contractor, and Subcontractors, and is the preferred risk management instrument. On some projects, an installation floater may be an acceptable alternative to a builder's risk policy. For example, on a pipeline project it may be sufficient from a risk management standpoint to insure against loss or damage to the piping until installation, at which time there is little further risk from standard insurable perils such as fire or windstorm. Because the Owner will typically not be an insured, the use of an installation floater also assumes a risk management decision that protecting the Contractor's interest in the materials and equipment is sufficient to assure

the best interests of the project. See EJCDC® C 001, Commentary on the 2018 EJCDC Construction Documents (2018).

If, after consultation with its risk managers, Owner elects to allow purchase of an installation floater rather than a builder's risk policy, the following SC 6.04.A should be included as a Supplementary Condition; GC 6.04.B, GC 6.04.C, GC 6.04.D, and GC 6.04.E should be retained; SC 6.04.F, Builder's Risk Requirements, should not be included; and SC 6.04.H, Builder's Risk, and other Property Insurance Deductibles, should be included. Owner should determine whether soft cost and related coverage is available and warranted, and if so modify the contents of SC 6.04.G, Coverage for Completion Delays, for the installation floater requirement.

SC 6.04 Delete Paragraph 6.04.A of the General Conditions and substitute the following in its place:

A. Installation Floater

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:
 - a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:00 A.M. to 7:00 P.M. Monday - Friday.
2. Owner's legal holidays are: New Year's Day, January 1; Martin Luther King's Birthday, the third Monday in January; Washington's and Lincoln's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Christopher Columbus Day, the second Monday

in October; Veterans Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25.

3. When a legal holiday occurs on Sunday, the subsequent Monday shall be the observed holiday. When a legal holiday occurs on Saturday, the preceding Friday shall be the observed holiday.

ARTICLE 8—OTHER WORK AT THE SITE

Coordination - No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

Owner's Site Representative. No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. Liaison
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. Review of Work; Defective Work
 - a. Conduct on-site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02 if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection, or approval.

5. Inspections and Tests
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. Payment Requests: Review Applications for Payment with Contractor.
 7. Completion
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

SC-11.02.C Insert the following after 11.02.B

- C. In complying with any Minnesota Governmental Data Practices Act (MGDPA) request, Contractor will be reimbursed by Change Order only for its reasonable direct labor and other direct expenses, without mark-up or increase in 11.07.C. Fee; but only to the extent that the request is not due to a negligent, intentional, or willful act or omission by the Contractor or other failure to comply with its obligations under this contract.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

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

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.

13.03 Unit Price Work

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

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 extended price of a particular item of Unit Price Work amounts to five percent or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than twenty percent 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

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01.B Replace Paragraph 15.01.B.1 with the following:

1. The Engineer shall, in communication with Contractor, prepare a draft partial payment estimate on or about the day as specified in Article 6 of the Agreement in any given month where significant work has been completed. The Pay Estimate shall then be forwarded to the Contractor for its review, approval, and submittal. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect the Owner's interest therein, all of which must be satisfactory to Owner.

SC-15.01.C Delete paragraph 15.01.C.1 in its entirety.

SC-15.01.D Delete Paragraph 15.01.D.1 in its entirety and replace with the following:

1. The time period for payment shall be in accordance with the Agreement.

SC-15.01.E.1 Add the following new Paragraph 15-01.E.1.m

- m. All out-of-state contractors shall comply with all State of Minnesota surety deposit requirements. The OWNER may withhold an additional sum of 8 percent of the amount due the CONTRACTOR from each payment and forward it to the Department of Revenue until the CONTRACTOR's state tax obligations are considered fulfilled unless the CONTRACTOR can show reason for exemption. Exemption will be granted provided the out-of-state CONTRACTOR meets the exemption guidelines established for the Minnesota Department of Revenue. All necessary forms may be obtained from the Minnesota Department of Revenue, Mail Station 4450, St. Paul, Minnesota 55146-4450, or phone 1-800-657-3777 or online at:
<http://www.revenue.state.mn.us/businesses/withholding/Pages/Forms.aspx>.

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 Substantial Completion

SC-15.03.A. Delete Paragraph 15.03.A. in its entirety and replace with the following:

- A. When Contractor considers the entire Work to be substantially complete 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.

SC-15.03.B. Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.06 Final Payment

SC-15.06 Add the following Paragraph 15.06.A.4. Immediately following Paragraph 15.06.A.3.

4. Final payment will not be made to the CONTRACTOR until a certificate showing that the CONTRACTOR has complied with the provisions of M.S.A. 290.92 requiring withholding of income tax on wages at the source. Said certificate shall be executed by the Commissioner of Revenue. Forms for certification may be obtained from the Commissioner of Revenue, Centennial Building, St. Paul, Minnesota 55145.

15.08 Correction Period

SC-15.08 Add the following new Paragraph 15.08.G:

- G. The correction period specified as one year after the date of Substantial Completion in Paragraph 15.08.A of the General Conditions is hereby revised to be the number of years set forth in SC-6.01.B.1; or if no such revision has been made in SC-6.01.B, then the correction period is hereby specified to be 2 years after Substantial Completion.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

EXHIBIT A —SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports, and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version.			
DWG	Autodesk® AutoCAD .dwg format Version.			
DOC	Microsoft® Word .docx format Version.			
EXC	Microsoft® Excel .xls or .xml format Version.			
DB	Microsoft® Access .mdb format Version.			

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TO BE PRINTED ON CONTRACTOR'S LETTERHEAD

LETTER OF TRANSMITTAL

Contractor Name _____

Contractor Address _____

Contractor City, State, Zip _____

DATE:	BMI # 0W1.126500
ATTENTION: Jared A. Voge, P.E.	
RE: Water Tower Reconditioning	
SUBMITTAL NO.	

WE ARE SENDING YOU

- ☐ Attached ☐ Under separate cover via _____ the following items:
- ☐ Shop drawings ☐ Prints ☐ Specifications ☐ Copy of letter
- ☐ _____

No. Copies Submitted	Specification Section	Subject of Shop Drawing or Other Submittal	Review Action (To be filled in by Engineer)

Review Action Explanation: A. No Exceptions Taken C. Amend-Resubmit
 B. Make Corrections Noted D. Rejected-Resubmit

Comments: (To be filled in by Engineer)

- ☐ The CONTRACTOR hereby notifies the OWNER that this Shop Drawing is in conformance with Article 7 of the General Conditions to the Contract Documents.
- ☐ The CONTRACTOR hereby notifies the OWNER that this Shop Drawing is not in conformance with Article 7 of the General Conditions to the Contract Documents and nevertheless asks approval thereof. The features not in conformance are as follows:
1. _____ CONTRACTOR SIGNED: _____
2. _____
3. _____ DATE: _____
4. _____
5. _____

(To be filled in by Engineer)

COPY TO:

ENGINEER SIGNED:

DATE:

Distribution: ☐ Contractor ☐ Owner ☐ Proj. Engr. ☐ Field Office ☐ Other

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City of Annandale - 0W1.126500

February 2023

SUPPLEMENTARY CONDITIONS

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CONDITIONS OF THE CONTRACT

for

Water Tower Reconditioning

City of Annandale

Annandale, MN

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 PROJECT LOCATION

- A. The project location is shown on the vicinity map in the design drawing set.

1.2 PROJECT DESCRIPTION

- A. The work hereafter referred to requires the complete construction and start-up necessary for the facility with all required equipment, generally described, but not limited to, in the following paragraphs.

300,000 GALLON ELEVATED WATER STORAGE TANK

1. BASE BID

(a) Exterior Rehabilitation

- (1) Complete removal and reconditioning of all tower surfaces.
- (2) Full curtain containment

(b) Interior Wet Rehabilitation

- (1) Complete removal and reconditioning of all tower surfaces.

(c) Interior Dry Rehabilitation

- (1) Complete removal and reconditioning of all tower surfaces.

(d) New City lettering/logos painted on exterior of tank.

(e) Other miscellaneous work shown on the plans or specified herein.

1.3 ALTERNATE MATERIALS & METHODS OF CONSTRUCTION

- A. The Contractor may present alternative materials and/or methods of construction for consideration by the Owner. Proposals for such alternatives shall be in accordance with the provisions of Section 01 23 00 "Alternates" of this Project Manual.

1.4 CONTRACTOR USE OF PROJECT SITE

- A. The Contractor's use of the project site shall be limited to its construction operations, including on-site storage of materials and field offices. No materials shall be stored in a location as to limit access to the affected public. Any damage caused by Contractor operations to private property, including but not limited to, parking lots, trees, shrubs, material spatter, etc. shall promptly be corrected at the Contractor's expense.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 OPERATIONAL LIMITATIONS AND REQUIREMENTS

- A. The Contractor shall confine its work within the limits of the easements, public rights-of-way, and/or construction limits as shown on the plans. If the Contractor desires additional space, it shall be the Contractor's responsibility to acquire easements and/or permission, as desired.

3.2 BARRICADES

- A. The Contractor shall furnish and install any necessary barricades to protect the public or workers during the project. Barricades to keep public out of construction areas shall be left in place until removed by

Contractor after they are no longer required for protection. The Contractor is responsible to secure the site at all times during the demolition.

- B. The Contractor shall furnish names, addresses, and phone numbers of at least two local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:

The Engineer

The Owner

Local Law Enforcement Agencies

- C. The Contractor shall respond with sufficient personnel, equipment and/or materials and conduct the required work **or be subject to a \$100 per hour deduction from the time of notification for non-attention to project security and safety.**

3.3 SAFETY HAZARDS

- A. The Owner, Engineer or their representatives may indicate potential safety hazards noticed at the Construction site. However, the Contractor shall remain the only party liable for the maintenance of safe construction practices.

******END OF SECTION******

SECTION 01 21 16 – CONTINGENCY ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section describes the Construction Allowances bid item.

1.2 METHOD OF MEASUREMENT AND PAYMENT

- A. The Construction Allowances bid item shall be used at the Engineer or Owner's discretion to pay for minor changes that are compatible with the design concept of the completed Project. Payment will be by the unit at a price of \$1.00 per unit.
1. No payment shall be made for Construction Allowances unless the following conditions are met:
 - (a) The Contractor shall submit a written request for approval of the construction allowances prior to the work being undertaken by the Contractor, if applicable.
 - (b) The work is authorized in writing by an approved Field Order.
 - (c) The work is authorized in writing by: Owner
 2. Costs eligible for payment may include a mutually acceptable Contractor markup, however; markups shall not include costs for performance and payment bonds.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

*******END OF SECTION*******

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This section shall govern the interpretation and evaluation of bid alternates and contractor proposed alternatives.
- B. The Owner reserves the right to reject any bids not complying with the requirements of this section.
- C. All bids must include a bid based on the "base bid" or the Contract Documents defined alternatives, as specified, without anticipation of the use of "or equal" items or contractor proposed alternatives. Bids solely based on the use of "or equal" items or contractor proposed alternatives may be rejected without consideration, at the discretion of the Owner.
- D. Qualification process
 - 1. Installers wishing to qualify alternate methods and/or materials for this project must submit a copy of the license or certificate verifying the manufacturer's or licensor's approval, and evidence of the installer's experience including the number, total length, and locations of trenchless construction projects installed to date using the proposed materials and methods together with the names and phone numbers of facility owners to the Engineer 10 days prior to the opening of bids to allow time for evaluation.
 - 2. The final decision to accept or reject the applicant lies solely with the Owner.

1.2 INTERPRETATION OF "OR EQUAL" CLAUSES

- A. The Contractor shall include in its base bid the items, as specified, without consideration of using the 'or equal' items and methods.
- B. The Contractor shall then include in its bid the amount of the deduction, increase or revised total bid to be applied if the 'or equal' items and methods are accepted.
- C. The Owner and Engineer shall evaluate the 'or equal' stature of the proposed materials and methods.
- D. The Owner reserves the right to accept or reject the proposed 'or equal' materials and methods at the appropriate adjustment to bid price.

1.3 PROPOSALS WITH SPECIFIED BID ALTERNATES

- A. The Owner reserves the right to select the bid alternate desired, regardless of the amount bid.
- B. The bid shall be awarded to the lowest and best bidder of the selected alternate.

1.4 CONTRACTOR PROPOSED ALTERNATIVES

- A. Contractor proposed alternative methods and techniques may be considered by the Owner, with the advice of the Engineer, after Award of Contract. No alternatives shall be accepted or considered as part of the bid.
- B. The Contractor shall include in its base bid the items, as specified, without consideration of using any proposed alternative materials and/or methods.
- C. The Contractor shall then include in its bid the amount of the deduction, increase or revised bid amount to be applied if the proposed alternative materials and methods are accepted.
- D. The Owner and Engineer shall evaluate the stature of the proposed materials and methods.
 - 1. Evaluation by the Owner and Engineer shall include the cost of modifying the design, as necessary and shall be at the discretion of the Owner and Engineer.
- E. The Owner reserves the right to accept or reject "Contractor Proposed Alternatives".

1.5 SPECIFICATION REFERENCES

A. If the Bidder proposes an alternative:

1. The Bidder is required to request, in writing, a determination on the Specifications which will be enforced to govern the construction. This request shall be made directly to the Engineer at the time of bid opening or before.
2. The Engineer shall provide a written response prior to the end of the next working day to allow the Contractor time to withdraw its bid, if requested by the Contractor.

1.6 SUBMITTALS

A. "OR EQUAL" MATERIALS AND/OR METHODS

1. Unless otherwise specified, Contractors whose bids are based on "equal" materials and/or methods shall include with their bid the manufacturer name, address, product name, model, specification reference and/or testing certification of the items proposed to be used. The Contractor shall also include evidence of the 'equal' stature of the products proposed.

B. PROPOSALS FOR SPECIFIED BID ALTERNATES

1. Unless otherwise specifically requested, no submittals are required.
2. Unless otherwise specifically requested, the Contractor is required to bid at least one of the alternates included in the proposal form, and the Contractor may choose to bid other alternates or not.

C. CONTRACTOR PROPOSED ALTERNATIVES

1. The Contractor shall contact the Engineer prior to bidding the job to discuss its proposed alternative approach to the methods and materials used or execution of the job. The Engineer shall evaluate the proposed methods and may at the Engineer's discretion choose to issue an addendum to all contractors or accept the conversation as privileged communication.
2. Unless otherwise specified, the Contractors whose bid includes alternative materials and/or methods shall include with their bid the manufacturer name, address, product name, model, specification reference and/or testing certification of the items proposed to be used. The Contractor shall also include evidence of the 'equal' stature of the products and/or methods proposed.
3. The Contractor shall mark the outside of the bid envelope that alternative methods are included.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

SECTION 01 29 00 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Methods of measurement and payment for all items not individually specified shall be according to the appropriate referenced specification standard.

1.2 MEASUREMENT & PAYMENT

- A. **Payment for Major Lump Sum Items:** The Contractor shall submit a schedule of values for major items of construction that are bid as Lump Sum. The schedule shall identify major sections of work and the percentage of the bid price applied to each. Payment shall be made according to the percentage complete of each major section of work.

1.3 SUBMITTALS

- A. The Contractor shall submit a schedule of values for major items of construction that are bid as Lump Sum.
- B. **Procured Materials:** The Contractor shall furnish an insurance bond showing the type of material, the amount of material, the valuation of the material, the stored location, the project, the date, the name, and address of the surety.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

*****END OF SECTION*****

SECTION 01 31 00 – PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SEQUENCE OF CONSTRUCTION

- A. A written project management scheduling tool (i.e., critical path (CPM), detailed bar chart, etc.) shall be employed by the Contractor for cost value reporting, planning, and scheduling of all work required under the Contract Documents. This schedule shall show the order in which the Contractor proposes to execute the work with dates on which it proposes to start the various phases of the work and the estimated completion date of each phase. The Contractor shall submit a preliminary version of its intended schedule within 10 working days following the *Notice of Award* on the attached form or a form of its own choosing. **The Contractor is required to show the initial critical path (CPM) of tasks to be performed.**
- B. Unless otherwise approved by the Engineer, the schedule shall also include an anticipated payment schedule for the volume of work to be completed each month. This schedule shall indicate the Contractor's intention and ability to complete the work within the contract times, as specified in Article 4 of Section 00 52 00 "Agreement Forms" of this Project Manual.
- C. The Preconstruction Conference as outlined in Section 01 31 19 "Project Meetings" of this Project Manual will not be conducted until the schedule is submitted. In addition, no construction staking shall be provided until the schedule is submitted by the Contractor and reviewed by the Engineer.

1.2 WORKING HOURS

- A. Except in connection with safety or emergencies, all work at the site shall be performed during normal working hours as defined in the Supplementary Conditions.
- B. The Contractor shall notify the Owner and Engineer of any work planned on Saturday, Sunday, or any legal holidays at least 48 hours prior to such work.
- C. The Contractor shall coordinate any construction or hauling activity in the vicinity of churches, schools, medical facilities, and funeral homes. The Contractor shall be cognizant of the disruptive effects of continued construction during funerals. The Owner reserves the right to temporarily stop construction within one block of, and during the time of, any funeral procession. No compensation shall be granted to the Contractor due to temporary delays caused by funerals.

1.3 COORDINATION WITH BUSINESSES AND PRIVATE PROPERTY OWNERS ADJACENT TO THE PROJECT

- A. The Contractor shall notify all property owners and occupants adjacent to the project 2 days in advance to allow moving machinery and/or vehicles or other items that may be blocked in or damaged due to the upcoming construction in the area. Access to the properties shall be restored as soon as possible after each phase of construction.

1.4 COORDINATION WITH UTILITY COMPANIES

- A. The Contractor is responsible for working with public and private utility companies in protecting and/or relocating existing or new utility lines located near and affected by this construction.
 - 1. Coordination with the utility companies is very important and should be considered in planning the work and the associated extra costs involved.

1.5 COOPERATION WITH FIRE & EMERGENCY DEPARTMENTS

- A. The Contractor shall coordinate all work requiring shutting down water service or limiting access to buildings by emergency equipment with the fire & emergency departments. This shall include notification of the daily construction schedule by the Contractor.

1.6 COOPERATION WITH OTHER CONTRACTORS

- A. The Contractor shall cooperate with other contractors performing construction on other projects in the vicinity of this project, including but not limited to allowing access for the delivery of equipment and materials.

1.7 SUBMITTALS

- A. Written Progress Management Schedule Tool- to be reviewed at the Preconstruction Conference. Notice to proceed will not be issued until a schedule is submitted to the Engineer. See Article 4 of Section 00 52 00 "Agreement Forms" of this Project Manual for contractual time requirements.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

SECTION 01 31 19 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Pre-construction Conference

1. Prior to the start of the work, a joint meeting will be held with representatives of the Contractor, the Owner, the Engineer, and any other interested parties. This meeting is intended to introduce the various key personnel from each organization and to discuss the start of the work, order of work, labor and legal requirements, insurance requirements, method of payment, shop drawing requirements, protection of existing facilities, location of disposal and stockpile areas, and other pertinent items associated with the project.
2. The Contractor shall be prepared to discuss his proposed detailed construction progress schedule. The construction schedule shall be subject to the review of the Owner, Engineer and applicable agencies.

B. Construction Progress Meetings

1. These meetings will require the attendance of the Contractor's Project Manager or other designated staff authorized by the Contractor to discuss project status and negotiate agreements between the Contractor and Owner. Failure of the Contractor to attend scheduled project meetings as required may result in project delays expensed by the Contractor.
2. Meetings will be held between the Owner, Contractor and Engineer for the purpose of reviewing the project schedule or the status of the project. These meetings will be arranged by the Contractor, or as deemed necessary by the Owner and/or Engineer.

C. Safety Meetings

1. The Owner, Engineer or their representatives shall be allowed to attend Contractor's onsite safety meetings. The Contractor shall be responsible for meeting content and coordination and shall inform the Owner, Engineer or their representatives of the time and location of the meeting a minimum of two business days prior to the meeting.
2. The Contractor shall make additional copies of any safety related handouts or materials for distribution to the Owner, Engineer or their representatives. However, the Contractor shall remain the only party responsible for the maintenance of project safety materials.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

*******END OF SECTION*******

Completion Date:

The Contractor is REQUIRED to highlight the critical path sequence (CPM).

The Contractor is REQUIRED to highlight the critical path sequence (CPM).

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SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. The Contractor shall submit all required submittals and sample items as noted below. The Engineer will review them with reasonable promptness. The Contractor shall make all required corrections and file with the Engineer three corrected sets for final review.
- B. Additional submittals are required in the technical specifications. The responsibility for completeness of submittals lies with the Contractor.
- C. If the Engineer and/or Owner sign the submittal with no exception taken, such action shall not absolve the responsibilities of the Contractor in any way.
- D. Emailed submittals to the Engineer in pdf format will be accepted.

1.2 ITEMS TO BE SUBMITTED

- A. Written Progress Management Schedule Tool - to be reviewed at the Preconstruction Conference. See Article 4 of Section 00 52 00 "Agreement Forms" of this Project Manual for contractual time requirements.

1.3 MATERIAL SAFETY DATA SHEETS

- A. The Contractor shall submit two copies of Safety Data Sheets (SDSs) (formerly known as Material Safety Data Sheets or MSDSs) for each material on-site to the Owner.
- B. The Contractor shall maintain an orderly file of Safety Data Sheets at the job site.

1.4 RECORD DRAWINGS

- A. The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed. Sanitary and water service tie-in or stub-out locations shall show station and distances left or right of the survey control centerline. Existing sanitary and water service piping material type and size at the tie-in locations shall be noted also.
- B. All work shall be clearly shown and the record drawings and service record forms shall be satisfactory to the Owner to ensure that adequate information is indicated to show the actual construction. The complete set of the record drawings shall be submitted to the Engineer prior to the submittal of the final Application for Payment. Failure of the Contractor to maintain an up-to-date set of record drawings on the project site shall be a reason to withhold payments. All underground lines shall be determined from the record drawings.

1.5 CONSTRUCTION PHOTOS

- A. The Contractor shall take digital photos during the course of construction using only cameras or smartphones with Global Positioning System (GPS) capabilities. GPS location settings shall be turned on at the time of taking each photo. The quality of the photos submitted shall be sufficient to clearly depict the focal points in the photo.
- B. All photos shall be submitted to the Engineer in a digital format immediately upon completion of the utility installation. The digital properties of the photos, such as date and time taken and GPS coordinates, shall be full intact at the time of submittal. Failure of the Contractor to maintain a set of construction photos shall be reason to withhold payments.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 SUBMITTAL ROUTING

- A. Submittals shall be submitted via email or digital transfer method acceptable to the Engineer.
- B. Acceptable File Formats
 - 1. Reports: Searchable PDF
 - 2. Shop Drawings and Material Certifications: PDF
 - 3. Photos: JPG with GPS location
 - 4. Video: MP4 or WAV with both audio and video

3.2 SAMPLES

- A. Samples shall be delivered to the address specified in the Specification Section.

3.3 PHOTOS

- A. Photos shall be taken using a device with the Global Positioning System (GPS) setting enabled.
- B. The quality of the photos submitted shall be sufficient to clearly depict the focal points in the photo.

3.4 RESPONSIBILITY

- A. The Contractor shall allow a minimum of 5-business days for Engineer review unless otherwise agreed by the Engineer.
- B. Where review is required by a regulatory agency or permitting agency that is not the Owner, the Contractor shall allow additional time in the schedule to accommodate the agency review.
- C. All submittals shall be reviewed by the Engineer prior to their incorporation into the project. If materials are installed without prior review, they will be subject to removal, at the Contractor's expense, if the material is found to be non-conforming to the Specifications.
- D. Time delays or costs incurred by the Contractor due to late submittals by the Contractor shall not be acceptable cause for claims by the Contractor.
- E. Failure of the Contractor to make submittals may be cause to withhold payment until submittals are received.

****** END OF SECTION ******

SECTION 01 41 00 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Applicable codes and standards referred to in these specifications shall establish minimum requirements and shall be superseded by more stringent requirements of drawings and specifications when and where they occur.
- B. Any conflicts between specifications and applicable codes and standards shall be referred to the Engineer.

1.1 SUBMITTALS

- A. The Contractor shall submit copies of Safety Data Sheets (SDSs) for each material on site to the Engineer.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. All equipment furnished and installed under the contract shall be designed, fabricated, assembled, installed, and placed into service. The equipment will conform to the applicable provisions of the Federal and State Safety and Health Standards, including but not limited to Federal Occupational Safety and Health Regulations for Construction; the Division of Environmental Health, Minnesota Department of Health; the Minnesota Pollution Control Agency; the Department of Natural Resources; the Minnesota Department of Transportation, Division of Highways; the Minnesota Industrial Commission and ordinances of the City that apply to this work.

PART 3 - EXECUTION

3.1 CONSTRUCTION

- A. All construction methods and tools shall comply with commonly accepted standards for safety and health of personnel engaged on construction, including but not limited to Federal Occupational Safety and Health Regulations for Construction; the Division of Environmental Health, Minnesota Department of Health; the Minnesota Pollution Control Agency; the Department of Natural Resources; the Minnesota Department of Transportation, Division of Highways; the Minnesota Industrial Commission and ordinances of the City that apply to this work.

******END OF SECTION******

SECTION 01 42 19 - REFERENCE STANDARDS

PART 1 - GENERAL

The references listed in this section are not all inclusive. There may be other references in individual specification sections that are not listed in this Section.

Portions of referenced specifications not specifically affected by the supplemented information of modification shall remain in effect as originally written.

It is the Contractor's responsibility to have these and all other referenced specifications listed in individual Sections available onsite and to be familiar with them.

1.1 ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE (EJCDC)

- A. Documents with the EJCDC copyright notice in the footer are used in this Project Manual under a licensing agreement with EJCDC.

1.2 WATERMAIN, SANITARY SEWER AND STORM SEWER CONSTRUCTION

- A. "Construction Standard Specifications 2018" as published by the City Engineers Association of Minnesota, in force 30 calendar days prior to bid date: <http://www.ceam.org>
- B. American Water Works Association (AWWA) Standards: <http://www.awwa.org/>

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

- A. The Contractor shall have access to the reference documents at the site at all times during the construction either in paper or digital format.

*****END OF SECTION*****

SECTION 01 45 00 - QUALITY CONTROL

PART 1 - GENERAL

1.1 SCOPE OF TESTS

- A. All materials, equipment, installation, and workmanship included in this contract, if so required by the Engineer, shall be tested and inspected to prove compliance with the contract requirements.
- B. All tests and inspections shall be completed under the direct supervision of a licensed professional engineer. All tests and inspections shall be the responsibility as identified in the individual sections of these specifications and shall be reported directly to the Owner and Engineer.
- C. No tests specified herein shall be applied until the item to be tested has been inspected and approval given for the application of such tests.
- D. Tests and inspections shall include all those specified in the individual sections and shall be compensated in accordance with the individual sections.
- E. Tests and inspection, unless otherwise specified or accepted, shall be in accordance with the recognized standards of the industry.

1.2 FINAL TESTING AND START-UP

- A. If, under test, any portion of the work fails to fulfill the contract requirements and is altered, renewed or replaced, tests on that portion so altered, removed, replaced, together with all other portions of the work as are affected thereby, shall, if so required by the Engineer, be repeated within reasonable time and in accordance with the specified conditions and the Contractor shall pay to the Owner all reasonable expenses incurred by the Owner as a result of the carrying out of such tests.

1.3 TESTING AND LABORATORY SERVICES

- A. Independent Testing Laboratory
 - 1. Where in the individual sections of this Specification, tests or inspections are required to be furnished by the Contractor by an independent testing laboratory, the Contractor shall employ and arrange for, at its expense, the services of an approved independent testing laboratory satisfactory to the Engineer to perform the testing utilizing recognized standard procedures and criteria.
- B. Reports and Certificates
 - 1. The Contractor shall submit reports and certificates of all inspections and test to the Engineer in duplicate. The reports and certificates become the property of the Owner.
- C. Sample Materials
 - 1. The Contractor shall furnish all sample materials required for these tests and shall deliver the same without charge to the testing laboratory or other designated agency when and where directed by them.
- D. Additional Tests
 - 1. In addition to those tests required by the individual technical specifications and/or referenced specifications:
 - (a) Additional tests required beyond these required under this specification may be ordered by the Engineer to settle disagreements with the Contractor regarding quality of work done. If the work is defective, the Contractor shall pay all costs of the additional tests and shall correct the work. If the work is satisfactory, the Owner will pay for the additional tests.

1.4 ENGINEER'S REPRESENTATIVES AND TESTING

- A. The Engineer may provide a Resident Project Representative (RPR) to ascertain that the work is accomplished properly and in accordance with the plans and specifications. The RPR shall have full access to the work and shall be given full cooperation. The RPR shall have the authority, subject to the final decision of the Engineer, to reject any defective work or material. The RPR shall have no authority to permit any deviation from the plans and specifications except on written order from the Engineer.
- B. The presence of the Engineer or any RPRs, however, shall not relieve the Contractor of the responsibility for the proper execution of the work in accordance with all requirements of the Contract Documents. Compliance is a duty of the Contractor, and said duty shall not be avoided by any act or omission on the part of the Engineer or any RPRs.

1.5 SITE INVESTIGATION AND CONTROL

- A. The Contractor shall verify all dimensions in the field and shall check field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the work due to his failure to comply with this requirement.
- B. The Contractor shall inspect related and appurtenant work and shall report in writing to the Engineer any conditions, which will prevent proper completion of the work. Failure to report any such conditions shall constitute acceptance of all site conditions, and any required removal, repair or replacement caused by unsuitable conditions shall be performed by the Contractor at his sole cost and expense.

1.6 RIGHT OF REJECTION

- A. The Engineer, acting for the Owner, shall have the right, at all time and places, to reject any articles or materials to be furnished hereunder which in any respect, fail to meet the requirements of these specifications, regardless of whether the defects in such articles or materials are detected at the point of manufacture or after completion of the work at the site. If the Engineer or RPR, through an oversight or otherwise, has accepted materials or work which is defective or which is contrary to the specifications, such material, no matter in what stage or condition of manufacture, deliver, or erection, may be rejected by the Engineer for the Owner.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

SECTION 01 71 13 – MOBILIZATION

PART 1 - GENERAL

1.1 SUMMARY

- A. This section covers the mobilization of all labor, materials, tools, equipment and performances of all work and services necessary or incidental to construct the project, including but not limited to, the demobilization associated with closing the project, removing all equipment, removing excess materials, and general clean-up.

1.2 METHOD OF MEASUREMENT AND PAYMENT

- A. Mobilization shall be measured by the Lump Sum and paid in accordance with the following schedule.
 - 1. First payment at 50 percent, then based on percent completed
 - (a) 25 percent of contract earned up to 70 percent.
 - (b) 50 percent of contract earned up to 90 percent.
 - (c) 100 percent of contract earned up to 100 percent.

1.3 SPECIFICATION REFERENCES

- A. MnDOT 2021 shall apply to this Section.
- B. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

*******END OF SECTION*******

SECTION 01 71 23 - FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers staking and record documents, as specified herein, and/or as specified by the Engineer.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. No direct payment is made for fulfilling the requirements of this section.

1.3 SPECIFICATION REFERENCE

A. Unless noted otherwise, the provisions in this section are in addition to the referenced specification.

1.4 SUBMITTALS

A. Record Documentation, if required in Section 3.2 "Record Documentation" as shown below in this Section.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

******END OF SECTION******

SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 FINAL INSPECTION

- A. After the cleaning up of the work, premises, and all other areas and structures connected with the performance of the contract, the work as a whole, will be examined by the Engineer and Owner; and, any workmanship or materials found which do not meet the specified requirements will be identified and included on a punch list given to the Contractor.
- B. The Contractor shall, at its own expense, promptly remove, replace, repair, or otherwise correct the deficiencies with good and satisfactory workmanship and material to the satisfaction of the Owner and Engineer.
- C. In the event that the Contractor does not satisfactorily remove, replace, repair, or otherwise correct the deficiencies within thirty calendar days after receipt of the punch list, the Owner reserves the right to employ the services of other contractors and/or service organizations to conduct the necessary work and deduct any and all associated costs from final payment to the Contractor. The entry of such other agents on the project to perform this work will not relieve the Contractor from any of its warranty, maintenance or start-up obligations.

1.2 PROJECT ACCEPTANCE

- A. The project will be accepted after the final examination has been conducted and all settlement, defects, damages, etc., discovered during the previous examination have been remedied.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

****** END OF SECTION ******

TECHNICAL SPECIFICATIONS
for
Water Tower Reconditioning

City of Annandale
Annandale, MN

SECTION 09 97 13 – WATER TOWER REPAINTING

PART 1 -- GENERAL

1.1 SUMMARY

- A. Work under this section consists of furnishing all labor, materials, and equipment for abrasive blasting, power washing, or pickling, and the paint of all steel and iron surfaces as hereinafter set forth, including both shop and field coats.
- B. The tower is a 300,000-gallon, elevated single pedestal spheroid tank. The tower was manufactured and erected in 1995 by Caldwell Tank. Appendix "A" includes a photo report gathered in September 2021 and August 2022, inclusive of several photos presenting existing conditions at that time.
- C. Due to environmental conditions, no coating applications shall be permitted after October 15 of the calendar year unless specifically approved in writing by the Engineer on a daily basis.

1.2 QUALIFICATION OF PAINTING SUBCONTRACTORS

- A. Each bidder is required to list any subcontractors who will perform the work under this specification. All subcontractors must receive prior approval from the engineer before the commencement of work. The bidder shall be one who is regularly engaged in tank painting and who has completed five (5) jobs of similar size and scope in the last five (5) years.
- B. Applicator's field personnel shall be trained in the application of specified coating systems.

1.3 SPECIFICATION REFERENCE SPECIFICATION REFERENCE

- A. The current requirements of "AWWA D-102, Coating Steel Water Storage Tanks", latest edition, shall govern.
- B. Paints shall comply with the latest ASTM International Standards.
- C. Reference SSPC-PA1 *Steel Structures Painting Council- "Shop, Field, and Maintenance Painting of Steel"* shall apply to all efforts and materials for surface preparation, except as modified herein. All NACE International and Society for Protective Coatings Joint Standards "NACE/SSPC Surface Preparation Standards" shall be conformed to as required by the specifications.
- D. The current requirements of "AWWA D-100, Welded Carbon Steel Tanks for Water Storage.
- E. Reference SSPC-PA1 Society for Protective Coatings "Shop, Field and Maintenance Painting of Steel" Standard shall apply to all efforts and materials for surface preparation, except as modified herein.
- F. 40 CFR 50 National Primary and Secondary Ambient Air Quality Standards.
- G. Minnesota Chapter 7011 Control of Fugitive Particulate Matter.
- H. SSPC Guide 6 Guide for Controlling Debris Generated During Paint Removal Operations.
- I. In the event of a conflict between the engineer's and the coating manufacturer's specifications, the engineer's specification shall prevail.
- J. 29 CFR 1926.62 Lead Exposure in Construction (if applicable).
- K. 29 CFR 1926.1025 Occupational Safety and Health Standards (Lead) if applicable.
- L. SSPC Guide 7 Guide for the Disposal of Lead Contaminated Surface Preparation Debris (if applicable).

- M. Unless noted otherwise, the provisions in this section are in addition to the referenced requirements and specifications.
- N. Any deviations or additions to this specification shall be submitted in writing and approved in writing by the Engineer.

1.4 SUBMITTALS

- A. Comply with Section 01 33 00 – Submittals.
- B. Product Data: Submit manufacturer's product data sheets and MSDS for all materials to be used on the project. This includes protective coatings, thinners, sealants, caulk, blast media, etc., including generic descriptions, complete technical data, surface preparation, and application instructions. All materials shall be officially submitted and approved before use.
- C. Color Samples: Submit manufacturer's color samples showing the full range of standard colors.
- D. Manufacturer's Quality Assurance: Submit manufacturer's certification that coatings comply with specified requirements, are free of lead and other hazardous materials, and are suitable for the intended application.
- E. Containment Plan: Containment plan showing all details on equipment, tarps, impervious ground cover, structural loading that the system will impact on the tank, and dust collection equipment. For lead paint removal, the containment plan must be in conformance with Minnesota Pollution Control Agency regulations, Chapter 7025, for the control of fugitive particulate matter and visible emissions.
- F. TCLP sampling results for blast debris.
- G. PCA Notification of lead paint removal (if necessary).
- H. Blasting additive material data sheet and MSDS.
- I. Paint manufacturer's standard warranty.
 - 1. All fluoropolymer coating warranty documents and field samples shall be the contractor's responsibility and shall be implemented prior to the start of the project.
- J. Sample results for bacterial testing.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Delivery: Deliver materials to the site in manufacturer's original, unopened containers and packaging, with labels clearly identifying as listed below. Additionally, if any of the original manufacturer's label information as listed below is missing or not legible, the product shall be immediately removed from the project site.
 - 1. Coating or material name and batch number.
 - 2. Manufacturer.
 - 3. Color name and number.
 - 4. Date of manufacture and expiration.
 - 5. Mixing and thinning instructions.
- B. Storage:
 - 1. Materials shall be stored in an environmentally controlled, clean, dry area, and within the temperature range in accordance with the manufacturer's material product data sheet or instructions.

2. Keep containers sealed until ready for use. Any open or damaged containers shall be immediately removed from the site.
3. Do not use materials beyond the manufacturer's shelf-life limits. All expired materials shall be immediately removed from the site.
4. Any "moisture cure" coating containers that are opened shall be used completely and shall not be resealed for future use.
5. Any material that is exposed to conditions outside of the manufacturer's product data sheet will be immediately removed from the site.

1.6 SCHEDULE

- A. All surfaces of the tank exterior shall be prepared and painted according to materials and surface preparation schedules.
- B. All surfaces of the interior wet portion of the tank, from the tank bowl ceiling to the tank bottom (inclusive of inlet/outlet pipe and vault/pit piping), shall be prepared and painted according to materials and surface preparation schedules.

1.7 TELECOMMUNICATIONS EQUIPMENT

- A. All telecommunication equipment antennas and cables on the tower are to be temporarily removed and reinstalled by the Provider. All remaining antennas and equipment shall be removed by the Contractor.
- B. Any damage to any portions of the City telecommunications equipment shall be the responsibility of the Contractor to repair and/or replace the damaged item(s) at their own expense.

1.8 PRE-APPLICATION MEETING

- A. Convene a pre-application meeting before the start of the application of coating systems. Require attendance of parties directly affecting work of this section, including Contractor, Engineer, applicator, and manufacturer's representative. Review the following:
 1. Environmental requirements
 2. Protection of surfaces not scheduled to be coated.
 3. Surface preparation
 4. Application
 5. Disinfection
 6. Repair
 7. Field quality control
 8. Hold points and 48 hours' notice for inspections.
 9. Provision by the contractor for safe access for inspections
 10. Cleaning
 11. Protection of coating systems
 12. Daily Log Report
 13. Warranty inspections
 14. Coordination of other work

15. Daily notification of work schedule and number of workers
16. Progress meeting schedule during project

PART 2 -- MATERIALS

2.1 PRODUCT

- A. All materials delivered to the job site shall be in the original sealed and labeled containers of the paint manufacturer. Material shall be within shelf life and shall be stored appropriately on the site. All materials shall be stored in an environmentally controlled area that maintains the temperatures listed on the materials' product data sheets or specific manufacturers' instructions. Additionally, the materials and/or containers shall not be exposed to direct sunlight or rain/moisture.
- B. Paint and the paint products of the specified manufacturers are listed as standards of quality in the paint schedule. Products of other manufacturers equivalent in quality and type to those specified may be acceptable. Approval of equivalent materials shall be at the discretion of the Engineer. Contractors wishing to utilize equivalent materials shall submit the manufacturer's specifications of the requested product to the Engineer a minimum of 45 days in advance of the anticipated painting date for approval. Additional supporting information and test results may be required by the Engineer prior to approval or rejection.
- C. Contractor may select any of the specified coating products. Contractor may apply for reimbursement to select a higher-grade coating or coating system subject to engineer approval.
- D. Color of final topcoats shall be determined by the Owner. Contractor to provide owner with the coating manufacturer's color chart samples of final coat colors.
- E. Alternative coating system schedules may be used based on Owner's discretion and approval.
- F. All interior wet materials shall be NSF/ANSI/CAN 600 Standard and NSF/ANSI 61 Standard approved materials.
- G. The Contractor shall provide the coating material manufacturer's extended warranty for all Fluoropolymer type coating materials used on the project.
 1. All warranty documents shall be prepared in advance of the project.
 2. Coating manufacturer's representative shall be at the project site and witness all mixing and coating application of warranty sample test panels.
 - (a) Contractor to provide all test panels as approved by the coating manufacturer.
 - (b) Batch numbers shall be documented by the coating manufacturer's representative.

INTERIOR WET PAINTING SCHEDULE (Base Bid) - Complete Removal and Replacement of Coatings

Product	Sherwin Williams	Tnemec
Field Prime: Color: DFT:	GalvaPac NSF Green 2.5 to 3.5 mils	Series 91 Hydro-Zinc Greenish Gray 2.5 to 3.5 mils
Field Intermediate: Color: DFT:	Macropoxy 5500LT Buff 4 to 6 mils	Series L140 Beige 1255 4 to 6 mils
Field Finish: Color: DFT:	Macropoxy 5500LT Mill White 4 to 6 mils	Series L140 15BL Tank White 4 to 6 mils
Total DFT	10.5 to 15.5 mils	10.5 to 15.5 mils

INTERIOR DRY PAINTING - (Base Bid) – Complete Removal and Replacement of Coatings

Product	Sherwin Williams	Tnemec
Field Prime: Color: DFT:	GalvaPac NSF Green 2.5 to 3.5 mils	Series 91 Hydro-Zinc Greenish Gray 2.5 to 3.5 mils
Field Intermediate: Color: DFT:	Macropoxy 646 Buff 4 to 6 mils	Series N140 Pota-Pox Plus Beige 1255 4 to 6 mils
Field Finish: Color: DFT:	Macropoxy 646 Mill White 4 to 6 mils	Series N140 Pota-Pox Plus 15BL Tank White 4 to 6 mils
Total DFT	10.5 to 15.5 mils	10.5 to 15.5 mils

EXTERIOR PAINTING SCHEDULE (Base Bid) – Complete Removal and Replacement of Coatings

Product	Sherwin Williams	Tnemec
Product	Sherwin Williams	Tnemec
Field Prime: Color: DFT:	GalvaPac NSF Green 2.5 to 3.5 mils	Series 91 Hydro-Zinc Greenish Gray 2.5 to 3.5 mils
Field Intermediate(1): Color: DFT:	Macropoxy 646 As specified by Owner 4 to 6 mils	Series N140 Pota-Pox Plus As approved by Owner 4 to 6 mils
Field Intermediate(2): Color: DFT:	Acrolon 218 As approved by Owner 2 to 3 mils	Series 73 Endura-shield (semi-gloss) As approved by Owner 2 to 3 mils
Field Finish and Logo: Color: DFT:	Fluorokem As approved by Owner 2 to 3 mils	Series 700 Hydroflon As approved by Owner 2 to 3 mils
Total DFT	10.5.5 to 15.5 mils	10.5 to 15.5 mils

2.2 SEALANTS

- A. Caulking sealant shall be Sikaflex 1A or equal single-component polyurethane sealant. All sealants used shall be compatible with the coating manufacturer's materials, NSF approved, and pre-approved by the engineer. Color shall be "White" unless otherwise approved by Owner.

PART 3 -- EXECUTION

3.1 TANK DRAINING

- A. The Contractor shall coordinate the draining of the tank with the Owner's staff. A minimum notice of 72 hours for tank draining shall be communicated to the Engineer in writing.
- B. All work that can be performed prior to the tank draining shall be completed in order to keep the "out-of-service to a minimum. This includes any rigging or containment preparations.
- C. Prior to any tank draining and/or abrasive blast operations: All interior dry lighting "guards" and "globes" shall be temporarily removed and replaced to avoid any damage. All remaining fixtures shall be "masked" and protected from damage. Temporary construction lighting (construction string lights) shall be in place providing satisfactory lighting throughout the entire project at all times. All tower light bulbs shall be replaced with LED type bulbs at the end of the project.
- D.

3.2 SURFACE PREPARATION

- A. **Exterior:** (Complete removal and replacement – Inclusive of Full Curtain Containment)
 - 1. The entire steel surfaces shall be abrasive blast cleaned to an SSPC-SP6 (NACE 3) "Commercial Blast Cleaning", removing all paint, mill scale, rust, dirt, or foreign matter by any of the recommended methods outlined in the 'Society for Protective Coatings' Specification. SSPC-SP6 (NACE 3) "Commercial Blast". A complete angular anchor profile of 2.5 to 3.0 mils shall be established. No rounded abrasive (steel shot) shall be used on the project.
 - 2. All concrete surfaces shall receive abrasive blast and all coatings and contaminants shall be removed from the ground surfaces to a minimum of three (3) inches inch under original grade prior to start of project. The removed grade shall be replaced with rich "black" dirt during site restoration.
- B. **Interior, Wet:** (Complete removal and replacement)
 - 1. The entire surface shall be blast cleaned to an SSPC-SP10 (NACE 2) Near White Metal Blast Finish, removing all paint, mill scale, rust, dirt, and any foreign matter by any of the recommended methods outlined in Steel Structures Painting Council's Specification SSPC-SP10 (NACE). An angular anchor profile of 2.5 to 3.0 mils shall be established. No rounded abrasive (steel shot) shall be used on the project. All weld spatter, welding scabs, or irregular surfaces shall be ground smooth prior to final blast. All corners and sharp edges shall be ground to 1/8 inch radius. The contractor shall re-blast all ground surfaces to achieve an angular surface profile.
 - 2. After blasting, the Contractor shall inspect the entire surface for surface pitting and imperfections and report any findings to the Engineer. If necessary, the findings shall be corrected by either of the following: methods as directed by the Engineer:
 - (a) Application of pit filler material (if necessary). Contractor shall be compensated based on an hourly basis. Pit filler, similar to Sherwin Williams Steel-Seam FT910 Epoxy filler, shall be applied after application of the field primer.
 - (b) Pitting and surface imperfections that require repair due to structural issues as identified and authorized by the engineer shall be repaired by welding. Contractor will be compensated on a linear foot basis. All welding shall be performed by personnel qualified according to AWWA D100, latest edition.
 - 3. Apply the pre-approved elastomeric sealants (after coating has properly cured) along roof radial lap seams, structural support steel (inclusive of seams with intermittent welds), and angles to within 1-foot of the high-water line. All seams of the contact point of the roof, tank shell, and outer roof stiffener, as well as other areas identified by the engineer, shall also receive caulk.

(a) Sealant color shall be white unless otherwise approved by the Engineer.

C. Interior, Dry (Complete removal and replacement)

1. All interior areas shall be blast cleaned to an SSPC-SP6 (NACE 3) "Commercial Blast Cleaning", removing all paint, mill scale, rust, dirt, and any foreign matter by any of the recommended methods outlined in Steel Structures Painting Council's Specification SSPC-SP6 (NACE 3) "Commercial Blast Cleaning". An angular anchor profile of 2.5 to 3.0 mils shall be established. No rounded abrasive (steel shot) shall be used on the project. All weld spatter, welding scabs, or irregular surfaces shall be ground smooth prior to the final blast. All corners and sharp edges shall be ground to 1/8 inch radius. Contractor shall re-blast all ground surfaces to remove grinding burrs.
- D. The Contractor shall perform, record, and communicate environmental conditions to the Engineer prior to all abrasive operations and coating application. Contractor shall have a calibrated (calibration required within previous 12 months) Environmental and Dry Film Thickness coating gauges on site at all times. Online weather and environmental conditions shall not be used for determining satisfactory application conditions.
- E. The Contractor shall thoroughly examine the structure to determine any necessary repairs prior to proceeding with painting and notify the Engineer and Owner of the extent of the repair, the consequences of not performing the repair, and the estimated cost of performing the repair. The final decision to authorize the repair shall rest upon the Owner.
- F. The Contractor shall make every effort to confine the effects of his dry abrasive blasting operations to the immediate work site. The Engineer may halt blasting operations if winds cause adverse drift of blast material onto adjacent properties. All field blasting shall be in compliance with state and federal dust emission regulations. The use of silica for exterior blasting is forbidden.
- G. Apply the pre-approved elastomeric sealants (after coating has properly cured) along roof radial lap seams, structural support steel (inclusive of seams with intermittent welds), and angles to within 1-foot of the high-water line. All seams of the contact point of the roof, tank shell, and outer roof stiffener as well as other areas identified by the engineer, shall also receive caulk.
- H. The Contractor shall conduct blasting and power washing operations in such a manner as not to impede the routine use of the surrounding area or place the public or environment at risk. Any chemical aids used in cleaning shall be controlled and properly disposed of while causing no harm to the environment.
- I. No abrasive blast shall be performed during any conditions presenting rain, mist, fog, drizzle, sprinkles, etc. Any areas that show any signs of rust blooms prior to primer application shall be reblasted in accordance with this specification at no additional cost to the Owner. All surfaces receiving abrasive blast shall be coated the same day or the surfaces shall be completely re-blasted. Any moisture (inclusive of passing sprinkle/shower) that comes in contact with any abrasive blast surfaces shall require a complete re-blast. This is required regardless of any visible rust bloom.
- J. Contractor shall provide adequate construction lighting (at all times) to meet the minimum OSHA construction industry standards. Contractor also to provide illumination equal to or exceeding SSPC Technology Guide No. 12 to all areas during the operations of receiving abrasive blast, surface preparation testing and inspection, coating application, and coating testing inspection. If sufficient lighting levels are in question or disagreement, it will be the responsibility of the Contractor to prove the required amount of illumination by use of a light meter with results meeting the minimum as required by the SSPC Technology Guide No. 12 and minimum requirements of OSHA construction industry standards. Failure to comply with the lighting will result in loss of the contractor's inspection request for each day that lighting requirements are not met.
- K. No coating material application or abrasive blast is allowed after sunset.

- L. Blotter Test shall be performed per ASTM D4285 on a daily basis. Satisfactory results shall be required prior to any abrasive blasting. Contractor shall date and retain the blotter test paper as part of the daily log.
- M. Abrasive blasting is strictly forbidden unless the surface temperature is at least 5 degrees above the dew point. No abrasive blast shall be performed in any weather conditions with moisture (rain, drizzle, fog, etc.)
- N. Prior to any abrasive blast in the interior wet, the inlet/outlet shall be completely sealed from any abrasive blast material or dust. Rigid materials shall be used to protect and seal the inlet/outlet pipe opening. Engineer shall observe the sealed condition prior to abrasive blast.

3.3 ACCEPTANCE OF WORK

- A. The Engineer shall approve all surface preparation prior to any coating material applied.
- B. Contractor shall notify the Engineer (or Engineer's representative) of the daily work schedule and items listed below. The notification shall be communicated prior to the start of any work each and every day.
 - 1. Scope of work for the day.
 - 2. Number of workers at the site.
 - 3. This communication shall be communicated by phone/text/email. Communication method as approved by the engineer.
 - 4. Satisfactory Environmental Conditions shall also be communicated prior to start of work.
- C. Contractor shall check each surface preparation and each coating layer for adequate coverage and contractor shall perform dry film thickness readings prior to application of the next coat. Each coat must be accepted by the Engineer prior to the application of the next coat. Application over a coating that has not been accepted by the Engineer shall be cause for removal and re-application at the Contractors expense. This includes all coating reapplication due to requirement of re-abrasive blast.
- D. The Contractor shall provide all necessary means of safe access (within arm's reach) for the owner's inspection representative. This shall include all ladders, lifts, lighting (as per minimum OSHA requirements and SSPC Technology Guide No. 12), scaffolding, ventilation, and safety equipment and items necessary for the safe performance of the tank inspections. A temporary 3/8" cable shall be safely and securely installed on all ladders at all times during the project and shall be used as support for a temporary safety climb system. Rope ladders are not allowed for use on the project site. The Contractor shall also give at minimum 48 hours' notice for requested each inspection. Inclement weather does not allow for deviation of the request or schedule.
- E. The Contractor is responsible for the cost of any unnecessary travel for inspection due to poor production. This includes any canceled inspection request. The Contractor shall be responsible for a four-hour minimum charge for any canceled or unnecessary site visit.
- F. Each coating application and final surface appearance shall have a uniform texture, color, and sheen.
- G. Ladders shall be free from all cords, ropes, blast hoses, cables, etc., to allow "interference-free" climbing access at all times.
- H. The contractor shall perform holiday testing on all surfaces of interior wet areas (including roof structure) and ensure that coatings meet NACE SP0188 - Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates. The contractor shall perform the testing in the presence of the Engineer and/or owner's representative. The Contractor shall also give at minimum 48 hours' notice for each requested inspection. Holiday testing shall not be performed prior to full cure of coating materials.

3.4 APPLICATION OF PAINT

- A. Contractor shall perform, record, and communicate environmental conditions to the Engineer prior to coating application.
- B. Materials shall be mixed, thinned, and applied according to the manufacturer's written instruction and in accordance with AWWA D102; latest edition.
- C. Coating materials shall be stored indoors at all times at satisfactory temperatures as per manufacturer data sheet recommendations.
- D. Zinc-rich coating materials shall be constantly agitated as recommended by the manufacturer's product data sheet.
- E. No coating material shall be mixed or applied during any inclement weather conditions, including moisture (rain, drizzle, fog, etc.)
- F. All painting shall be done in a workmanlike manner so that the finished surfaces will be free from all runs, drips, drops, sags, ridges, waves, laps, "dry roll", "dry spray", and unnecessary brush marks. All of these conditions shall be considered unsatisfactory and be immediately repaired at the contractor's expense.
- G. Coating shall be applied only in satisfactory painting weather and conditions as per the coating material manufacturer's product data sheets. Work area shall be free of all contaminants (inclusive of airborne dust, debris, insects, etc.) at the time of painting and while the film is forming. Steel temperature surface shall be a minimum of 5 degrees above the dew point. Epoxy may not be applied when ambient or steel is below 40-degrees F, or when the humidity is above 80%. Urethane may not be applied when ambient or steel temperature is below 50-degrees F, above 110-degrees F, or when the humidity is above 70%.
- H. The coatings used shall be applied within the recommended spreading rate of the manufacturer to provide the proper wet and dry film protection.
- I. All coatings applied shall alternate in contrasting colors (colors as chosen by the Engineer)
- J. No coating application is allowed after sunset.
- K. Allow a minimum of seven days (or per coating material data sheets) after the final application of materials before flushing, sterilizing, or filling with water. Follow time and temperature requirements the coating manufactures material data sheet as supplied by the coating manufacturer. Contractor shall maintain proper air circulation during the curing process at all times.
- L. Contractor shall cover and/or protect the tower surfaces and any structures, materials, or other items adjacent to the tower from abrasive, paint spillage, paint drift, dry spray, and overspray.
- M. The use of fast-cure coatings or accelerators is strictly prohibited and requires pre-approval of the Engineer on a daily basis prior to use. No fast-cure coatings or accelerators may be used when the ambient temperature is above 70-degrees F.
- N. All welds, laps, seams, edges, corners, cavities, and other surface irregularities shall receive a "stripe" coat hand-applied prior to each coating application as a separate operation (this includes the prime coat application). Only a stiff bristle brush shall be used to apply the "stripe" coat. No rollers shall be used for stripe coating.
 - 1. "Stripe coats" shall be performed prior to initiating the complete coating applications.
 - 2. All "stripe coats" shall be in contrasting colors as approved by the Engineer.

- O. Individual components shall be mixed per the manufacturer's instructions. No mixing of partial kits shall be allowed. Any container containing a partial amount of material shall be immediately discarded. Any opened moisture cure type coating material containers shall not be resealed for future application.
- P. Each coat of paint applied shall meet the required thickness schedule regardless of the previous underlying or additional coating to be applied. Each coat shall completely cover the previous or existing coating. Any underlying coat that is partially visible shall receive an additional coating application prior to the application of the next coating material.
- Q. All surfaces and coating applications shall be quality control inspected and approved by the contractor before presenting to the engineer for inspection. This includes near surface visual inspection and the dry film thickness readings (each coat application).
- R. The interior wet, interior dry, and exterior surfaces (especially interior wet tank floor and exterior roof and cone base) shall be masked from dry spray, overspray, drips, etc., prior to coating application performed from above.
- S. All surfaces must be completely coated and free of all dust, and any other contaminants. All dry spray and contamination shall be removed and/or repaired by sanding prior to the next coat. The coating application shall be approved by the Engineer before the next coat is applied.
- T. All interior tank surfaces shall be spray applied. The use of spray application on the exterior shall be strictly forbidden unless specifically approved by the Engineer (Contractor shall be responsible for any coating contamination caused by "drift").
- U. All portions of the exposed foundation shall receive an epoxy prime coat and finish coat of the same type and color as the tank exterior or other color as chosen by the Engineer. The foundations shall be abrasive blast cleaned and pressure power washed with no less than 4000 psi. volume prior to coating application.
- V. Within the safety railing area of the tank roof, apply a non-skid finish on the top of all roof plates.
 - 1. This system will require one or more additional intermediate coats after the second intermediate coat.
 - 2. While the additional (2nd) intermediate coat is still wet, broadcast clean extra course grit material evenly over the entire surface.
 - (a) Sample of grit sand shall be submitted to Engineer for approval prior to use.
 - 3. After the second intermediate coat has cured, remove excess (loose) grit material, and apply one or more finish coats as necessary to completely visually cover the extra-course grit material without losing "sharp" non-skid grip. All grit material shall not be visible after all coatings have been applied.
- W. Down-Draft Ventilation requirements: The Contractor shall provide adequate ventilation during all interior abrasive blast and painting operations. A dust collection machine/unit shall be used during all operations to maintain the proper negative air flow (down-draft). Ventilation must be continuous during all painting operations and for a minimum of four hours after the paint application has stopped. Contractor must not exceed 10% of the lower explosive level (LEL) in the confined areas of the workspace. Air shall be drawn out of the lowest portions of the tank during blow-down and painting operations at a minimum rate of 4 air exchanges per hour. Natural ventilation shall be maintained during final cure of the painting.
- X. The coatings used shall be applied at the recommended spreading rate of the manufacturer to provide the property wet and dry film protection. Coating shall be mixed and applied only in good painting weather. Work area shall be reasonably free of airborne dust, debris, and insects at the time of the application and while the film is forming. Steel temperature shall be at least 5 degrees above the dew point. Epoxy paint may not be applied when ambient or steel temperature is below 40°F or when

humidity is above 80%. Urethane shall not be applied when ambient or steel temperature is below 50°F or when humidity is above 70%. In the event these requirements conflict with coating manufacturer's recommendations, stricter requirements would prevail.

- Y. Apply the pre-approved elastomeric sealants (after coating has properly cured) along roof radial lap seams and support angles having intermittent welds, on angles to within 1-foot of the high-water line, along seams of the contact point of the roof and outer roof stiffener as well as other areas identified by the Engineer.
- Z. Following all abrasive blast and painting operations, the entire interior dry portion of the tank shall receive a power wash cleaning to assure the removal of all abrasive blast media, dust, and contaminants. A final "walk-thru" shall be performed by the Contractor and Engineer following satisfactory cleaning.

3.5 REPAIR

- A. Damaged Materials: Repair or replace all damaged materials and surfaces to receive coating.
- B. Damaged Coatings: Touch-up or repair damaged coatings. Touch-up of minor damage shall be acceptable where the result is not visibly different from adjacent surfaces. The entire surface shall be recoated where touch-up result is visibly different, either in sheen, texture, color, or appearance.
- C. Coating Defects: Repair in accordance with the manufacturer's instructions coatings that exhibit film characteristics or defects that would affect the performance or appearance of coatings systems.

3.6 FIELD QUALITY CONTROL

- A. The Owner shall provide a Project Representative to monitor and test all critical phases of the work in accordance with the specifications. This shall not preclude the Contractor from performing their own quality control checks.
- B. Where the dry film thickness measurements indicate a coating thickness less than the minimum specified, additional applications shall be necessary in order to attain the minimum dry film thickness of each coat specified for the painting system. No additional compensation will be made for any additional coats required to meet the minimum dry film thickness specified for each coat.
- C. The dry film thickness shall be calibrated on the actual abrasive blast substrate or abrasive blast sample representing the similar condition of the abrasive blasted substrate. The abrasive blast sample used for calibration shall also have the similar blast profile as the actual abrasive blast substrate.
 - 1. Prior to the start of any blasting operations, the Contractor shall provide two similar steel samples (approximately 2"x2") that has received the identical abrasive blast properties/conditions that the tower surfaces will receive.
- D. Contractor's Daily Log:
 - 1. The Contractor shall keep a daily log in which the following information shall be recorded as taken. All information listed below shall be recorded throughout the day. This daily log shall be kept at the site and be available to the owner's representative at any time and immediately upon request:
 - (a) Environmental readings, inclusive of air temperature, surface temperature, dew point, and humidity readings, shall be taken at intervals throughout the day's work. Readings shall be taken at the start of the morning's work, midday, and afternoon. Environmental readings shall always be taken just prior to the blasting operations or coating applications initiate. Should environmental conditions change, additional readings shall be taken to ensure that coatings are being applied under the conditions as outlined by the coating manufacturer.

- (b) Daily Blast profile readings shall be taken following blasting operations. Readings shall record the depth of the profile using Testex X-Course Replica Tape. Replica Tape shall be included in the daily Log.
 - (c) Coating material temperature and coating storage area temperature.
 - (d) Individual coating batch numbers and amount of coating material used for application.
 - (e) Weather conditions (wind speed, wind direction, and precipitation)
 - (f) Blotter test results for the abrasive blast equipment.
 - (g) Details, areas, and type of work performed during the day.
 - (h) Any issues or problems encountered throughout the day, including equipment, delays, inclement weather, etc., shall be recorded.
2. The Daily Log shall be available immediately upon request at any time. One copy of the daily logs shall be submitted weekly to the Engineer. Two full sets shall be submitted to the Engineer prior to completion of the project.
- E. A detailed scope of work shall be communicated to the Owner's representative prior to site arrival. This communication shall include the number of workers at the site, scope of work for the day, and time requested for any inspections (with the proper notifications). In addition, the recorded environmental conditions shall be communicated prior to the start of any abrasive blast and/or coating mixing/application.
1. Failure to communicate the request for inspection prior to 8 am, the contractor will forfeit the inspection for the same day, and all work performed since the previous visit shall be rejected.
- F. The Contractor shall supply rigging that is safe and provides access within arm's reach to all areas to receive welding, abrasive blast, caulk, and paint. The rigging shall meet all Federal and State Safety Standards. Contractor shall make safe access available at all times for the Project Representative to perform routine inspections.
- G. Contractor shall at all times provide a temporary 3/8" cable secured to all ladders attached to the tower as a means of a temporary cable safety climb system. Temporary cable shall be installed prior to any work performed (welding, abrasive blast, or paint).
- H. The use of rope ladders and interior wet "boom" rigging manufactured from ladders is prohibited.
- I. Contractor shall provide adequate construction lighting to meet the minimum OSHA construction industry standards. Contractor also to provide illumination equal to or exceeding SSPC Technology Guide No. 12 to all areas during the operations of receiving abrasive blast, surface preparation testing and inspection, coating application, and coating testing inspection. If sufficient lighting levels are in question or disagreement, it will be the responsibility of the Contractor to prove the required amount of illumination by use of a light meter with results meeting the minimum as required by the SSPC Technology Guide No. 12 and minimum requirements of OSHA construction industry standards.
- J. Manufacturer's Field Services: Manufacturer's material representative shall provide technical assistance and guidance for surface preparation and application of coating systems.

3.7 CONTAINMENT PLAN (AS NECESSARY)

- A. Submittal of the full containment plan outlining all the details, equipment, containment screens, containment top cover, impervious ground covers, negative air dust removal equipment, containment structure, and installation drawings (ground anchors, lifting and lowering system, bonnet, etc.), other equipment, wind loading calculation, containment support calculations, and/or other pertinent information, and inhibitor the Contractor plans to employ with the wet abrasive blasting operation. This plan shall be approved and stamped by a licensed Professional Engineer. The Owner and the Engineer

will review the plan, but the responsibility for its implementation and any damage that arises from the containment system will fall on the Contractor.

- B. The full containment plan must be submitted for review, a minimum of ten (10) business days prior to the preconstruction meeting for acceptance at the preconstruction meeting. Work on the Project will not begin without an accepted containment plan.
- C. FAILURE TO SUBMIT THE CONTAINMENT PLAN IN ACCORDANCE WITH THIS SPECIFICATION MAY RESULT IN THE REVOCATION OF THE BID BOND AND TERMINATION OF THE CONTRACT.
- D. This containment plan must be in conformance with SSPC-Guide 6, guide for containing debris generated during painting removal operation, class 2, and with STATE OF MINNESOTA, DEPARTMENT OF ENVIRONMENTAL HEALTH REGULATIONS.
- E. The containment system shall be completely assembled and in working condition prior to the tank being drained.
- F. The plan shall contain corrective measures for the repair of interior surfaces which may be damaged due to blasting, welding, or other activities that may damage the full containment.
 - 1. All damaged containment shall be repaired immediately.
- G. Provide full containment as per SECTION 33 16 19.1 – Elevated Water Storage Tank Rehabilitation.
- H. A dust collector shall be in place during all abrasive blasting and painting in the interior of the tower. The dust collector shall produce a “negative” air current at all times.
- I. The plan does not relieve the Contractor from the responsibility for providing an effective and operational containment system in conformance with all Federal, State and Local requirements sufficient to protect persons, property and the environment from injury and damage due to the Contractor's operation.

3.8 CITY LETTERING/LOGO

- A. The Owner's name and logo shall be painted on a minimum of two (or three) sides of the tank and pedestal in standard lettering and size offered by the Contractor, as specified by the Owner, by brush and or roller using materials and to a thickness as specified in the Painting Schedule. Straight edges shall be masked. The color and style of lettering will be chosen by the Owner from the Contractor's standards. Owner shall approve logo placement.
- B. The Contractor shall furnish a drawing showing the tank, logo/lettering style and size to the Owner and the logo for approval. The contractor's logo pattern shall be turned over to the Owner after project completion.
- C. Contractor shall provide full color shop drawing rendering with all dimensions and color samples to Engineer for approval. Owner may request additional renderings (at no additional cost) to view different size, font changes, color changes, and other changes. This may require several trials to complete for Owner review and approval.

3.9 DISINFECTION/TANK FILL

- A. The Contractor shall be responsible for performing the tank disinfection and bacteria sampling and testing.
 - 1. Following completion of the painting of the tank, the tank shall be disinfected according to specification Section 33 01 10 – Water Storage Tank Disinfection. Method of disinfection shall be method “2” (spray application) submitted for approval and be pre-approved by the engineer.
 - (a) The spray disinfection shall be applied no more than four (4) hours prior to the tank filling.
 - (b) The contractor shall be at the site until the tank is completely filled above all access manways.
 - (c) Contractor shall inspect all manways for leaks and remain at the site until all leaks are resolved.

3.10 AFFIDAVIT OF COMPLIANCE

- A. After completion of all the painting, the Contractor shall furnish an affidavit that the work and materials furnished under this section of the Specifications meet the applicable requirements of AWWA-D102.

3.11 WARRANTY INSPECTIONS

- A. The surfaces of the tank painted by the Contractor shall be inspected by representatives of the Owner, Engineer, and the Contractor at approximately one year's time and two years' time after painting work has been completed to determine whether any repair work is necessary.
- B. The Contractor shall establish the date for each inspection and shall notify the Owner and Engineer at least 30 days in advance. If an inspection date has not been established within 13 months and 25 months after the painting work was completed, the inspection will be scheduled by the Owner at later date(s); however, the Contractor will be required to perform all remedial work at that time and will not be relieved of his obligation to do such remedial work.
- C. The Contractor shall provide all necessary safe means of access (within arm's reach), inclusive of tank draining, cleaning, lights, ladders, rigging, ventilation, and appurtenant items (including disinfection and bacteria sampling with satisfactory results) necessary for the performance of the tank inspections. The contractor shall provide access for the Engineer's representative to within arm's reach of all areas of the tower.
- D. Remedial work shall be in accordance with AWWA-D102. Inspection reports shall be prepared and delivered to the Engineer covering the first- and second-year anniversary inspections, setting forth the number and type of failures observed, the percentage of the surface area where failure has occurred, remedial work performed on the failures, and names of the persons making the inspection. Color photographs illustrating each type of failure shall be included in the report. Each report shall be submitted within 15 days of each anniversary inspection. All inspections and remedial work shall be performed at no additional cost above the contract price.

****END OF SECTION****

SECTION 33 01 10 – WATER STORAGE TANK DISINFECTION

PART 1 -- GENERAL

1.1 SCOPE

- A. The work under this section of these specifications includes the cleaning, preparation, and disinfection of welded steel elevated water storage tanks.

1.2 SPECIFICATION REFERENCE

- A. AWWA C652 – Disinfection of Water Storage Facilities

1.3 SUBMITTALS

- A. Bacteria and chlorine residual test results.

PART 2 -- MATERIALS

2.1 DISINFECTION

- A. Sodium Hypochlorite in liquid form.
- B. Calcium Hypochlorite in tablet or granular form.

PART 3 -- EXECUTION

3.1 CLEANING

- A. All vents and screens shall be removed prior to cleaning and replaced immediately after cleaning.
- B. The inlet/outlet riser shall be thoroughly cleaned and flushed prior to disinfection to remove any residual construction debris. Several flushes may be required as directed by the Engineer.
- C. All foreign objects or materials from the tank interior shall be removed, and the interior surface of the tank shall be thoroughly cleaned with high-pressure water. All dirt, dust, residue, or foreign objects which accumulate in the tank during cleaning shall be completely flushed and removed prior to disinfection.

3.2 DISINFECTION

- A. The interior of the tank shall be chlorinated in accordance with AWWA C652, Method 2.
- B. A 200 mg/l available chlorine solution shall be directly applied to all interior surfaces of the tank using suitable brushes or spray equipment.
- C. All surfaces on the interior of the tank, including the ceiling, inlet/outlet riser pipe, and drain piping, shall be thoroughly coated.
- D. The chlorine solution shall be kept in contact with surfaces for a minimum of 30 minutes.
- E. After a minimum of 30 minutes, the tank shall be filled, and bacteria tests shall be taken.
- F. The disinfection shall not be performed more than 4 hours prior to filling the tank.
- G. Following Engineer's receipt of passing bacteria tests, the tank may be put into service.

3.3 FIELD QUALITY CONTROL

A. Bacteria Testing

1. Contractor shall provide two (2) water samples taken 24 hours apart. The water samples shall be taken from the smooth nose sample tap located at the base of the inlet/outlet riser. Samples shall be delivered and tested for coliform bacteria and chlorine residuals by a certified testing laboratory (as approved by Owner). Passing test reports shall be submitted to both the Owner and Engineer.
2. Owner shall witness all sampling. Contractor shall provide all testing containers, deliver to testing lab, and coordinate all testing with Owner.
3. A bacteria test shall be considered passing if the sample is negative for coliform bacteria. Chlorine residual results are for information purposes only.

*****END OF SECTION*****

SECTION 33 16 19.1 – ELEVATED WATER STORAGE TANK REHABILITATION

PART 1 -- GENERAL

1.1 SUMMARY

- A. Work under this section consists of furnishing all labor, materials, and equipment for repairing, reconditioning, and installing specific accessories for the elevated water tank, as specified herein.

1.2 MEASUREMENT AND PAYMENT

- A. Payment for all work under this Section shall be included in the Unit Price bids unless otherwise noted within the specification section.

1.3 SPECIFICATION REFERENCE

- A. The material, techniques, and labor involved in the reconditioning of the elevated storage tank shall conform to the current AWWA and NACE Specifications applicable, which shall include but not be limited to the following:
 - 1. AWWA - D100 (Most current): Welded Steel Tanks for Water Storage.
 - 2. AWWA - D102 (Most current): Painting Steel Storage Tanks.
 - 3. AWWA - D105 (Most current): Disinfection of Water Storage Facilities.
 - 4. NACE - RPO178: Fabrication Details, Surface Finish Requirements, and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service.
- B. In addition, all work and equipment shall conform to the most current applicable OSHA standards.

1.4 SUBMITTALS

- A. The Contractor shall submit detailed shop drawings and specifications signed by an engineer licensed in the State of Minnesota. The shop drawings shall include details for all structural modifications to the tank. The Contractor shall be responsible for verifying all field dimensions prior to all submittals. In addition, all other materials used on the project shall be submitted. All submittals shall be approved by the Owner prior to the start of the project.
 - 1. Full Interior Wet and Exterior Containment Plan Details applicable for proper full containment of hazardous coatings, abrasives, and dust emissions.
 - 2. Provide details for an installed 24" "frost-free" tank vent designed and signed by a Professional Structural Engineer in the State of Minnesota.
 - 3. Provide details for new pressure manway gaskets.
 - 4. Provide details for new "frost free" tank drain "mud" valve and new piping.
 - 5. Provide details for Tank Lettering/Logos as described in section 09 97 13.
 - 6. Provide details for a new "cable style" ladder safety system and equipment for all tower ladders.
 - 7. Provide details for the grout and mortar materials to be used to replace any missing and/or damaged grout below the cone base ring and tower foundation.
 - 8. Provide details for new overflow pipe discharge screens.
 - 9. Provide details for the new dual LED aviation obstruction light and post.

10. Provide details for the new valves, new fittings, and new pressure gauge on inlet/outlet piping.
11. Provide details for new tank mixer with SCADA control panel.
12. Provide details for the modification for sealing upper landing and completely draining to overflow pipe.
13. Provide details for the installation of new recirculation pump, in-line temp sensor, flow indicator, and all piping to the interior wet.
14. Provide details for new banding on the inlet/outlet pipe insulation jacket.
15. Provide details for the installation of a new tower access door.

PART 2 -- MATERIALS

2.1 PRODUCTS

- A. All materials and products delivered to the site shall be in conformance with the prior approved submittals.

2.2 DRAIN VALVE

- A. Remove the existing and install a frost-free tank drain valve at the tank bottom located above the upper landing.
 1. The valve shall be similar to a Baburek-style valve installed with the same diameter pipe that allows draining into the existing tank drain line.
 - (a) Valve materials shall be stainless steel.
 - (b) Neoprene/rubber reinforced drain hose to overflow pipe shall be provided.

2.3 TANK VENT

- A. Provide a new 24" minimum diameter frost-free vent.
 1. Material: Stainless steel or aluminum components, including supporting frame, screened area, cap, and all hardware.
- B. Fastener support to a new installed flanged opening in the tank roof as located by the Engineer.
- C. Provide a cap to prevent the entrance of wind-driven debris or precipitation.
- D. Provide a minimum 4-inch distance between the roof surface and vent cap.
- E. Install metal corrosion-resistant No. 4 mesh screen.
- F. Maximum fill rate: 5,000 gpm.
- G. Maximum discharge rate: 5,000 gpm.
- H. Rubber/neoprene gasket shall be provided between the vent and flanged opening.

2.4 FULL INTERIOR AND EXTERIOR CONTAINMENT

- A. Provide exterior containment to detail proper full containment following as per all Local, State, and Federal regulations.
 - 1. Exterior curtain containment seams shall be connected/sealed with no gaps or holes.
 - 2. All welded containment aids (“tabs”) shall be completely removed and ground flush.
 - (a) The removed areas shall receive the required exterior scheduled abrasive blast surface preparation and coating schedule.
- B. Interior containment shall include the proper number of “air-turns” per hour and continuous air quality.
- C. Dust collector machine/unit shall be on-site and properly operational at all times during abrasive blast and painting operations. Continuous daily maintenance shall be performed on the dust collector machine/unit.
 - 1. Downward draft shall be continuous during all blasting and painting operations.

2.5 REPLACE PRESSURE MANWAY GASKETS (TANK BOTTOM ACCESS)

- A. Provide new neoprene/rubber gaskets to both pressure manways.
 - 1. Gaskets shall be continuous without open seams.

2.6 REMOVE ANY DAMAGED GROUT AND CONCRETE FOUNDATION. PROVIDE AND REPLACE WITH NEW GROUT AND MORTAR/CONCRETE. CAULK BETWEEN GROUT AND TOWER CONE BASEPLATE RING

- A. Remove and repair any damaged, loose, and/or cracked grout between the foundation and tower cone baseplate ring.
 - 1. Grout material shall be “high strength” similar to “Five Star Products High Strength Grout 42000”.
 - 2. Grout shall not be applied over painted surfaces.
- B. Remove and replace any loose or cracked concrete foundations.
 - 1. Foundation concrete material shall be similar to Five Star Products Five Star Structural Concrete 29100.
 - 2. Grout shall not be applied over painted surfaces.
- A. Caulk seams between tower grout tower cone baseplate ring. .
 - 1. Caulk shall be SikaFlex-1A or similar as approved by the Engineer.
 - 2. Apply coatings on grout and concrete surface both prior to caulk and after caulk application as per specifications and product and manufacturer’s recommendations.

2.7 TANK LOGOS

- A. Provide design and install two or three new tank logos and lettering as directed by the Engineer.
 - 1. New Logo design, colors, and placement shall be reviewed and approved by the Engineer.
 - 2. Tank logo rendering with full color and dimensions shall be provided/submitted and approved by the Owner. New Logo design shall be based on similar to existing logo/lettering.

2.8 PROVIDE AND INSTALL NEW SAFETY CLIMB SYSTEM

- A. Provide and install a new OSHA-approved ladder safety system (cable type) to all ladders attached to the tower. System shall be similar to the 3M/DBI Sala Ladder Safety Climb System.
 - 1. All ladder safety climb materials used shall be non-corrosive (inclusive of hardware).
- B. Neoprene/rubber cable guide attachments at the ladder shall be installed accordingly. Additionally, where length permits, the ladder cable system shall terminate (3-4 feet) past the ladder with an anchored post allowing for the termination transition height of approximately 3 feet.
 - 1. All neoprene/rubber cable guides shall be a “right angle” style. Approximately six (6) guides.
- C. Provide two (2) body harnesses, two (2) double lanyards with chest “D” rings, and two (2) cable sleeves compatible with the safety cable type system provided.
 - 1. The harness shall be 3M DBI-SALA ExoFit Harness (with front and back D-Ring) or similar as approved by the Engineer.
 - 2. Double lanyards shall contain a “rebar” type snap ring hook with a minimum 2-1/4” gate opening.
 - 3. Cable sleeves shall be 3M DBI-SALA 6160054 Lad-Saf X3 Detachable Cable Sleeve with carabiner cam or as otherwise approved by the Engineer.

2.9 NEW OVERFLOW PIPE SCREENS

- A. Provide and install new exterior overflow pipe screen:
 - 1. Provide new heavy gauge metal No. 24 mesh screen. Screen shall consist of a non-corrosive stainless steel type material.
 - 2. Hardware material (nuts/bolts) shall be stainless steel

2.10 PROVIDE AND INSTALL NEW GRIDBEE “GS-9” (WITH SCADA CONTROL PANEL/BOX “A”) TANK MIXER.

- A. Installation shall follow the manufacturer’s procedures and recommendations.
- B. All brackets and hardware shall be stainless steel materials.
- C. Electrical installation shall be performed by a professional licensed electrician.
 - 1. All electrical power supply wire shall be 10 gauge in size with new conduit.
 - 2. Power supply shall be on an isolated circuit and have power control switch on both ground level and tower roof.
 - 3. Controls shall be completely integrated and in operation with the tower SCADA control system.
- D. Similar “Kasco” mixer and SCADA control panel equipment shall be allowed for installation (upon Engineer’s approval).

2.11 PROVIDE AND INSTALL NEW LED AVIATION OBSTRUCTION LIGHTING

- 1. Provide and install new LED dual-element aviation obstruction lighting on tower roof per Federal Aviation Administration (FAA) requirements.
 - (a) Fixture design shall include a “built-in” photo-electric cell.

- (b) Install light and fixtures on (3) three-inch diameter, 10-foot tall (Schedule 80) pivoting post (toward tower center).
 - (1) Post shall be completely secure with no vibration when agitated.
- 2.12 PROVIDE AND INSTALL NEW INLET/OUTLET PIPE FITTINGS, VALVES, AND NEW PRESSURE GAUGE LOCATED IN TOWER CONE BASE.
 - A. Provide and install all new high-quality brass valves, fittings, and pressure gauge on inlet/outlet pipe.
 - 1. Engineer shall approve the fittings, valves, and pressure gauge.
- 2.13 MODIFY UPPER LANDING AND ADD NEW DRAIN TO OVERFLOW PIPE
 - A. Modify by adding steel material where necessary “curb” all openings and seal all holes, gaps, seams, etc., to completely drain into the new installed floor drain.
 - 1. All steel shall be seal welded (inclusive of underside of landing).
 - B. Install/weld new drain, check valve, and piping to overflow pipe.
 - 1. Contractor shall modify to locate and install drain at lowest point on upper landing (no pooling of water allowed on landing).
 - (a) Engineer to verify drain location prior to installation.
- 2.14 PROVIDE AND INSTALL NEW INSULATED CONTROL ROOM SHELTER AND APPURTENANCES
 - A. A 10' x 8' x 8' (high) (exterior dimensions) valve room with prefabricated wall panels shall be constructed inside the pedestal. Prefabricated wall panels shall be as constructed by Extreme Panel Technologies, PO Box 435, Cottonwood, MN 56229, Phone 507-423-5530, or approved equal. The contractor shall submit samples of valve room panels before starting construction.
 - 1. All walls and the ceiling shall be insulated to a minimum R-24. A 36" insulated door shall be provided. The door shall open out.
 - (a) All interior and exterior walls, ceiling and roof shall be covered with waterproof fiberglass paneling.
 - (1) Paneling finish shall be approved by the Engineer.
 - 2. The wet riser shall be located within the room to permit the free operation of all piping tools, wrenches, etc.
 - 3. The room shall be placed to allow movement on all sides and not to conflict with the alignment of the base cone ladder. The clearance from the ends of the wall to the base cone at the floor shall be 3-feet. Placement of the valve room shall be indicated in the shop drawings for the foundation and the floor drains.
 - B. Included within the shelter shall be the following items. A new electrical service with new conduit shall be provided.
 - 1. Provide and install waterproof heater (similar to the existing heater in the vault/pit)
 - 2. Provide and install Lighting (minimum of four (4) waterproof light fixtures)
 - 3. Provide and install dual power receptacles (minimum of four (4) located by the Engineer)
 - 4. The existing control panels in the existing shelter shall be relocated within the new shelter with wall placement as per Engineer's location of placement.

2.15 RECIRCULATION PUMP, STEEL FRAME, PIPING/HOSES, TEMP SENSOR, FLOW INDICATOR, AND ALL INLET/OUTLET PIPE VALVES

- A. Provide and install a 3/4 HP recirculation pump with new electrical service.
 - 1. Pump shall be a Goulds Pump Model LB0512 or Franklin Electric Model FPS-DR1J05 or equal (as approved by the Engineer). The Goulds pump design condition shall be 20 GPM at 56 ft. TDH. Pump inlet shall be 1/1/4" diameter and outlet shall be 1" diameter.
 - 2. The pump shall be compatible with the existing tower electrical service. Pump model may change due to the existing electrical service.
 - 3. Piping material shall be "flexible" high pressure with reinforced "non-corrosive" wire mesh (or as approved by the Engineer) providing specific vibration protection.
 - 4. The pump shall be securely mounted (as approved by the Engineer) to a new steel frame in the modified shelter.
- B. Provide and install new piping to the interior wet.
 - 1. Piping shall be rigid schedule 80 and designed into the inlet/outlet pipe with a welded "bolted flange" design for ease of future maintenance.
 - 2. All valves on inlet/outlet pipe shall be installed or replaced with new fittings and "High Quality" brass valves.
- C. Provide and install a "temperature sensor" device/monitor in recirculation pump piping.
 - 1. Temperature display shall be clearly visible from the shelter doorway.
 - 2. The temporary sensor shall also be integrated and have the ability to be monitored with the existing SCADA system.
- D. Provide and install a "flow indicator" (with display window) device/monitor in recirculation pump piping.
 - 1. The display window shall be effortlessly and clearly visible from the shelter doorway.

2.16 NEW METAL JACKET BANDING ON INLET/OUTLET INSULATION

- A. Carefully remove existing insulation and metal jacket. Reinstall existing insulation and jacket. Provide new jacket banding, including coating reconditioning.
 - 1. Contractor to verify inlet/outlet pipe and insulation size.
 - 2. Metal banding shall be aluminum alloy materials.

2.17 PROVIDE AND INSTALL NEW METAL (AND PAINTED) TOWER ACCESS DOOR

- A. Door shall be similar to existing and equivalent or superior quality to existing door.
 - 1. Door shall receive the same coating system as the tower interior dry and exterior.
 - 2. Door shall be sealed without gaps and operate freely without means of force.
 - 3. Door security shall match the City's current locking system design.

2.18 REMOVE ALL ABANDONED CATHODIC PROTECTION SYSTEM AND PLUG HOLE AT TANK BOTTOM

- A. Weld existing cathodic protection system penetration "hole" in tank bottom.
- B. Remove all existing cathodic protection system equipment and brackets.

PART 3 -- EXECUTION

3.1 PREPARATION

- A. All materials shall be prepared and applied according to the manufacturer's recommendations.
- B. All surface preparation shall be performed according to the manufacturer's recommendations.
- C. All electrical work shall conform to all federal, state, and local electrical codes.

3.2 INTERIOR RECONDITIONING AND REPAIR

- A. The following tasks shall be required in the tank interior. Contractor shall be responsible for all field materials, sizes, and dimensions. Refer to the appendix for additional descriptions and photos.
 - 1. Base Bid Items
 - (a) Bid removal and application of an Interior Wet Coating System as listed in Part 2 of spec Section 09 97 13 Water Tower Repainting.
 - (b) Bid removal and application of an Interior Dry Coating System as listed in Part 2 of spec Section 09 97 13 Water Tower Repainting.
 - (1) This includes the complete removal and replacement on all surfaces in the interior wet tank and interior dry.
 - (2) This includes the complete removal and replacement on all piping, valve, and steel materials/components, and attachments located in the entire tower (inclusive of new access door).
 - (c) Provide proper downdraft, ventilation, etc., and containment with dust collection machine/unit.
 - (d) Epoxy caulk seal all roof laps, seams, rough weld surfaces, porosity, etc. (inclusive of intermittently welded seams and any other areas per the engineer) after coating application and cure. Total caulking length used in base price shall be included in the listed 500 feet. Unit prices will adjust total cost based on field measured quantities.
 - (e) Provide 10 hours of misc. grinding for miscellaneous grinding of existing conditions as part of the base price. Grinding to correct undesirable conditions for the coating surface preparation. All grinding to be performed prior to abrasive blasting. Unit price will adjust cost based on field measured quantities.
 - (f) Miscellaneous structural and seal welding as directed by Engineer. Ten (10) lineal feet shall be included in bid price. Unit price will adjust cost based on field measured quantities.
 - (g) Provide fill any pitting 1/8" or less with an approved product similar to Steel Seam FT910 Epoxy Patching and Surfacing Compound or similar product as approved by the Engineer. Total pit filler will be based on 1 hour to be included in bid price. Unit price will adjust cost based on field measured quantities.
 - (h) Replace pressure manway gaskets on tank bottom.
 - (i) Provide and install all inlet/outlet pipe fittings, valves, and pressure gauge.
 - (j) Provide and install new tank mixer and SCADA panel.
 - (k) Provide and install new tank drain "mud" valve and piping.
 - (l) Modify upper landing with drain to overflow pipe.

- (m) Provide and install new recirculation pump system with temp sensor and flow indicator.
- (n) Carefully remove existing insulation and metal jacket. Reinstall insulation and metal jacket . Provide and install jacket new metal banding.
- (o) Provide and install new safety climb system for all ladders. Provide new personal protective safety equipment.
- (p) Provide and install/paint new tower access door.
- (q) Remove abandoned cathodic protection system. Weld/plug penetration in tank bottom.

B. Provide pricing for the following items that may be necessary to execute

- (a) Bid unit price per linear foot: Miscellaneous structural and seal welding that may be necessary.
 - (1) Seal welding price per linear foot
 - (2) Structural welding price per linear foot
- (b) Bid hourly rate: Provide fill any pitting 1/8" or less with an approved product similar to Steel Seam FT910 Epoxy Patching and Surfacing Compound or similar product as approved by the Engineer.
- (c) Bid hourly rate: Provide weld fill or welded patch for any pitting greater than 1/8" depth.
- (d) Bid hourly rate: Miscellaneous grinding of existing conditions to correct undesirable conditions for the coating surface preparation.

3.3 EXTERIOR RECONDITIONING AND REPAIRS

A. The following tasks shall be required on the tank exterior. Contractor to verify all field materials, sizes, and dimensions. Refer to the appendix for additional descriptions and photos:

1. Base Bid Items

- (a) Provide full curtain containment as per this spec section.
- (b) Bid complete removal and replacement of an Exterior Coating System as listed in Part 2 of Section 09 97 13 Water Tower Repainting.
 - (1) Coating removal/replacement of exterior coating system includes all attachments to tower. See appendix for photos.
 - (2) Full Curtain Containment shall be provided for abrasive blast control.
 - (3) Dust collector machine/unit shall always be in place and in operation during abrasive blast and painting operations.
- (c) Provide two or three tank logos/lettering of new design.
- (d) Provide modifications and provide new "frost-free" pressure relief roof vent.
- (e) Provide and attach a temporary 3/8" cable to all tower ladders for the purpose of a temporary safety cable system during the entire rehabilitation.
- (f) Bid unit price per linear foot: Miscellaneous welding that may be necessary.
- (g) Bid unit price per linear foot: Miscellaneous caulking that may be necessary.
- (h) Bid unit price per hour: Miscellaneous grinding that may be necessary.
- (i) Provide and install a new heavy gauge #24 stainless steel overflow pipe screen.

- (j) Remove all loose, cracked, and/or damaged grout in between the tower cone baseplate and foundation. Replace with new grout and caulk seams.
- (k) Remove all loose, cracked, and/or damaged mortar/concrete foundations. Replace with new concrete.
- (l) Apply exterior caulk to seal seams between the tower cone baseplate grout.
- (m) Provide and install new LED aviation obstruction light and pivoting post.

3.4 EXTERIOR ABRASIVE BLAST CONTAINMENT

- A. The existing coatings are not classified as either lead or chromium-based paint.
- B. The Contractor shall be fully responsible to provide full containment of the exterior tank abrasive blasting operation, including a top bonnet or cover to prevent the drift of abrasive and existing exterior paint removed onto adjacent property, streets, or structures. **THEREFORE, CONTAINMENT AND DISPOSAL PER STATE AND FEDERAL REGULATIONS WILL BE MANDATORY.** In conjunction with full containment, the contractor shall be responsible for providing adequate dust collection or negative air to the containment system to prevent the release of emissions to the environment.
- C. As an option, the Contractor may employ a wet abrasive blasting operation in conjunction with full containment of the exterior to achieve the goal of control of paint and dust emissions. **The Contractor must submit for review and approval to the Engineer and Owner a written plan outlining all the details and equipment the Contractor plans to employ with the wet abrasive blasting operation.** The Owner reserves the right to accept or reject the Contractors proposed plan. The Contractor expressly agrees to abide by the decision of the Owner or Engineer in accepting or rejecting the Contractor's wet abrasive blasting or environmental compliance plan.
- D. THE CONTRACTOR EXPRESSLY AGREES TO OBEY THE VERBAL OR WRITTEN DIRECTION AND INSTRUCTION OF THE ENGINEER, INSPECTOR, OR OWNER'S REPRESENTATIVE IN DETERMINING WHEN THE EXTERIOR ABRASIVE BLASTING OPERATION MAY PROCEED OR MUST BE SUSPENDED DUE TO EXCESSIVE WINDS, OR DRIFT OF DUST, SPENT ABRASIVE AND PAINT CHIPS OUTSIDE THE AREA OF CONTAINMENT.
- E. Screens used for containment shall be inspected and approved for use by the Engineer, Inspector or Owner's Representative. Windscreens used for containment shall be solid screens. They shall be UV-Stabilized, weather and solvent resistant.
- F. The Contractor shall be fully responsible to provide 100 (%) percent impervious ground coverage in all areas adjacent to the tank for the purpose of ensuring recovery of (a minimum) 95 (%) percent of all spent abrasive, removed paint, and debris from the abrasive blast operation. Ground cover shall consist of reinforced plastic or canvas tarps sufficiently overlapped and secured to prevent contamination of the ground by contact with the abrasive and paint chip debris.
- G. The Contractor shall be fully responsible for providing 100 (%) percent temporary, minimum 6-foot height, wire mesh or snow type **fencing around the perimeter of the Owner's property** to prevent unauthorized access to the site. Corner and intermediate posts shall be adequate to support the fence and placed at maximum 12-foot intervals. The contractor shall install adequate, lockable gates for access by personnel and contractor equipment. The Contractor expressly agrees to abide by the decision of the Owner or Engineer in accepting or rejecting the Contractor's temporary fencing plan.
- H. Disposal of waste materials generated by the Contractor or his subcontractor(s) will be as specified in Section 3 of this specification.

3.5 BLAST CLEANING

- A. Use proper equipment and abrasives when blast cleaning to produce the mil profile, within the range of 2.5 to 3.5, or as recommended by the coating manufacturer. Do not reuse sand or flint abrasives. Steel shot shall not be allowed for use on the project..
- B. The abrasive used shall be of the type that is graded as to proper size, shape and hardness. It shall be free of contaminants and shall not embed itself in the blasted surface. Silica sand, Flint, Garnet or Quartz type abrasives shall be chemically washed, dried, dust, dirt and fines free, resistant to fracture (shattering), and contain no leachable contaminants. Synthetic (non-metallic and non-siliceous) abrasives such as Silicon Carbide, Aluminum Oxide and Refractory Slag products shall meet the above criteria. **THE USE OF REDUCED OR DUST-FREE ABRASIVE BLASTING IS REQUIRED.** Prior to start-up of the project, samples of the Contractor's selected abrasive and/or abrasive/admixture shall be submitted to the Engineer for testing and approval. Random field testing of the abrasive shall be done, as directed by the Engineer, to ensure the abrasive used complies with these requirements.
- C. The use of a recyclable abrasive, such as steel grit, is neither specifically encouraged nor prohibited. Contractors requesting the use of a recyclable abrasive must comply with the specified mil profile. Waste generated by this method of abrasive blasting will be considered Hazardous Waste and as such must be disposed of accordingly. Therefore, the provisions of Section 3.4 and 3.6 are not applicable.
- D. All compressed air supply shall be properly equipped with suitable after coolers, oil and moisture separators to prevent contamination of abrasives and/or blasted surfaces. These separators shall be of the continuous bleeding or automatic dumping type. In order to prevent contamination of abrasives and/or blasted surfaces, it is recommended that separators be installed between the compressed air outlet and the blasting pot compressed air inlet.
- E. Stop abrasive blast cleaning in sufficient time to remove all dust, spent abrasive and other foreign matter from and around all blasted surfaces (including rigging and equipment) and to allow the atmosphere to clear before any coating is done. Removal of these materials shall be by clean brush or suitable industrial vacuum with particular attention given to welds, pockets, poorly accessible areas or any overhead areas.
- F. Apply the first coat to all prepared surfaces, except that there shall remain uncoated a 3-inch to 4-inch border of blasted steel at the end of each workday. When blast cleaning resumes the following workday, this border shall be reblasted up to and including 1-inch to 3-inches of the previous primer coating.
- G. Take extra care during all blasting operations to prevent damage or abrasive impingement upon previously applied-coated areas.
- H. A prime coat shall be applied within eight (8) hours after sandblasting. When the humidity exceeds 80%, the prime coat shall be applied within four (4) hours after sandblasting. If conditions are questionable, the Engineer shall make the decision, and the Contractor shall accept his interpretation as final and binding. All surfaces must be approved by Engineer prior to coating application.
- I. A daily inspection of the separators and compressed air supply will be required to ensure the cleanliness of all compressed air supplied for abrasive blasting. This test will be performed by a blotter test. A clean white blotter is held no more than 18-inches from the air supply, downstream of moisture and oil separators. The air supply is directed at the blotter for approx. (2) two minutes. The blotter is then examined visually for signs of oil and moisture. A clean blotter at test completion means a successful passing of the air supply test. Failure to pass the compressed air test will be justification for rejection of abrasive blasting performed that day. The Engineer's discretion will be final in this determination.

3.6 CLEAN UP

- A. The Contractor shall, at all times, keep the premises free from accumulations of waste material or rubbish caused by his employees or work. **They shall clean up abrasive material or rubbish on a regular daily schedule as directed by the Engineer.** All unneeded construction equipment shall be removed from the site, and all damages repaired expeditiously so that the adjacent property is inconvenienced as little as possible.
- B. During exterior sandblasting and coating operations, the Contractor shall provide adequate protection and containment to prevent damage to adjacent structures and property by his operations. The Contractor shall also perform intermittent or periodic clean-up of adjacent grounds to prevent the accumulation of sandblasting sand and debris caused by his operations. This shall include, but not be limited to, sidewalks, streets, driveways, yards, and rooftops.
- C. The Contractor shall be fully responsible to recover, remove and dispose of properly all spent abrasives, removed coating and paint, spent solvents, paint containers and other non-specific waste in accordance with current State and Federal regulations included, but not limited to, the 1976 Resource, Conservation and Recovery Act (RCRA) and its amendments, specifically the 1984 Hazardous and Solid Waste Amendments to RCRA. Disposal of "empty containers" shall be in accordance with RCRA 40 CFR 261.7 and Minnesota State Regulations. **IN ADDITION, THE CONTRACTOR SHALL SUBMIT FOR REVIEW AND APPROVAL HIS TCLP SAMPLING PLAN.** The Sampling Plan and quality control measures must be in conformance with EPA Test Procedures Manual SW-846 and current State of Minnesota, Pollution Control Agency requirements. Proper documentation of this process is required by the EPA and these specifications. The Contractor is also responsible to provide proper documentation per RCRA/EPA and State regulations for identifying, tracking and disposal of the waste generated. At a minimum, this documentation shall include a Waste Evaluation Form, Industrial Solid Waste Tracking Form, Landfill Special Waste Tracking Form and letter of acceptance of the waste by the appropriate landfill or disposal site.
- D. Under this Agreement, the Contractor shall be responsible for compliance with local, state and federal regulations concerning emissions or disposal of solid, particulate, liquid or gaseous matter as a result of the cleaning, painting or other operations. Compliance with this provision shall be accomplished without direct supervision from the Engineer or Owner. The Owner shall not grant additional compensation for changes in the law, regulations or interpretations of said laws or regulations. The burning of trash, paper or wood on the job site is not permitted. Unless otherwise provided by these specifications, the Contractor is responsible for all containing, shielding, waste retrieval or other precautions required by any regulatory agency at no additional cost to the Owner. **Any fines imposed on the Owner or Engineer by any regulatory agency because of the contractor's non-compliance with Environmental Regulations shall be paid or reimbursed by the contractor.**
- E. THE CONTRACTOR SHALL PERFORM TIMELY LABORATORY TESTING OF WASTE MATERIALS GENERATED ON THE JOB SITE TO DETERMINE ITS SPECIFIC CLASSIFICATION FOR PROPER DISPOSAL IN ACCORDANCE WITH THIS SPECIFICATION AND ALL APPLICABLE STATE AND FEDERAL REGULATIONS. A MINIMUM OF FOUR (4) TCLP TESTS SHALL BE PERFORMED, OR AS REQUIRED BY REGULATIONS ON BOTH THE INTERIOR AND EXTERIOR WASTE MATERIALS. TCLP TESTING SHALL BE FOR ALL EIGHT (8) SPECIFIC CONSTITUENT CONCENTRATIONS (EIGHT (8) HEAVY METALS/INORGANICS) AS SHOWN IN 40 CFR 261.24, TABLE 1 OR AS AMENDED BY REGULATION.
- F. The Owner intends to perform timely laboratory testing of waste materials to verify test results taken by the Contractor. In the event of discrepancies in test results and the resultant classification of waste materials, it is agreed by the parties to this Contract that the Engineer shall perform independent testing and shall determine all questions in relation to the classification of waste materials. **The Contractor will be held liable for all supplementary testing, engineering and associated contract administration costs.**

- G. On or before the completion of work, the Contractor shall, unless otherwise directed in writing, remove all temporary works, tools and machinery or other construction equipment placed by him. He shall remove all rubbish from any grounds that he has occupied and shall leave all of the premises and adjacent property affected by the operation in a neat and restored condition satisfactory to the Engineer. Restoration of grass areas shall be by the placement of black soils suitable for the growing of grass and seeded to the Owner's satisfaction.

3.7 CONTAINMENT PLAN

- A. Submittal of containment plan outlining all the details submitted in drawings, equipment, tarps, structural loading that the containment system will impart to the tank(s), structural loading calculations, dust collection equipment and if the contractor chooses to employ any wet abrasive blasting, and the inhibitor the CONTRACTOR plans to employ with the wet abrasive blasting operation.
- B. All welded containment "lugs" supports shall be considered as temporary and completely removed (and ground flush/smooth) after curtain removal.
- C. (If Necessary) - The containment plan must be in conformance with Minnesota Pollution Control Agency regulations, Chapter 7025 for the removal of Lead Paint from Steel Structures and this specification. Included in the Containment Plan submittal are the Contractor's calculations of Risk Factor per MN PCA regulation section 7025.0310, temporary site fence, project site notification sign, and engineering controls for the reduction, removal and control of lead dust, for compliance with worker health and environmental regulations.
- D. THE CONTAINMENT PLAN MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE ENGINEER SEVEN (7) DAYS BEFORE COMMENCING WORK. Work on the project will not begin without an approved containment plan.

**** END OF SECTION ****

APPENDIX A

WATER TOWER PHOTO REPORT



Photograph #: 1

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tower



Photograph #: 2

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: Close up of tower bowl and logo



Photograph #: 3

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tower pedestal



Photograph #: 4

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

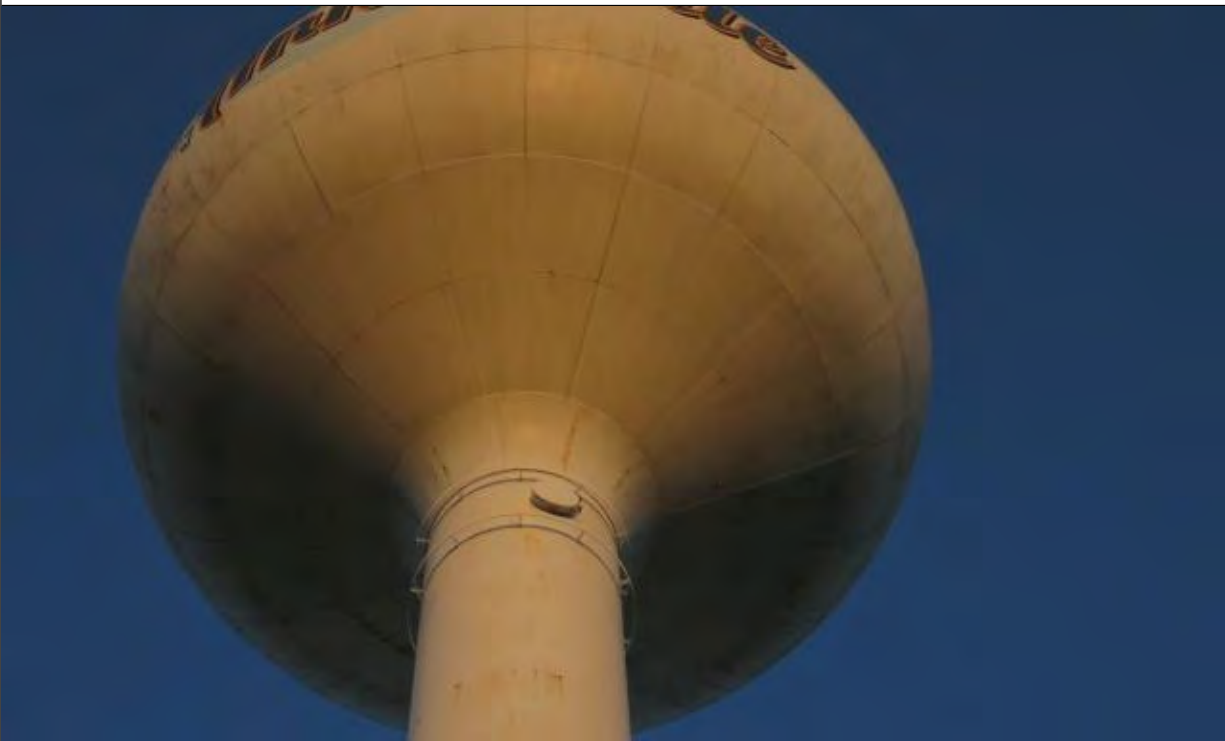
Subject: View of tower pedestal



Photograph #: 5

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tank bottom



Photograph #: 6

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tank bottom and "painter's hatch"



Photograph #: 7
Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN
Subject: View of tank shell (Note: Corrosion)



Photograph #: 8
Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN
Subject: View of Painter's ring and hatch



Photograph #: 9

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of cone base and tower access door



Photograph #: 10

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of cone base



Photograph #: 11

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of overflow pipe discharge and splash pad



Photograph #: 12

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of overflow pipe screen



Photograph #: 13

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tower cone base ring and anchor rods



Photograph #: 14

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tower cone base ring and anchor rods



Photograph #: 15
Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN
Subject: View of tower cone base and electrical service meter



Photograph #: 16
Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN
Subject: View of tower roof



Photograph #: 17

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tower roof (interior dry access hatch, interior wet access hatch, and vent)



Photograph #: 18

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tower roof and interior wet access hatch



Photograph #: 19

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tower roof and roof vent



Photograph #: 20

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tower roof and roof vent



Photograph #: 21

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tower roof and painter's roof vent (access hatch)



Photograph #: 22

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

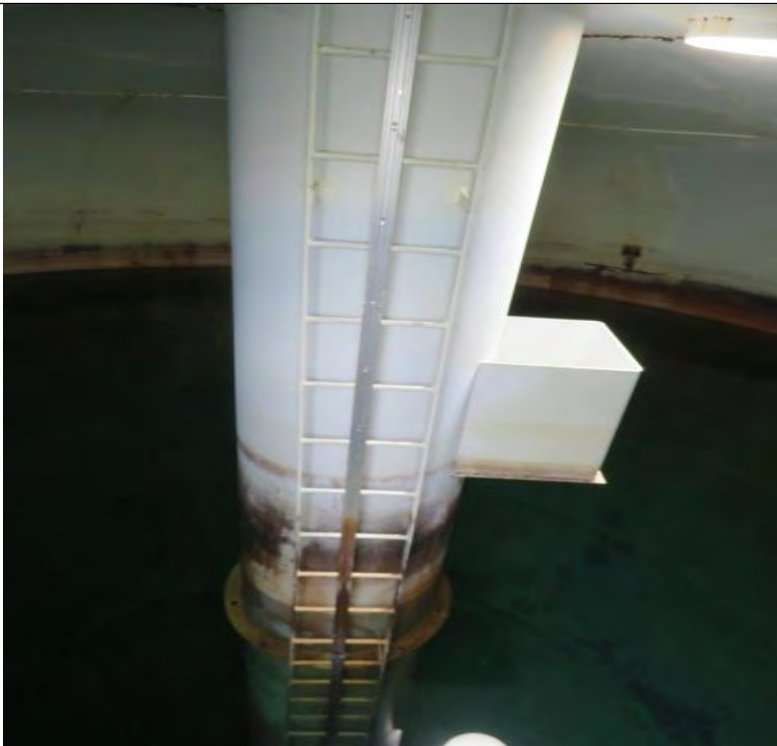
Subject: View of tower roof (outside railing)



Photograph #: 23

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

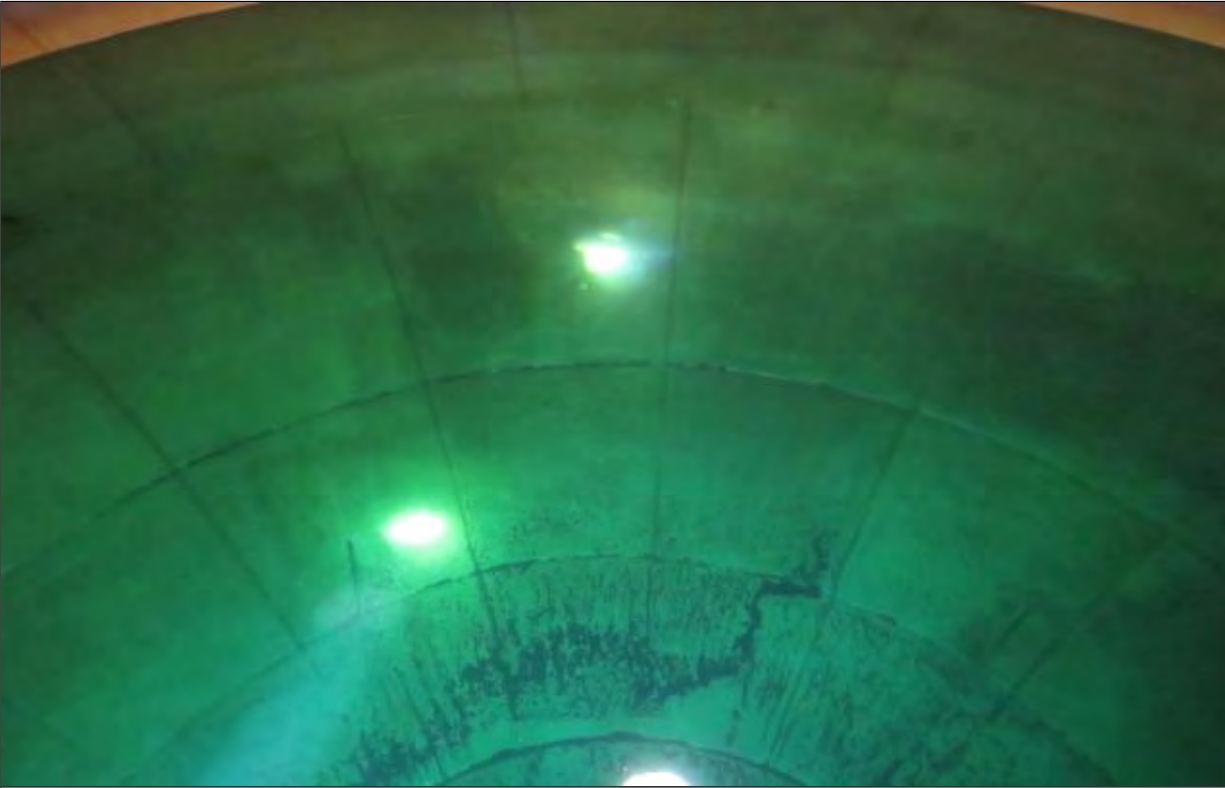
Subject: View of aviation obstruction light



Photograph #: 24

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

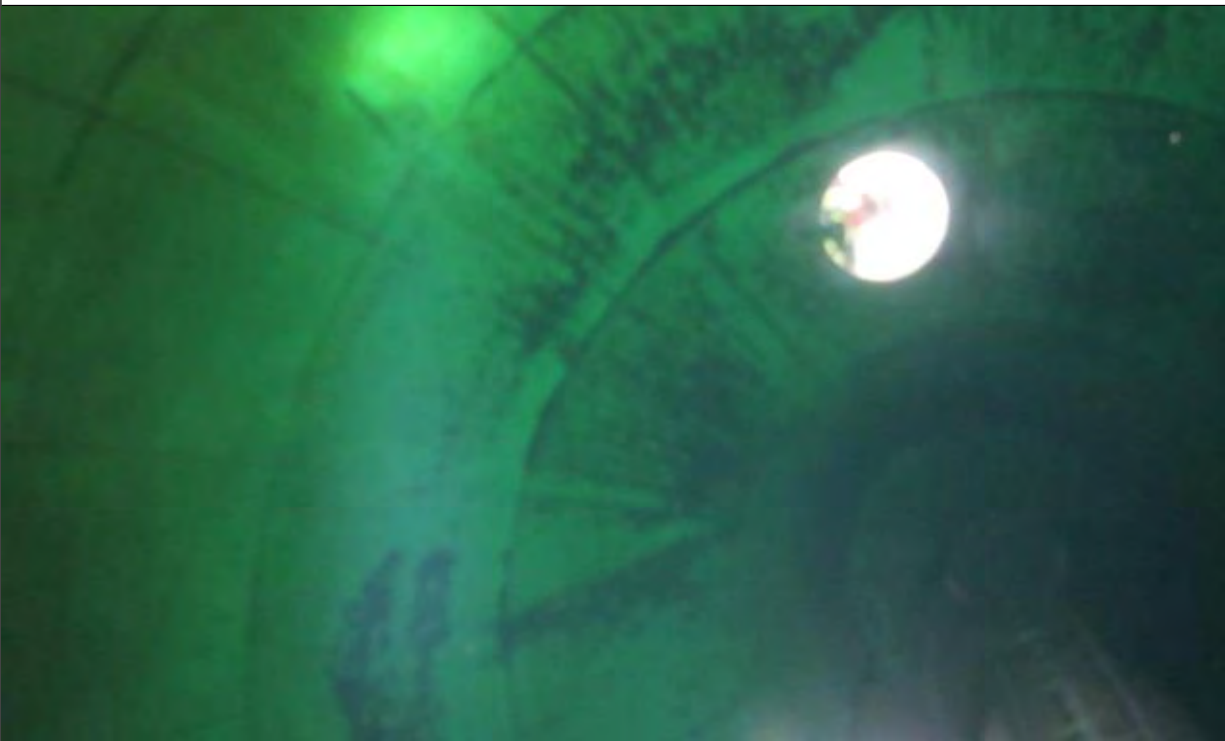
Subject: View of dry riser pipe (and ladder) in the interior wet



Photograph #: 25

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

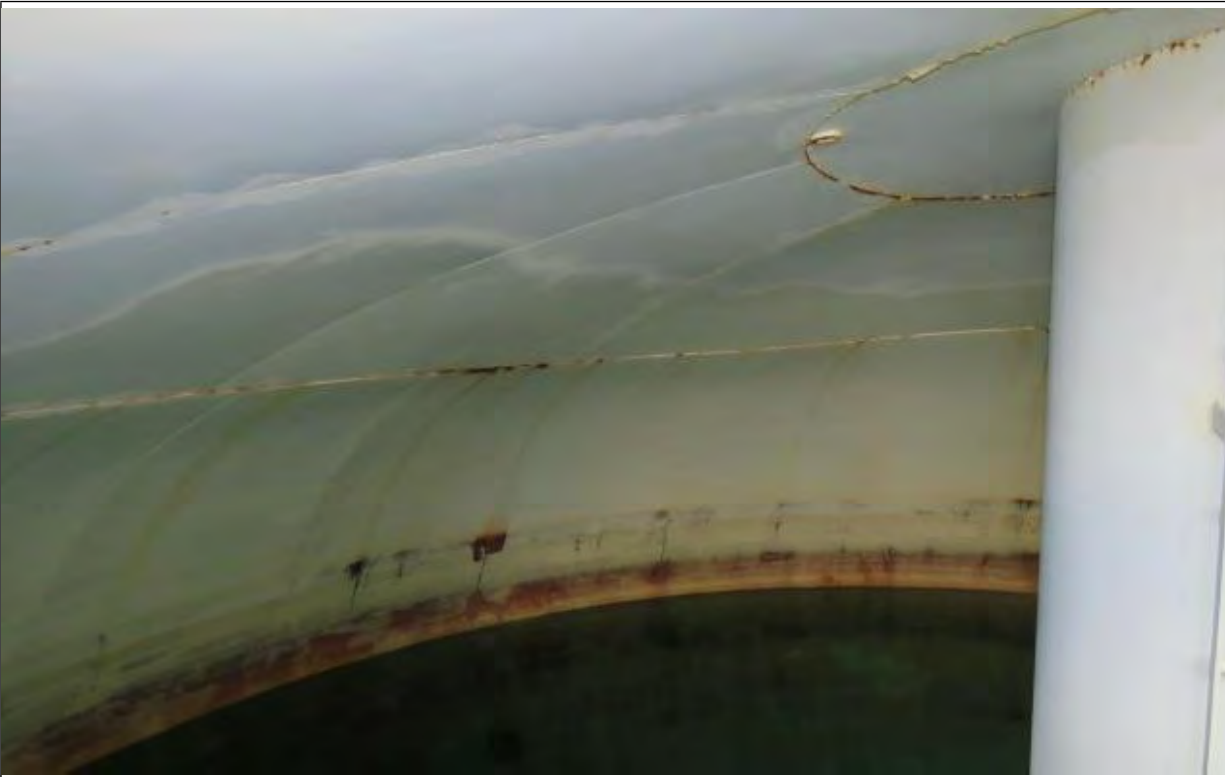
Subject: View of interior wet tank shell and bottom



Photograph #: 26

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

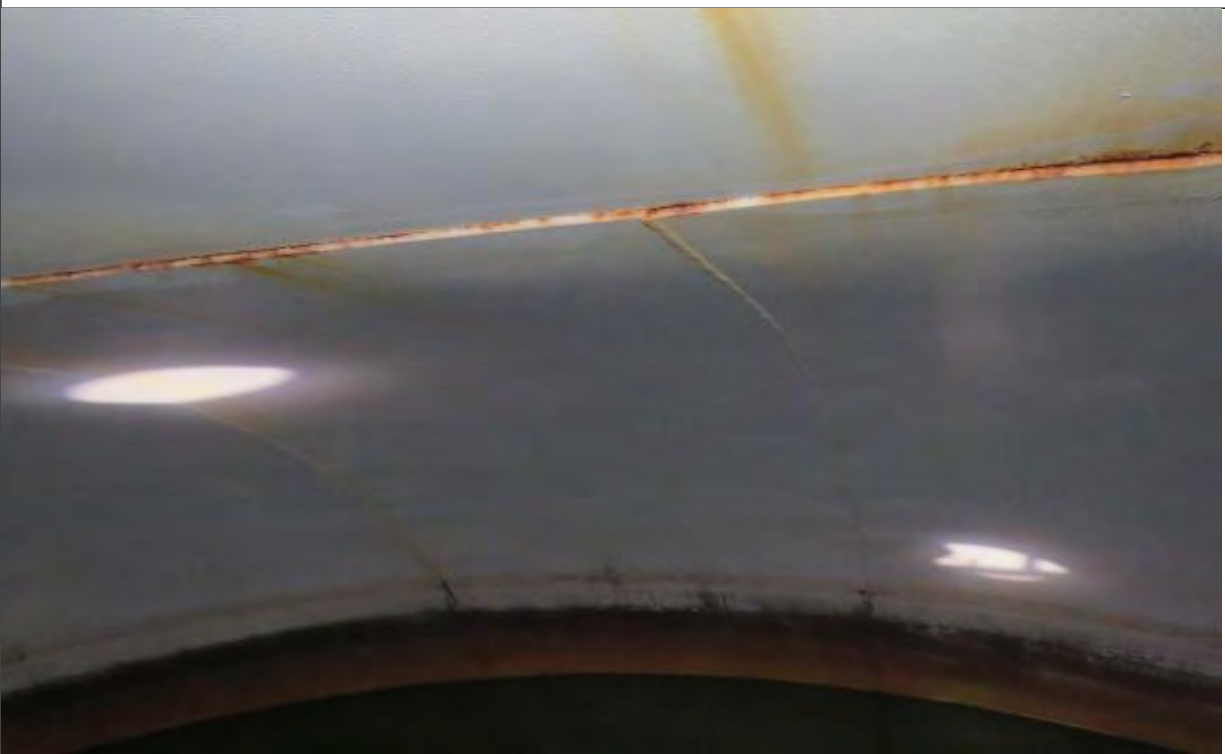
Subject: View of interior wet tank shell and bottom



Photograph #: 27

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior wet tank shell and ceiling



Photograph #: 28

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tank interior wet ceiling



Photograph #: 29

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

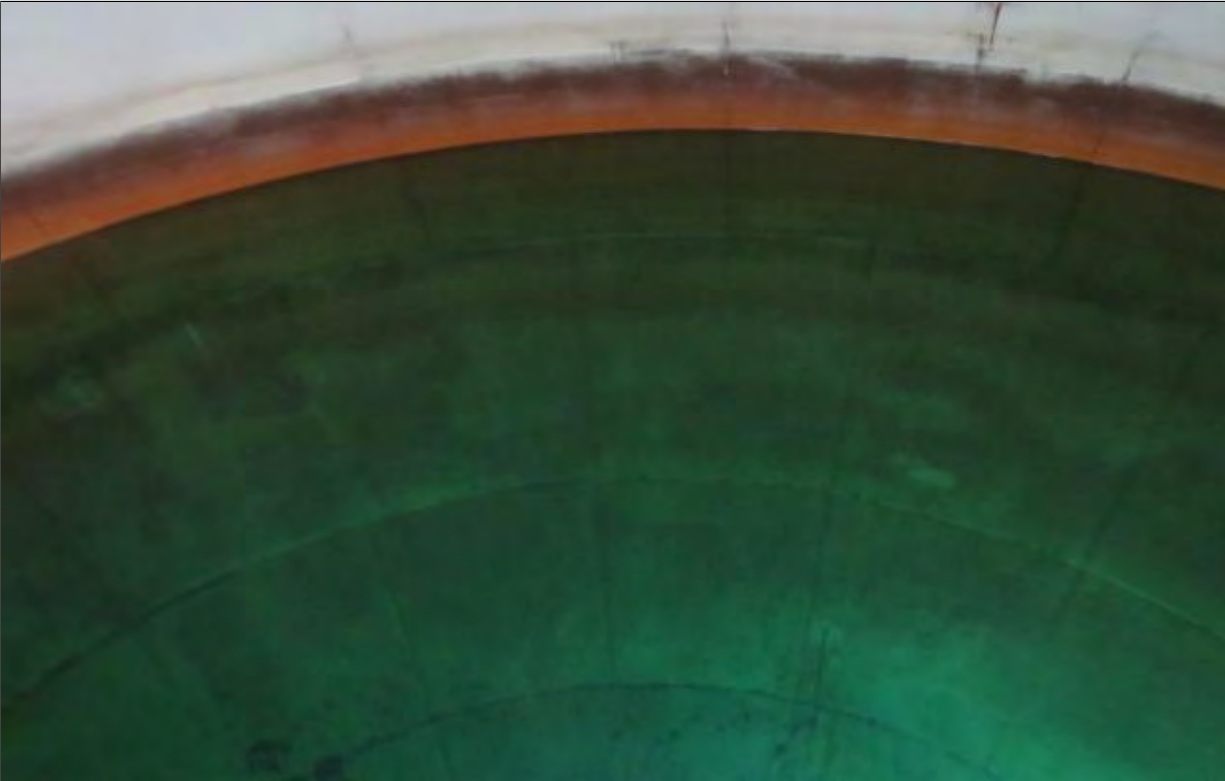
Subject: View of interior wet



Photograph #: 30

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior wet tank shell wall



Photograph #: 31

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

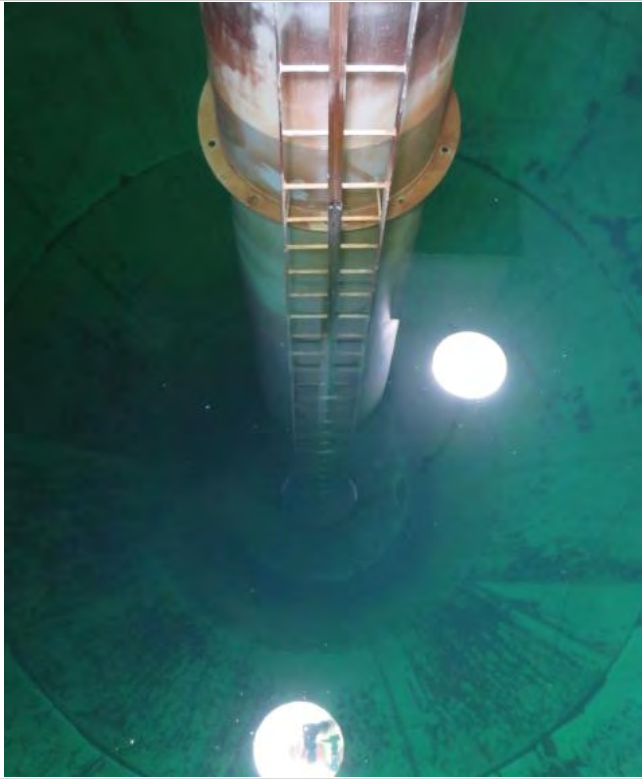
Subject: View of interior wet tank shell wall



Photograph #: 32

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior wet tank ceiling ("dollar plate")



Photograph #: 33

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior wet dry riser and tank bottom



Photograph #: 34

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tank interior wet dry riser and overflow weir box



Photograph #: 35

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of tower access door (note: broken door handle)



Photograph #: 36

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior dry in cone base



Photograph #: 37

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior dry in cone base



Photograph #: 38

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior dry in cone base (control panels – cathodic protection)



Photograph #: 39

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior dry in cone base



Photograph #: 40

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of control panel shelter



Photograph #: 41

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of control panel shelter



Photograph #: 42

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior dry cone base



Photograph #: 43

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of lower landing bottom



Photograph #: 44

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of lower landing from above



Photograph #: 45

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of corrosion on lower landing



Photograph #: 46

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of "second" landing bottom side



Photograph #: 47

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of "second" landing top side



Photograph #: 48

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior dry pedestal shell at "second" landing



Photograph #: 49

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of "third" landing bottom side



Photograph #: 50

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of "third" landing top side



Photograph #: 51
Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN
Subject: View of “fourth” landing bottom side



Photograph #: 52
Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN
Subject: View of “fourth” landing top side



Photograph #: 53

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior dry pedestal shell at "fourth" landing



Photograph #: 54

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior dry brace/channel below "upper" landing



Photograph #: 55

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of “upper” (5th) landing bottom side



Photograph #: 56

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of “upper” (5th) landing top side



Photograph #: 57

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of "upper" landing top side



Photograph #: 58

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior dry pedestal shell at "upper" landing



Photograph #: 59

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of drain ("mud") valve and piping to overflow pipe at upper landing



Photograph #: 60

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior wet pressure access hatch at upper landing



Photograph #: 61

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of cathodic protection wiring box and penetration to interior wet (upper lading)



Photograph #: 62

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

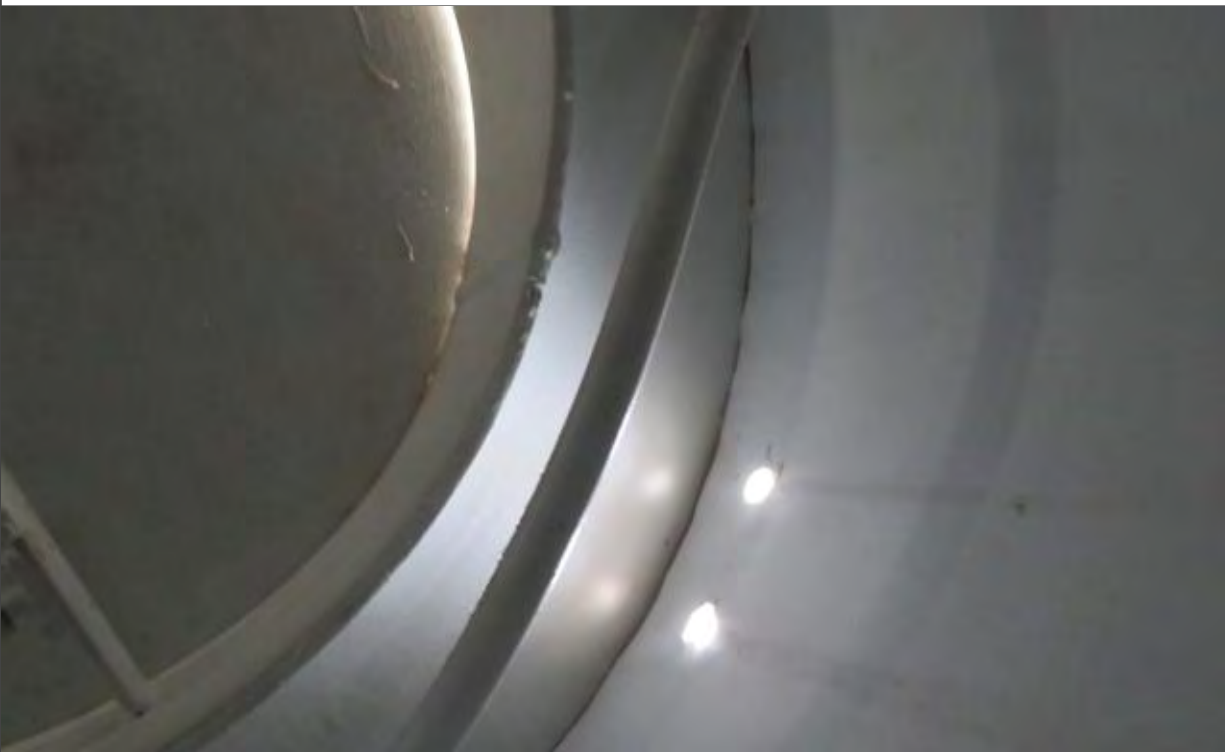
Subject: View of light and electrical outlet at top of interior dry riser



Photograph #: 63

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of interior dry riser pipe (and overflow pipe) from upper landing



Photograph #: 64

Date: September 29, 2021 & August 24, 2022 ~ 300,000 Gallon Elevated Storage Tank ~ Annandale, MN

Subject: View of roof access hatch at top of interior dry riser (note: two open penetrations)

APPENDIX B

TANK GENERAL INFORMATION REPORT

Water Storage Tank General Information Report

Customer:	City of Annandale		
Project Desc:	Water Storage Tank Evaluation		
Project No.:	0W1.126500	Contact:	Joe Haller (763-238-6463)
Address:	30 Cedar Street Annandale, MN 55302	Evaluation Date:	September 29, 2021 & August 24, 2022
Inspector(s)	James Connor		

Site

Address:	23 Excelsior Ave. South – Annandale, MN 55302		
Tank Style:	Single Pedestal Spheroid		
Description: *Door does not close properly and door handle is broken.	North: Railroad tracks		
	South: Open Grass		
	East: Commercial Building		
	West: Wooded Area		
	Access type: Commercial Building Type Door		Security: Key Lock
	Orientation: Door- North		Overflow Discharge- West
	Direction of Site Drainage: NNE		

Tank Information

Manufacturer: Caldwell			Year Built: 1995	Serial No. E3785	
Capacity (Gallons)	Drwg's Avail?	Construction Type	Height (Approx.) ROOF LWL		Tank Dia.
300,000	No	Welded Steel	appx. 145'	appx. 137'	appx. 105'

Foundation

Concrete/Grout	Fair		Column Leg/Base (Dia.) – 26'
Anchor rods/nuts	# 16	Diameter- 1.5	Condition-
Splash Pad/Basin	Yes	Size- 3' x 5'	Condition-

Accessories Information

Ladders	Caged/Dia.	Safety Device/Type	Rung width/distance	Notes
Interior Wet)	Yes	No	Track - Flat Bar	16"/12"
Interior (Dry)	Yes	Yes	Track - Flat Bar	16"/12"
Exterior	N/A	N/A	N/A	N/A

Dry Riser Diameter – 40"	Pedestal Diameter – 9'	Cone Base Diameter – appx.25'	
Fill Pipe Size – 12"	Insulated- Yes	Outlet Pipe Size- N/A	Wet Riser (Dia.) - N/A
Drain Plug? CP	Mud Valve? Yes		Comment- Poor Condition (Corrosion)
Drain(s): No		Screened? N/A	
Overflow Pipe- 8"	Distance to Grade: 20"	Screen? Yes, #2	Flapper? No
Notes: Wasps in tower			

Railings	Type	Height	Dia.	Mid-rail?	Toe Plate?	Comment:
Roof	Angle	42"	14'	Y	Y	2 1/2" x 2 1/2"
Balcony/Catwalk	N/A	N/A	N/A	N/A	N/A	N/A

Sway Rods & Struts Condition	N/A
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Antennas (type)	Location	Owner	Condition/Comments
Omni	Roof	City	SCADA

Notes: Set of Abandoned Clamps

Manways (location)	Size	Type	Condition/Comment
Dry Tube Roof Access	30"	Hinged	Heavy
Interior Wet Roof Hatch	24"	Hinged	Bolted (Need Wrench)
Painters Vent	24"	Hinged	
Interior Wet Floor Access	20" x 24"	Pressure	

Vent(s) (Location)	Size	Screened?	Frost Free?
Roof	24"	Yes	No (Hinged)

Lighting	Aviation: Yes	Operational? Yes	Comment: Non-LED
	Interior: Yes	Operational? Yes	Comment: N/A

Vault or Pump Control Room? Small Box		Recirculation Pump? No		Mixer? No
Sump Pit? No	Size – N/A	Sump Pump? No	Operational- N/A	
Cathodic Protection System? Yes		Comments: ??		

Coating Information

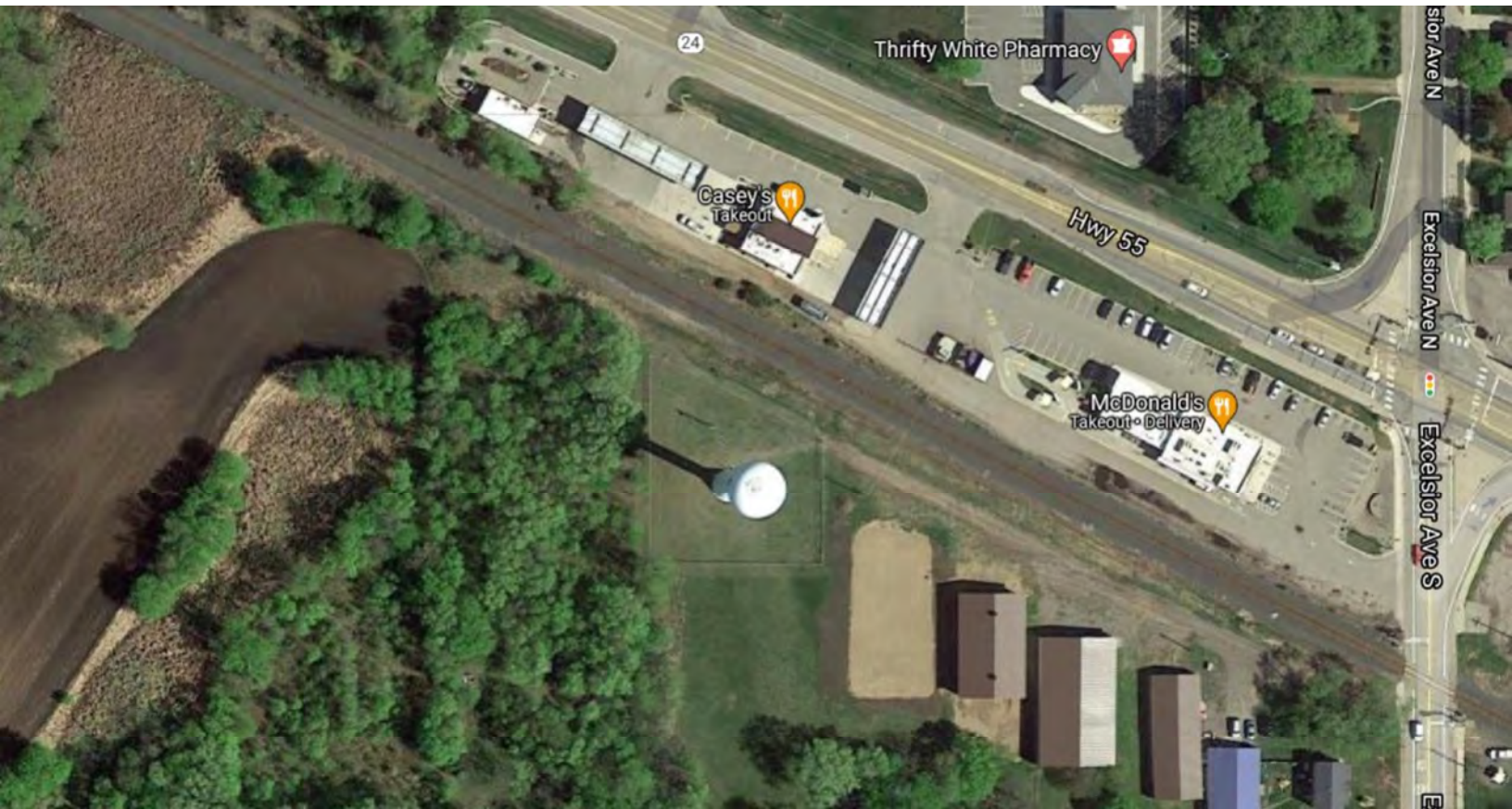
3 Overcoats		
Suspect Lead? No	Lead Check Test: No	Sample(s) taken: No

Coating Condition

Interior Wet	N/A Fair-Poor CP System
Interior Dry	Fair-Poor Pedestal: 12-16 mils Cone: 8-12 mils
Exterior	Poor Cone: 10-15 mils Roof: 9-14 mils
Logo	Fair

APPENDIX C

SITE OVERVIEW PHOTOGRAPH



STATE OF MINNESOTA
CITY OF ANNANDALE
COUNTY OF WRIGHT

I, the undersigned, being the duly qualified and acting Clerk of the City of Annandale, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true complete transcript of the minutes of a meeting of the City Council of said City, duly called and held on the date therein indicated, insofar as such minutes approving plans and specifications and ordering advertisement for bids.

WITNESS my hand and the seal of said City this 2nd day of October, 2023.

City Administrator
(SEAL)



City Council Agenda

October 2, 2023

Agenda Section: New Business
Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 9B
Agenda Item: Review Lake John Utility
Extension

Core Strategy:

- | | |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement | <input checked="" type="checkbox"/> Provide Proactive Leadership |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input checked="" type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment | <input type="checkbox"/> Other: Click or tap here to enter text. |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

Attached is a memo from the City Engineer regarding the Lake John Sewer and Water Extension. The City has completed sewer and water to the entrance of the Preserve of Lake John Development. Staff has received multiple inquiries from residents regarding the ability to connect to the sewer and water. These connections are only possible with additional extensions of the sewer and water. Staff will review these options with Council at the meeting.

Recommended Action

Will be discussed at the meeting.

Attachments:

- Memo from Engineer
- Figures showing Phase1 and Phase 2 Extensions



Real People. Real Solutions.

2040 Highway 12 East
Willmar, MN 56201-5818

Ph: (320) 231-3956
Fax: (320) 231-9710
Bolton-Menk.com

MEMORANDUM

Date: September 27, 2023
To: Honorable Mayor Jonas
Members of the City Council, City of Annandale
From: *NP* Nick Peterson, P.E.
Assistant City Engineer
JV Jared Voge, P.E.
City Engineer
Subject: Trunk Utilities to Lake John
Annandale, Minnesota
BMI Project No.: 0W1.127863

Throughout and after construction of the Trunk Utilities to Lake John project, City staff has received multiple inquiries regarding connecting existing residences to the new sewer and water system. A majority of these inquiries have come from homes near the new Preserve At Lake John Development and to the south.

Staff has assembled a preliminary two-phase layout and cost estimate to extend sewer and water service to the existing homes along Lake John from the new development to 73rd Street NW. Please see the attached documents. This information is being provided as a result of the utility service inquiries and for council's information and consideration.

If you have any questions on the above, please call.

JAV/kp

Enclosure





ENGINEER'S ESTIMATE

LAKE JOHN SOUTH UTILITY EXTENSION
CITY OF ANNANDALE, MN
BMI PROJECT NO. 0W1.127863



Real People. Real Solutions.
Date: September 2023

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
PHASE 1 EXTENSION						
1	MOBILIZATION		1	LUMP SUM	\$20,000.00	\$20,000.00
2	CLEARING		5	TREE	\$400.00	\$2,000.00
3	GRUBBING		5	TREE	\$300.00	\$1,500.00
4	REMOVE BITUMINOUS PAVEMENT		140	SQ YD	\$8.00	\$1,120.00
5	COMMON EXCAVATION (P)		360	CU YD	\$20.00	\$7,200.00
6	AGGREGATE BASE CLASS 5 (CV)		275	CU YD	\$50.00	\$13,750.00
7	AGGREGATE SURFACING CLASS 2		55	CU YD	\$50.00	\$2,750.00
8	TYPE SP 9.5 WEARING COURSE MIX (2,B)		90	TON	\$160.00	\$14,400.00
9	TYPE SP 12.5 NON WEARING COURSE MIX (2,B)		120	TON	\$150.00	\$18,000.00
10	BITUMINOUS PATCH		100	SQ YD	\$250.00	\$25,000.00
11	DEWATERING		1	LUMP SUM	\$15,000.00	\$15,000.00
12	CONNECT TO EXISTING SANITARY SEWER MAIN		2	EACH	\$5,000.00	\$10,000.00
13	8"X4" PVC WYE		8	EACH	\$800.00	\$6,400.00
14	4" PVC SANITARY SERVICE PIPE		295	LIN FT	\$50.00	\$14,750.00
15	8" PVC PIPE SEWER		385	LIN FT	\$70.00	\$26,950.00
16	CONSTRUCT SANITARY SEWER MANHOLE, 48" DES 4007		50	LIN FT	\$500.00	\$25,000.00
17	CASTING ASSEMBLY (SANITARY)		5	EACH	\$900.00	\$4,500.00
18	ADJUST FRAME AND RING CASTING (SANITARY)		1	EACH	\$700.00	\$700.00
19	SALVAGE HYDRANT		1	EACH	\$700.00	\$700.00
20	CONNECT TO EXISTING WATERMAIN		1	EACH	\$1,500.00	\$1,500.00
21	INSTALL SALVAGED HYDRANT		1	EACH	\$4,000.00	\$4,000.00
22	HYDRANT 8' BURY		1	EACH	\$8,000.00	\$8,000.00
23	6" GATE VALVE AND BOX		2	EACH	\$3,500.00	\$7,000.00
24	8" GATE VALVE AND BOX		1	EACH	\$45,000.00	\$45,000.00
25	1" CORPORATION STOP AND SADDLE		8	EACH	\$1,200.00	\$9,600.00
26	1" CURB STOP AND BOX		8	EACH	\$1,200.00	\$9,600.00
27	1" TYPE PE WATER SERVICE PIPE		240	LIN FT	\$50.00	\$12,000.00
28	6" PVC C900 WATERMAIN		10	LIN FT	\$100.00	\$1,000.00
29	8" PVC C900 WATERMAIN		430	LIN FT	\$80.00	\$34,400.00
30	2" POLYSTYRENE INSULATION		54	SQ YD	\$30.00	\$1,620.00
31	WATERMAIN FITTINGS		167	POUND	\$18.00	\$3,006.00
32	TRAFFIC CONTROL		1	LUMP SUM	\$15,000.00	\$15,000.00
33	SILT FENCE, TYPE MS		50	LIN FT	\$5.00	\$250.00
34	STORM DRAIN INLET PROTECTION		2	EACH	\$150.00	\$300.00
35	COMMON TOPSOIL BORROW (LV)		120	CU YD	\$30.00	\$3,600.00
36	TURF ESTABLISHMENT		0.15	ACRE	\$4,500.00	\$675.00

ESTIMATED PHASE 1 TOTAL: **\$366,271.00**

10% CONTINGENCY: \$36,630.00

TOTAL ESTIMATED PHASE 1 CONSTRUCTION COST: **\$402,901.00**

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$73,250.00

TOTAL ESTIMATED PHASE 1 COST: **\$476,151.00**

ENGINEER'S ESTIMATE

LAKE JOHN SOUTH UTILITY EXTENSION
CITY OF ANNANDALE, MN
BMI PROJECT NO. 0W1.127863



Real People. Real Solutions.
Date: September 2023

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
PHASE 2 EXTENSION						
1	MOBILIZATION		1	LUMP SUM	\$25,000.00	\$25,000.00
2	CLEARING		36	TREE	\$300.00	\$10,800.00
3	GRUBBING		36	TREE	\$200.00	\$7,200.00
4	REMOVE BITUMINOUS PAVEMENT		310	SQ YD	\$8.00	\$2,480.00
5	REMOVE CONCRETE DRIVEWAY PAVEMENT		40	SQ YD	\$25.00	\$1,000.00
6	AGGREGATE SURFACING CLASS 2		40	CU YD	\$50.00	\$2,000.00
7	BITUMINOUS PATCH		310	TON	\$250.00	\$77,500.00
8	DEWATERING		1	LUMP SUM	\$20,000.00	\$20,000.00
9	6" CONCRETE DRIVEWAY PAVEMENT		40	SQ YD	\$250.00	\$10,000.00
10	CONNECT TO EXISTING SANITARY SEWER MAIN		1	EACH	\$5,000.00	\$5,000.00
11	8"X4" PVC WYE		14	EACH	\$800.00	\$11,200.00
12	4" PVC SANITARY SERVICE PIPE		90	LIN FT	\$50.00	\$4,500.00
13	4" PVC SANITARY SERVICE PIPE (TRENCHLESS)		180	LIN FT	\$80.00	\$14,400.00
14	8" PVC PIPE SEWER		1152	LIN FT	\$70.00	\$80,640.00
15	CONSTRUCT SANITARY SEWER MANHOLE, 48" DES 4007		63.4	LIN FT	\$500.00	\$31,700.00
16	CASTING ASSEMBLY (SANITARY)		3	EACH	\$900.00	\$2,700.00
17	CONNECT TO EXISTING WATERMAIN		1	EACH	\$1,500.00	\$1,500.00
18	HYDRANT 8' BURY		3	EACH	\$8,000.00	\$24,000.00
19	6" GATE VALVE AND BOX		3	EACH	\$3,500.00	\$10,500.00
20	12" GATE VALVE AND BOX		4	EACH	\$7,000.00	\$28,000.00
21	1" CORPORATION STOP AND SADDLE		14	EACH	\$1,200.00	\$16,800.00
22	1" CURB STOP AND BOX		14	EACH	\$1,200.00	\$16,800.00
23	1" TYPE PE WATER SERVICE PIPE		25	LIN FT	\$50.00	\$1,250.00
24	1" TYPE PE WATER SERVICE PIPE (TRENCHLESS)		660	LIN FT	\$90.00	\$59,400.00
25	6" PVC C900 WATERMAIN		21	LIN FT	\$100.00	\$2,100.00
26	8" PVC C900 WATERMAIN, IN CASING		63	LIN FT	\$100.00	\$6,300.00
27	12" PVC C900 WATERMAIN		1380	LIN FT	\$90.00	\$124,200.00
28	20" I.D. CASING, TRENCHLESS		63	LIN FT	\$1,000.00	\$63,000.00
29	2" POLYSTYRENE INSULATION		14	SQ YD	\$30.00	\$420.00
30	WATERMAIN FITTINGS		741	POUND	\$18.00	\$13,338.00
31	TRAFFIC CONTROL		1	LUMP SUM	\$17,000.00	\$17,000.00
32	SILT FENCE, TYPE MS		825	LIN FT	\$5.00	\$4,125.00
33	COMMON TOPSOIL BORROW (LV)		825	CU YD	\$30.00	\$24,750.00
34	TURF ESTABLISHMENT		1.02	ACRE	\$4,500.00	\$4,590.00

ESTIMATED PHASE 2 TOTAL: \$724,193.00

10% CONTINGENCY: \$72,420.00

TOTAL ESTIMATED PHASE 2 CONSTRUCTION COST: \$796,613.00

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$144,840.00

TOTAL ESTIMATED PHASE 2 COST: \$941,453.00

NOTES:

ENGINEER'S ESTIMATE

LAKE JOHN SOUTH UTILITY EXTENSION
CITY OF ANNANDALE, MN
BMI PROJECT NO. 0W1.127863



Real People. Real Solutions.
Date: September 2023

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
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SUBTOTAL: \$1,090,464.00
10% CONTINGENCY: \$109,050.00

TOTAL ESTIMATED CONSTRUCTION COST: \$1,199,514.00

DESIGN, ADMINISTRATION AND CONSTRUCTION ENGINEERING: \$218,090.00

TOTAL ESTIMATED PROJECT COST: \$1,417,604.00



City Council Agenda

October 2, 2023

Agenda Section: New Business
Report From: Joe Haller, Public Works Director

Agenda No. 9C
Agenda Item: Proposal for Tree Grinding

Core Strategy:

- | | |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement | <input type="checkbox"/> Provide Proactive Leadership |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input checked="" type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment | <input type="checkbox"/> Other: Click or tap here to enter text. |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

Attached is a quote from Sylvester Custom Grinding to grind and haul away tree debris from the City's Compost Site for a cost of \$350 mobilization and \$10/yd. The City's expense in 2022 was \$13,326. The cost was approximately \$10/yd.

Recommended Action

Motion to approve the proposal as presented.

Attachments:

- Quote



Premier Wholesale Landscape Mulches & Contract Tree & Wood Grinding Services

2023- City of Annandale - Tree Grinding Proposal

1. Sylvester Custom Grinding, Inc. proposes to do the following tree debris grinding at the city site.
Mobilization costs to bring our equipment (2023 - Vermeer 6800 Horizontal grinder on tracks, 323 CAT Excavator) to site.... \$350.00
3. Grind All of the tree debris at the site using 3" Screens into mulch.....\$7.00 a cubic finished yard. We have a GEM 2.0 laser measuring device that measures the mulch as it comes out of the machine; this device is 98.5% accurate. We will send computer readouts from GEM 2.0 at the end of each day to keep you updated on our production for that day.
4. Haul away all mulch from site \$3.00 a yard
5. In 2022 we did 1,321 yds of primary grind at the site at the end of November.

Thank you for this opportunity.

We are looking forward to working with the City of Annandale!

Best Personal Regards,

Steve Sylvester
Sylvester Custom Grinding, Inc.
612-720-5286



City Council Agenda

October 2, 2023

Agenda Section: New Business
Report From: Kelly Hinnenkamp
City Administrator

Agenda No. 9D
Agenda Item: Refuse/Recycling RFP

Core Strategy:

- | | |
|--|--|
| <input type="checkbox"/> Inspire Community Engagement | <input checked="" type="checkbox"/> Provide Proactive Leadership |
| <input checked="" type="checkbox"/> Increase Operational Effectiveness | <input checked="" type="checkbox"/> Ensure Safe/Well Kept Community |
| <input type="checkbox"/> Enhance Local Business Environment | <input type="checkbox"/> Other: Click or tap here to enter text. |
| <input type="checkbox"/> Develop/Manage Strong Parks/Trails | |

Background

The City Council directed staff to conduct an RFP for the City's Refuse and Recycling Contract. The City received the following proposals on September 8th- A copy of the proposals are attached.

- Republic
- Sweetman
- West Central Sanitation

The City requested the following items in addition to our current service/contract:

- Christmas Tree Pickup- one time a year
- Yard Waste Pickup
- Liquidated Damages within the contract

The Finance Committee reviewed the three proposals and took into consideration the price of services offered and the qualifications of the contractor. The Committee will be providing a recommendation to Council the evening of the meeting.

Recommended Action

Will be discussed at the meeting.

Attachments:

- Proposals

City of Annandale Trash, Recycling with Bi-Annual Yard Waste Service



We'll handle it from here.™

City of Annandale Trash and Recycling with
Bi-Annual Yard Waste Service

Submitted 09/08/2023 by Matt Herman,
Municipal Sales Manager and Deb Gatz,
Municipal Administrator



City of Annandale Trash, Recycling with
Bi-Annual Yard Waste Service

Kelly Hinnenkamp
City Administrator
City of Annandale
30 Cedar Street E, PO Box K
Annandale, MN 55302

September 8, 2023

Dear Ms. Hinnenkamp,

Republic Services is pleased to submit the enclosed proposal for The City of Annandale. We are confident you will find **Republic Services** the **Ideal Fit** for **Your Trash and Recycling Needs**.

We are proud to say that we have served the communities within the Twin Cities and surrounding area for over **70 Years** and during this time we have witnessed and been part of many changes in the recycling industry, but what hasn't changed is our **Commitment to our Customers**, and that is providing them with the **Highest Level of Service** at a **Fair and Reasonable Price**.

We see ourselves as a local provider, but our footprint is much larger, Republic Services serves millions of residential and commercial customers in partnerships throughout our Great Country with over 2,800 municipal contracts. No other company can equal the Operational Capabilities, Financial Stability, Capital Resources, Extensive Experience, Integrated Infrastructure or Transfer Expertise that Republic Services brings to The City of Annandale.

The full proposal pricing spreadsheet can be found on page 17. We are excited to offer comprehensive trash and recycling services which include a spring and a fall collection of yard waste bags as well as a collection in January for Christmas trees.

We propose the collection of trash services to be on Wednesdays. For recycling we will service on our gray week Wednesday. This one day per week service will simplify information being delivered to residents.

While not every provision of the RFP is outlined in this proposal it would be our intention to work with the City to negotiate mutually agreed to contract language that reflects the details of the published RFP as well as this response.

Also enclosed you will find an example of a recycling calendar that contains information about acceptable materials and collections days. This educational piece will be made available to and for the city of Annandale, with your specific day



**City of Annandale Trash, Recycling with
Bi-Annual Yard Waste Service**

highlighted for posting on the city webpage and can be reformatted to be included in city newsletters and other publications.

I look forward to working with you and the City Council to answer any questions you may have. Please let me know when you would like to us to be available. Should the Council choose Republic Services the timing of the decision and the transition will become important. We look forward to giving our transition team enough time to design and implement a transition plan that will be seamless for your residents.

The enclosed proposal shares details about our ability to provide reliable service as well as enhance and preserve environmental stewardship as your community partner. We look forward to working with you and bringing our unique customer experience to the residents of Annandale. Select Republic Services and, ***"We'll Handle it from Here."***

A handwritten signature in black ink, appearing to read "Matt Herman", written over a light blue horizontal line.

Matt Herman
Manager Municipal Services



Executive Summary

90% of municipalities extend their current contracts with Republic Services because of our partnerships and local expertise offering simple solutions, reliability and environmental responsibility.

Our Promise to Our Customers

We'll handle it from here™, our promise, is backed by the details of this proposal submission to you. In summary, we take pride in offering you a best-value partnership.

Simple Solutions – We offer a wide range of tailored products to assist the community in the responsible recycling or disposal of both typical and unique waste streams that include electronics, bulb and battery waste, or household hazardous waste. Additionally, our investments in customer-facing web- and smartphone-based apps allow simple interaction between customers and Republic Services, offering service details and alerts, as well as delivery schedules and billing information.

Reliability – Our operations and performance metrics prove that we are your most reliable partner. Our 99.9% pickup reliability rate means that you face fewer calls from the community regarding service, and when callers reach out to us for any needs, we strive for first-call resolution through our fully integrated customer resource centers. Additionally, our experienced drivers are the safest in the industry, which means your residents are better off with our team on your streets.

Figure 1. **Key Company Statistics.** Republic Services is an industry leader in the U.S. non-hazardous solid waste industry.

COMPANY OVERVIEW			
35K EMPLOYEES	5M AVERAGE PICKUPS PER DAY	16K TRUCKS 5TH LARGEST VOCATIONAL FLEET IN THE NATION	6M TONS OF MATERIALS PROCESSED
\$10B IN REVENUE	\$600M+ INVESTMENT IN ACQUISITIONS	85% EMPLOYEE ENGAGEMENT SCORE	76 RECYCLING PROCESSING CENTERS
41 STATES	220 TRANSFER STATIONS	75 LANDFILL GAS & RENEWABLE ENERGY PROJECTS	21% OF FLEET POWERED BY NATURAL GAS

Republic Services is your low-risk, best-value partner

- Reliable – 99.9% pickup rate
- Environmental Responsibility – 3,200 CNG trucks nationwide
- Safer – 39% fewer incidents than industry average
- Simple Solutions – manage your account with the Republic Services app
- Named to both the Dow Jones Sustainability World and North America Indices 2020
- Named to Barron's 100 Most Sustainable Companies

Environmental Responsibility – We are globally recognized as a leader in sustainability. Our investments in recycling infrastructure, compressed natural gas-powered trucks, and landfill gas-to-energy plants are all examples of how we strive to be a good neighbor in every municipality we partner with.

Low-cost providers in the industry sacrifice one or more of these elements, translating to risk for your municipality. Republic Services is your best-value partner, through our proven and demonstrated balance of these factors, while serving more than 2,400 municipal

*Figure 2. **Leading Recognition Awards.** Republic Services is proud to be globally recognized for our commitments to sustainability and the blue planet.*



contracts.

It is through these initiatives and recognitions that we reiterate our commitment to Annandale. On behalf of the 35,000 employees at Republic Services, we appreciate the opportunity to earn your business through the submission of this proposal and look forward to a long and continued partnership.

Global Recognition

We believe that excellence means being better than competitors at everything we do. We also appreciate that our customers want peace of mind knowing they are partnering with a reliable, safe and ethical company. We are very proud of our success in these areas and work diligently to maintain our positions on these prestigious lists.

Your Team

Your leadership team is knowledgeable about local collection and post-collection processing activities and is supported by the technical expertise and financial strength of our parent company Republic Services, Inc.

Our in-house training, personnel advancement, recruitment programs, and work force development are some of the most comprehensive in the industry, which enables us to

attract and retain the most highly qualified, dedicated, and experienced professionals in the business today.

Local Leadership

Our local and area management teams have extensive industry experience in operating and managing solid waste companies and have substantial experience in your region. This allows us to quickly respond and meet your needs; all the while staying in touch with your city staff, as well as local businesses and residents. Our strong area management team allows us to effectively and efficiently drive initiatives that help ensure consistency across the organization. These teams have extensive authority, responsibility and autonomy for operations within their geographic markets.

Principal Officers

Brandon Schuler, General Manager:

Brandon leads the Eden Prairie and Delano Hauling Divisions. Brandon is a hands-on General Manager and will continue to oversee all service and contractual obligations for the City of Excelsior.

Rick Erickson, Business Unit Finance Manager:

Rick Erickson has 13 years within the solid waste industry and is currently responsible for all administrative, accounting, and statistical reporting functions for Republic Services. He ensures that financial controls and records are maintained in accordance with company policy and legal requirements. He is responsible for providing and reviewing financial statements and variance analyses, billing, and account reconciliation. In addition, Rick is responsible for providing analytical support and assistance for the division goals and action plans. He develops and coordinates the annual budget, and manages and trains staff in the accounting department.

Keaton Hauser, Operations Manager:

Keaton oversees all the hauling operations at the Delano Division. He works closely with his Operations leadership team to ensure that contractual service obligations are delivered, routes are efficient, and service is performed in a reliable, safe manner.

Matt Herman, Municipal Sales Manager:

Matt will be the dedicated Municipal Sales Manager. He will continue to collaborate with the City of Excelsior and oversee and/or execute on contractual obligations such as reporting, community education and events, Clean-up quotes & contract tasks and more. Matt's demonstrated commitment to customer zeal & support to Staff, during and outside of contractual service days & hours, will continue to bring added value to the City.

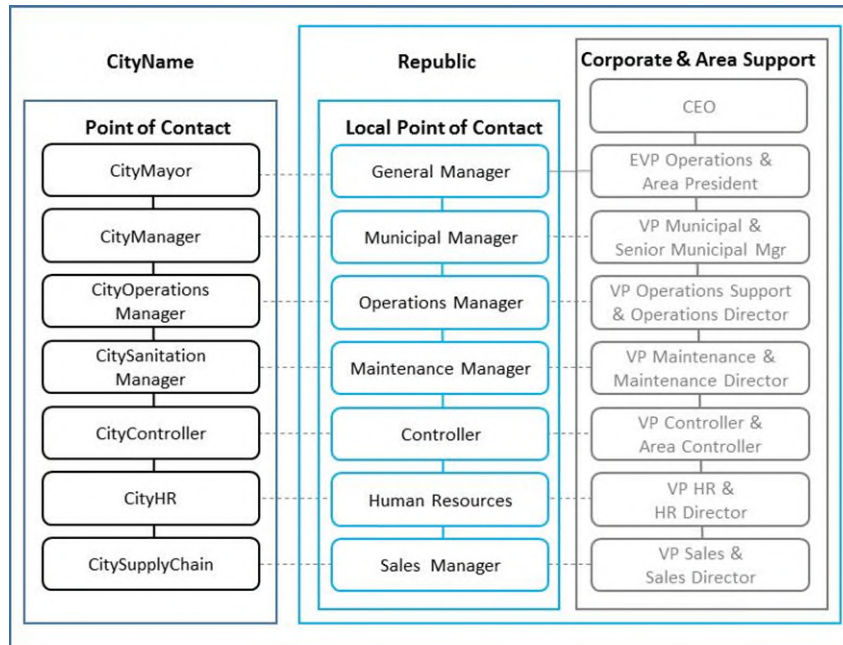
Deb Gatz, Municipal Administrator:

Deb will be the dedicated Municipal Administrator for the City of Excelsior. Deb has over 28 years experience in the industry and will be an incredible resource for staff and residents.

National Backing

Each of our local business operations is fully empowered and accountable for delivering on

Figure 3. **Personal and Powerful.** Your dedicated local support backed by Republic infrastructure.



our commitments to our customers. They are also backed by the support and breadth of our area and corporate leadership teams, capable of massing expertise and corporate might to assist or respond to any challenge during the term of the contract. An example of this

benefit to you is the response capabilities during times of crisis such as hurricanes, tornados, or other disasters.

Facilities

Our facilities are engineered for safe, environmentally friendly operations. We use sustainable materials that facilitate energy and water conservation, as well as design principles to enhance employee and guest safety and comfort.

Providing outstanding recycling and waste services to your community requires the existence of multiple types of facilities, which typically include:

- Hauling company
- Transfer station
- Recycling center

■ Customer Resource Center

It is typical that our largest workforce presence exists at a hauling company, to support the complex operation that goes into serving your community with a 99.9% pickup reliability rate.

In some markets, transfer stations enable the efficient transfer of recycling and municipal solid waste from the collection trucks to tractor trailer trucks that can more efficiently transport the material to the appropriate post-collection facilities. A landfill can be one of the most complex facilities in our portfolio due to the tremendous responsibility we hold to appropriately handle the nation's waste. All our landfill facilities are subject to the Resource Conservation Recovery Act (RCRA) Subtitle D regulations. Recycling Centers are very complex facilities that are designed to receive, process, and package the various recyclable commodities that are collected in the community.

Long term access to disposal and processing facilities.

Republic Services owns and operates disposal facilities, transfer stations and recycling processing facilities in the Twin Cities area. We are a vertically integrated operation and do not require any agreements or capacity with any third parties to provide service to the City.

*Figure 4 **Facilities Serving** Annandale – Republic Services will serve your city with the following facilities.*

Facility Type	Address	Distance from Township	No. of Employees	Hours of Operation
Hauling Company and Transfer Station	4351 U S Hwy 12 SE, Delano MN	25 Miles	175	3:00 am – 5:00 pm
Material Recovery Facility	725 N 44 th Avenue, Minneapolis, MN	50 Miles	65	6 am – 4 pm M-F
Customer Resource Center	Indianapolis, IN Charlotte, NC Phoenix, AZ	Virtual	300+ 300+ 300+	7:00am -5:00pm – M-F Web-based application offerings 24/7

Operations

We exercise the utmost responsibility in our operations. This includes our fleet, our buildings, our landfill technology and the day-to-day activities we conduct in our communities. We are working hard to understand and measure our impact on air, land and water to minimize or eliminate any negative consequences.

Successful collection operations begin with a skillful operations supervisor who knows the business as well as your community. Your Republic Services local operations supervisor is responsible for the day-to-day collection operations, including development and evaluation

of routing (in conjunction with the general manager), training and oversight of drivers, and implementation and enforcement of safety procedures.

We ensure our operations supervisors are not overloaded, nor tied to a desk. On average, we maintain a 15:1 ratio of routes to supervisors, which means that items needing attention are dealt with immediately and that the supervisor knows your community intimately.

In addition, our supervisors are out on the routes regularly. At least twice per week, they conduct ride-alongs with drivers on their routes. This creates great opportunities for driver mentoring, ensures quality control on the route, and keeps the supervisor directly aware and familiar with the nuances of the route and the community. Few, if any other companies in the industry, dedicate their operations staff to success in this manner.

Efficient Road Routes Labor hours, fuel usage and equipment maintenance are primary cost drivers in our industry. Our teams work together to generate collection routes that are efficient and effective. Our local teams will combine knowledge of the equipment and streets to be served with the our Area teams routing software to build the safest, most efficient and effective routes possible.

Communication with the Community

In addition to the regular collaboration between the routing teams, our operations team can communicate with the residents and commercial customers easily using several forms of technology. Our Republic Services web- and smartphone-based app enables customers to see their accounts, make service requests, or raise issues for resolution. This app also enables our operations team to offer alerts or emails to customers regarding changes in service for holidays or inclement weather. We also employ a technology known as Call-Em-All, which is a phone-based capability for distributing operations updates when needed to customers on effected routes.

Residential MSW Collection

We will service all single-family carts using an automated side loader (ASL) truck. The ASL is proven to retrieve and return carts in even the most hard-to-reach locations, enabling the industry's most efficient, safe and environmentally responsible curbside automated collection services.

Each collection vehicle is operated by a single driver and will be painted in a uniform manner, featuring our logo and company contact information.

We propose to use blue carts with black lids for residential trash collection. Residents will be offered the option of choosing a 35-, 65- or 96-gallon cart for weekly service or 35 gallon for every other week collection. If a customer needs more than one collection cart, we will provide an additional cart for a fee to accommodate the customer's needs.

The ASL cart collection methodology is fast and efficient and requires approximately 8 to 12 seconds completing the cycle (pick up cart, deposit contents, place cart back onto the curbside) before the driver moves to the next stop.

Residential Recycle Collection

We will offer all single-family customers every other week, fully automated single-stream recycling collection services. Recycling carts will be serviced with the same equipment and manner as residential solid waste carts. All single-family customers will be issued a 96-gallon blue cart with a light blue lid. 65 or 35-gallon carts can be made available upon



request. If an additional cart is needed over the 96 gallon, it will be provided at no extra charge.

Equipment Available/Service Days

Our Delano hauling company maintains a fleet of collection vehicles and we have sufficient equipment on site to service the entire city on Wednesdays.

We have labor, equipment and containers available to begin providing service to the city in January 2024. Provided the contract is awarded in early to mid-October, we do not foresee any barriers to implementation.

Holiday Schedules

Republic Services will be closed on New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day, if your service day falls on one of these days, we will service you on your next scheduled service day.

Safety

Safety is Republic Services' highest priority. We adhere to a strict policy of safety protocols with supporting infrastructure, where employees are trained to Think. Choose. Live.®

Safety Overview

Republic Services has an industry leading safety program that has been 39% better than the industry average for the past ten years, based on OSHA data. In addition, we have been recipients of 70% of industry Driver of the Year since 2009.

Republic Services and its employees maintains strict compliance with all applicable OSHA and federal, state, and local safety requirements while performing all work-related functions. We recognize that a safe workforce is not simply a discussion with a new hire, but a dedicated plan to review, educate, and verify employee practices throughout their career.

Republic Services has the lowest occurrence of incidents and crashes in the industry due to our company-wide emphasis on safety, extensive employee training and ongoing educational development programs. Republic Services requires all operations personnel to participate in extensive classroom training and testing, as well as, on-road auditing and policy reinforcement.

Republic Services offers full-spectrum safety initiatives and award-winning safety training programs to all employees.

*Figure 6. **Customer References** – We are proud to serve these customers, and use them as references for your city.*

City	Years Served	Contact Name	Title	Phone
Delano	30 +	Phil Kern	City Administrator	763-972-0565
Buffalo	19 +	Taylor Gronau	City Administrator	763-684-5406
Montrose	20 +	Jessica Bonniwell	City Administrator	763.575.7422

Municipal References

Think. Choose. Live.®

Every day, drivers face a multitude of challenges and are required to make decisions that can greatly impact their safety, as well as the safety of those in the communities we serve. Our best-in-class driver training program focuses on continual improvement of all our 15,500 drivers.

Our Think. Choose. Live.® philosophy helps navigate these situations by encouraging employees to Think about their actions, Choose the safest approach and Live to go home to their families at the end of each day.

ReSOP Program

The Republic Services Observation Program (ReSOP) is paramount to decreasing safety incidents. Supervisors are required to conduct a minimum of two in-person employee observations per week.

The purpose is to improve safety, customer experience and productivity. The employee and their leader work together toward excellence.

Safety Meetings & Training

Republic Services provides weekly, monthly and annual safety training for all our employees.

Safety topics are developed based on subject matter required under OSHA regulation. Republic Services prepares well-developed tailgate sessions, provides translators to engage all employees and encourages open discussion and participation.

Meeting topics may include:

- Injury and illness prevention/safety rules
- Back injury prevention
- Emergency response/fire safety
- Exposure control plan
- Drug and alcohol program
- Personal protective equipment
- Employee right-to-know
- Hearing conservation safety
- Lock out and tag out safety
- Slips, trips, and falls
- Confined space entry

Our employees are our greatest asset, and our dedication to every employee's safety is second to none

- 39% safer than the industry average, while maintaining the 5th largest vocational fleet in the United States
- Think. Choose. Live.® embodies our company culture
- Winners of 70% of industry Driver of the Year awards since 2009

Figure 7. Republic Services ReSOP. Program decreased safety incidents since implementation.



Safety Recognition Program

The Republic Services Dedicated to Safety and Dedicated to Excellence programs are designed to identify, recognize and reward safety-sensitive employees who are dedicated to safety and excellence in their workplace.

Employee safety and excellence is measured on six criteria including having no preventable crashes or injuries, no unscheduled lost time and no safety warning letters. Each employee who qualifies is recognized monthly, quarterly and annually.

Focus 6

Our Focus 6 program provides employees with tips and techniques to reduce the frequency of our six most common types of serious incidents. This industry-leading program involves in-class training and practical skills course exercises that have helped to reduce crashes and injuries.

OneFleet

Republic Services is dedicated to operating the best running, safest and most environmentally friendly vehicles in the industry. This goal is achieved through a coordinated vehicular operation maintenance system called OneFleet.

With standardized procedures and consistent execution, the OneFleet system improves safety for the fleet, decreases repair downtime and improves customer satisfaction.

Customer Service

Customer Access

We recognize that when customers have questions regarding scheduled service, or would like to order additional services, a speedy response is expected. We strive for first-call resolution – from call, email, mobile app, website for in-person request.

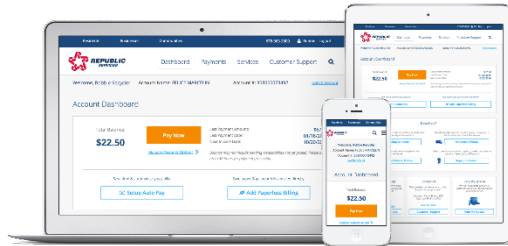
Republic Services made a major commitment to further differentiate from our competitors by investing in the enhancement of the quality and reliability of our customer service capabilities. To accomplish this, we consolidated hundreds of small call centers across the country into three state-of-the-art fully integrated Customer Resource Centers (CRC), which are networked together and have direct line access to your local team. These facilities were selected for their location to ensure we can deliver call support for 15 hours per day (7 a.m. Eastern to 7 p.m. Pacific) on weekdays, and 5 hours on Saturday. Since that time, Republic has separated the agents to local pods of agents. This network of customer service agents work virtually.

In addition to our network of customer service agents' residents of Annandale will also have access to a city specific email address that they can use to submit cart swap requests, report missed collections and ask other general questions. The Municipal Services team is

Figure 8. Our highly specialized technicians deliver a best-in-class fleet for your municipality



*Figure 9. **Web and Mobile App Based Simple Solutions.** Customers are able to self-serve billing and common requests 24/7 using our web and mobile app offering.*



available to City staff at any time to work through questions, escalations or to resolve any situation that may come up.

In addition to the call center hours, customers also can reach us 24/7 via our website, RepublicServices.com or on our app.

Website

The Republic Services website is designed to be a one-stop resource for current and potential customers. Here they will find new updates, collection information and education tools. The educational program provides in-depth information for both residential and commercial customers. The programs are downloadable and can be used for outreach and environmental initiatives.

RepublicServices.com provides in-depth content specific to residential and commercial needs. Residential pages allow the user to enter their address in order to receive information specific to them, including the ability to schedule pick-up, change service, or to identify the correct contact person with Republic Services for services requests (i.e. debris box orders, container repairs, or bulky pickups). For customers who are directly billed by Republic Services, they can inquire into billing or payment-related details. Residential customers will also find resources on recycling and environmental needs.

Republic Services App

Our mobile app can be used to schedule a pickup, report a missed pickup, receive service notifications, search additional products and services, and much more. This app can be easily downloaded from the App Store for Apple or Google Play for Android.

Sustainability

Sustainability contributes to a cleaner world, while also providing opportunities to improve brand awareness, increase customer loyalty, grow our business, motivate our employees and differentiate Republic Services for our competitors.

We believe we have a responsibility to regenerate our planet with the materials we are entrusted to handle every day by driving increased recycling, generating renewable energy, and helping our customers be more resourceful.

Additionally, we must lead by example, working diligently to improve our relationship with the environment and society through decreased vehicle emissions, innovation landfill technologies, use of renewable energy, community engagement and employee growth opportunities.

Our industry-leading sustainability platform is focused on increasing recycling, decreasing vehicle emissions, generating renewable energy, and enabling our customers to be more resourceful. Republic Services continues to steadily build upon its sustainability achievements.

We continue to find new avenues for sustainability success. Consider our five-point sustainability platform (see **Figure 12**):

*Figure 10. **Five Elements of Sustainability.** Republic Services is the lowest risk, best-value partner for your municipality, focusing our sustainability platform around these five areas.*



Operations We are working to minimize the impact of our operations around our fleet and our facilities. We will continue to reduce our carbon emissions by adding more recycling capacity, increasing our CNG fleet and opening additional alternative energy-producing facilities.

Materials Management When we extract materials from the waste stream (commodities and/or energy), we reduce greenhouse gas emissions and your community's carbon footprint. Even in times of crisis, when end market buyers are stopping or limiting their purchase of commodities, Republic Services is looking to alternative markets to ensure the continued success of our programs.

Communities Our Empty, Clean, Dry™ recycling outreach and education program help your residents and business community recycle more and waste less.

Safety We are committed to creating a safe environment for our customers, communities and employees. A recent national study found that Republic Services is the safest solid waste company – by a 39 percent margin.

People We employ and develop talented professionals who are committed to sustainability, our customers and each other.

Financial Overview

Republic Services' financial stability allows us to guarantee our commitments and obligations presented to Annandale in our proposal.

Republic Services does not use third party financing, meaning Republic Services owns all assets used to perform the duties of this agreement. Annandale will not need to be concerned with the potential for adverse business or performance conditions affecting the ability of our company to perform or obtain financing.

Financial Reporting



City of Annandale Trash, Recycling with Bi-Annual Yard Waste Service

Republic Services, Inc. provides audited financial statements on behalf of its subsidiaries. Republic Services, Inc. is a publicly traded (NYSE: RSG), Fortune 300 Company and will be the signatory for the corporate guarantee.

Our most recently completed audited financial statements can be found on our website at RepublicServices.com

The Annual Reports to Shareholders have been prepared in accordance with Securities and Exchange Commission requirements, with New York Stock Exchange Commission requirements, and in accordance with generally accepted accounting principles (GAAP).

Ownership

Republic Services, Inc. is a publicly traded company on the New York Stock Exchange (NYSE symbol: RSG).

The following figure shows certain information as of May 2020, with respect to the ownership of common stock by each shareholder who is known by Republic Services to own more than 5 percent of our outstanding common stock:

Name of Owner	% Outstanding Shares
Cascade Investment, LLC	34.18%
BlackRock, Inc.	5.52%
The Vanguard Group, Inc.	6.15%

Credit Rating

Republic Services, Inc. has an "investment grade" rating. No creditor is owed a debt greater than 10 percent of the company's total assets. Our available credit (all banks) is \$2.4 billion.

Financial Information

These historical results are not necessarily indicative of the results to be expected in the future. Amounts are in millions, except per share data. The financial statements contained in the Annual Report were audited by Ernst & Young, LLP.

Figure 12. **Republic Services' 2020 Year Ending Consolidated Balance Sheet.**
Selected financial data.

REPUBLIC SERVICES, INC. CONSOLIDATED BALANCE SHEETS (in millions, except per share data)		
	December 31, 2020	December 31, 2019
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 38.2	\$ 47.1
Accounts receivable, less allowance for doubtful accounts and other of \$34.7 and \$34.0, respectively	1,091.3	1,125.9
Prepaid expenses and other current assets	392.3	433.0
Total current assets	1,521.8	1,606.0
Restricted cash and marketable securities	149.1	179.4
Property and equipment, net	8,726.2	8,383.5
Goodwill	12,046.4	11,633.4
Other intangible assets, net	173.1	133.9
Other assets	817.4	747.6
Total assets	<u>\$ 23,434.0</u>	<u>\$ 22,683.8</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	\$ 779.0	\$ 777.9
Notes payable and current maturities of long-term debt	168.1	929.9
Deferred revenue	345.6	336.0
Accrued landfill and environmental costs, current portion	114.5	132.6
Accrued interest	54.6	74.0
Other accrued liabilities	820.2	814.2
Total current liabilities	2,282.0	3,064.6
Long-term debt, net of current maturities	8,766.1	7,758.6
Accrued landfill and environmental costs, net of current portion	1,694.7	1,703.2
Deferred income taxes and other long-term tax liabilities, net	1,238.8	1,180.6
Insurance reserves, net of current portion	281.8	276.5
Other long-term liabilities	681.8	579.4
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, par value \$0.01 per share; 50 shares authorized; none issued	-	-
Common stock, par value \$0.01 per share; 750 shares authorized; 318.8 and 353.3 issued including shares held in treasury, respectively	3.2	3.5
Additional paid-in capital	2,741.4	4,994.8
Retained earnings	5,751.8	5,317.3
Treasury stock, at cost; — and 34.5 shares, respectively	(0.1)	(2,199.6)
Accumulated other comprehensive income, net of tax	(12.4)	2.2
Total Republic Services, Inc. stockholders' equity	8,483.9	8,118.2
Non-controlling interests in consolidated subsidiary	4.9	2.7
Total stockholders' equity	8,488.8	8,120.9
Total liabilities and stockholders' equity	<u>\$ 23,434.0</u>	<u>\$ 22,683.8</u>

The accompanying notes are an integral part of these financial statements.

Service Offerings and Pricing

We are happy to offer trash and recycling services as outlined in the request for proposals (RFP). Below you will find the pricing table as outlined in the RFP and a more detailed description of other items described in the RFP.

PROPOSAL SUMMARY

Services	2024 Monthly Rate	2025 Monthly Rate	2026 Monthly Rate	2027 Monthly Rate	2028 Monthly Rate
Solid Waste Services					
32-Gallon Cart	\$11.89	\$12.48	\$13.11	\$13.76	\$14.45
64-Gallon Cart	\$13.71	\$14.40	\$15.12	\$15.87	\$16.66
96-Gallon Cart	\$15.88	\$16.67	\$17.51	\$18.38	\$19.30
32-Gallon Cart EOW	\$10.34	\$10.86	\$11.40	\$11.97	\$12.57
Additional 96-Gallon Cart	\$ 7.00	\$ 7.35	\$ 7.72	\$ 8.10	\$ 8.51
Recycling Collection					
Bi-Weekly	\$ 5.76	\$ 6.05	\$ 6.35	\$ 6.67	\$ 7.00
Additional Cart	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Yard Waste Services	Spring and fall curbside collection day provided at no additional charge (bag limits may apply)				

Other Services and Solutions

We recognize that additional waste is generated daily in your community that the residents and commercial owners do not know how to properly dispose. We are happy to offer these additional services:

- **Yard Waste Collection.** We are proposing to offer yard waste collection two days per year for all residents. In this scenario the City and Republic mutually agree to one service day in the spring and one service day in the fall. On these days we will run yard waste collection equipment through the entire city and pick yard from every resident. Quantity is generally limited to no more than 15-20 bags per resident. This bi-annual collection of yard waste is provided at no additional cost to residents or the city.
- **Christmas Tree** We are proposing to collect Christmas trees one service day per year. In this scenario the City and Republic mutually agree to one service day in January each year. On this service day we will run yard waste collection equipment through the entire city and pick up a Christmas tree from each resident. Trees will need to be free of all ornaments, decorations and other potential contaminants. Trees must be sized appropriately, generally in pieces not larger than 7 feet. This annual collection of yard waste is provided at no additional cost to residents or the city.

- **Cart Management (exchange/delivery fee)** We propose to manage all cart and cart delivery activity. Residents will be able to exchange a cart or cart size once per year at no charge, additional exchanges may require delivery or removal fees.
- **Bulk Item Collection.** We propose to complete bulk item collections at our standard open market bulk item collection rates which can vary from year to year. Given the long travel from our hauling locations to the city, we would like to coordinate bulk item collections to happen only on one or two collections days each month. The current bulk item collection rate is \$97.17 per cubic yard. (3ft x 3ft) with a maximum of 3 cubic yards.
- **City Services (Parks, City Buildings and Drop Site, 4th of July, clean-up day).** We are prepared to provide weekly trash and every other week recycling collection at the city buildings at no extra charge. We will provide the staff necessary to service the carts placed at the 4th of July celebration and service the five 4-yard cardboard containers at the public drop off weekly at no additional charge. Contamination charges may apply should the dumpsters be used for the illegal disposal of trash or other materials. We propose to provide roll-off or dumpsters for the city clean-up day for a reasonable delivery and hauling fee, the city will pay disposal costs for these dumpsters. More details surrounding each of these activities can be included in the final contract.
- **Liquidated Damages-** We operate contracts in many cities across the metropolitan area that contain liquidated damages procedures. These provisions can act as a safety net for the City to ensure performance meets expectations. We would encourage the City to craft final language that allows the City the flexibility to choose when to issue liquidated damages and to add language that allows the contractor to report any operational challenges and provide a recovery plan to avoid liquidated damages. We look forward to working with the City team on final contract language.

Exceptions, Deviations and Clarifications

We have attempted to provide all information required by the Request for Proposals (RFP) in this proposal. We however do expect to provide alternate insurance language from what was presented in the RFP.

Enclosures

Enclosed you will find the following :

- Example Public Education Materials
- Example Calendar for City Website
- Wright County License (see separate 11 page .pdf)

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Examples of Social Media Continued Educational Pieces

One of the safest things Republic Services can do for your community, and our drivers, is to keep drivers in their trucks.

For that reason, we need all recycling items to be placed in the cart.

That may require cardboard to be cut down to fit loosely in the cart. If it is not fitting loosely, the items in the cart will not empty when the truck's arm lifts the cart to dump. On occasion, if you have more than what will fit, size cardboard correctly so that the driver can refill the cart to tip up into the truck again.



If you need a larger cart, please call us at **763.972.3335**



Keep it loose.

Do not Bag your recycling. Place items directly in your recycling cart.

Each item needs to flow through our recycle processing individually to get sorted properly.



Shredded paper needs to be placed in your trash cart.

Though paper is recyclable, shredded paper presents a unique problem: the tiny shreds simply can't make it through the recycling sorting process. Instead, they gum up the machinery and get stuck and contaminate other recyclable items.



For more information, visit RepublicServices.com



For more information, visit RepublicServices.com



Independence

RECYCLING COLLECTION CALENDAR



Sustainability in Action

■ Holiday - Service is delayed one day ■ North of Highway 12 but west of County Road 90

■ South of Highway 12/north of Highway 12 and east of County Road 90

JANUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

We Recycle! (Do Not Bag Your Recyclables)



Plastics Bottles & Jugs

Water, soda and juice bottles, dish soap bottles, shampoo bottles, soap and lotion bottles, and detergent jugs (empty and clean/rinse, and dry; caps on)



Plastics Cups & Containers

Yogurt cups, pudding and fruit cups, clear disposable cups (no straws), margarine/whipped cream tubs, cottage cheese and similar containers, clear produce, deli and take-out containers (empty and rinse; lids on)



Boxes (Flattened)

Cardboard, cereal, cracker, pasta and tissue boxes, shoe, gift and electronic boxes, toothpaste and other toiletry boxes



Cartons

Milk cartons, juice cartons, juice boxes, soup, broth and wine cartons (empty and clean/rinse, and dry; caps on)



Paper

Mail, office and school papers, magazines and catalogs, newspapers and inserts, phone books (clean; staples OK)



Metal

Food and beverage cans (empty and rinse; labels OK)



Glass

Brown, green and clear bottles and jars (empty and rinse; no lids)



Request for Proposal:
Refuse and Recycling Services



Partners With



SWEETMAN SANITATION



Backgrounds

Ray Sweetman - Owner

Ray Sweetman, the founder and owner, started on the back of a recycling truck with a family friend and family-owned garbage company, Curry Sanitation. They were a local company to Redwood Falls and serviced this Community along with others in SW MN. Curry Sanitation had about 50 employees and were owned by their 3rd generation of family. He worked at Curry Sanitation during the summer and after school throughout high school. During this time, he was a helper delivering containers and operated non-CDL equipment on routes. He also did maintenance on trucks such as PM's, light repairs, and welded dumpster bottoms. After high school he started his full time as a route driver for a year in Redwood Falls, MN. The beginning of his 2nd year driving for Curry Sanitation, the business started a new shop in Marshall. During this time, Ray helped roll out and get the site started. He continued in Marshall for a few more years before deciding to go to college. Before deciding to go to college

Ray started his college career in January of 2005 working on his BA in accounting. He completed his four-year degree in June of 2007 from SMSU graduating magna cum laude. He then started working as a staff accountant at a local CPA firm as he continued his college career working on his MBA so that he could complete his CPA. He completed his MBA in January of 2009. During this time, he also completed his CPA exam tests.

During the Fall of 2009 the garbage world was calling Ray's name again. At this time, he took a job as a route supervisor for Waste Management in Albert Lea, MN. He worked in Albert Lea as



a residential route supervisor and started an employee score card with concentrations in customer service, safety, and efficiency. This card was used to inform and motivate employees on a weekly basis and to focus on improvement. Doing this and employing positive leadership, his site was able to lead the market area in improvement in all three categories that year. He was subsequently promoted to the MN/WI market area manager. In this position he was a market area operations manager that oversaw 14 districts and 29 different sites. During this time, he used the same methods, but at a site level. This led to a larger area effectively improving in the same areas of customer service, safety, and efficiency. Again, Ray's area was recognized at a corporate level and was awarded the corporate summit award 2 years in a row for most improved area.

His waste career then brought him to West Central Sanitation (WCS). He started at WCS in 2012. At this time, they were a small regional privately owned company. He used the same tactics of motivating improvement to fuel growth in West Central Sanitation. Here he worked with counties and cities throughout greater MN, developing relationships and eventually partnering with them to solve their waste service and recycling needs. Ray's strengths have always been a strong work ethic, dedication, community pride and involvement, and ensuring that this passion bleeds into those around him.

Ray's work and personal time has, and will always will, blend as they are integrated to do so. He and his wife are very integrated into the community as he was previously the President of the Pheasants Forever chapter in Redwood County and currently works as a board member, along



with his wife. During Ray's time as president, they have grown the annual income in that chapter from less than \$10,000 a year to over \$75,000 a year, giving them the ability to give back to the community and youth programs in their area. Ray also served 2 terms as the Mayor of Echo. During this time, he was able to secure the largest industry in town to build their expansion, thus securing future tax support for the community. He is also on the Redwood County Chamber Board and has been very involved with the sponsoring of youth career programs partnering with high school and vocational school. This was done by working with the schools and showing the students career path options in our areas of business. As Ray's history shows, he has always felt very strongly about supporting local community businesses and events.

Dominic Sweetman - Owner

Dominic Sweetman began his work in the waste industry in 2013 when he first started at West Central Sanitation at the Alexandria location. He started as a trainee/swing driver. This involved learning how to operate the different trucks and machinery along with learning many new routes in a short time. As he developed in the role of swing driver, he moved into a lead driver position in 2014. This provided the challenge of leading others to be the best they can. As Dominic worked at West Central Sanitation from 2014-2016, he was also completing his general courses at the local technical college, Alexandria Technical and Community College. After completion of his generals, he suspended his employment at West Central Sanitation and he and his wife moved to Cottonwood, MN to complete his BA in psychology with a minor in



coaching at Southwest Minnesota State University. After completing his degree, he returned to West Central Sanitation in 2019. He then assisted HR in developing the training program and materials for new drivers. Soon after, Dominic started working as the residential supervisor for the Willmar and Alexandria areas. Doing this he managed 22 routes with 28 employees in total. During this time, he also managed a variety of rerouting and new routing projects. These involve cities such as Alexandria, Avon, Melrose, Marshall, Mankato and many more totaling well over 40,000 customers.

Dominic is also currently serving in the Minnesota National Guard. He joined the service in December of 2011, after completion of BCT and AIT he served with Bravo Battery of the 1-151 in Madison, MN. In 2016, he was promoted to the rank of Sergeant with Bravo Battery of the 1-125 in Jackson, MN. Three years later, in 2019, he was selected for a Staff Sergeant position in Alpha Battery of the 1-125 located in Pipestone, MN. He currently serves in Alpha Battery as a gun chief and the units Hazmat officer.



Sections Of Replies

Sweetman Sanitation will break up the collection of the City of Annandale into 2 days. Wednesday will be the residents on the south side of Hwy 55 and Friday will be the residents on the north side of Hwy 55. These days are negotiable.

The collection vehicles used in this collection will be Heil Multi- pack trucks. These trucks offer versatility in the collection of bulky items as well.

Sweetman Sanitation will have 2 designated drivers for these routes, along with a CSR to answer any incoming calls gathered from the city. Sweetman Sanitation is also is well versed to cover in any of these areas if needed to provide on-going great customer service.

3.1 Refuse Collection and Processing

- Additional wheeled refuse service will be the same as regular cart service with the subtraction of \$1.00. For example, if a 95-gallon cart costs \$13.00 to service weekly, an additional 95 gallon cart will cost \$12.00 more dollars. Totaling the bill for the resident be \$25.00.
- Overage is defined as an amount inside or outside of the container that restricts the container from dumping without spilling or forcing the driver to



exit the cab. Overage will be charged based on the amount and be equivalent to the monthly cost of having an additional cart of that size.

3.2 Recycling Collection and Processing

- Additional Carts for recycling collection will be \$1.00 less than the original cart
- Sweetman Sanitation works with a local marketing team- this team will develop and distribute recycling resources and education on a bi-weekly basis

3.3 Yard Waste Collection

- Sweetman Sanitation can offer Yard Waste services; however it would be on a separate day to refuse and recycling services. This day of service would be on Monday, while the trash and recycling services would occur on Wednesday or Friday (north side of town on one day and south side of the town on the other). The days of the week for service could be negotiated.

3.4 Christmas Tree Collection and Composting



- Sweetman Sanitation can provide Christmas tree collection and composting one time per year. This date would occur sometime in January or February and is negotiable based on the cities needs

3.5 Carts and Management

- Upon the award of the bid, Sweetman Sanitation will order the appropriate number of carts and sizes based on the city's current needs. In addition to this, Sweetman Sanitation will stock and keep 10% of these total carts on hand for additional deliveries, switches, or any other non-foreseeable events that may occur. Sweetman Sanitation will also work closely with the city to keep carts at city buildings in the event they are needed in emergency situations.

3.8 extended leave/Suspended Collection (aka "Snow Bird" policy)

- Sweetman Sanitation will not charge or service for the months residents of Annandale suspend collection. The prices in this RFP submitted by Sweetman Sanitation are based on the City of Annandale billing the residents. We as a company will work closely with the city to ensure we are



both on the same page between the routing and the billing of suspended or extended leave residents.

3.9 bulk items and Other Special Collections

- Sweetman Sanitation will process and bill for the collection of bulk or special pick up services. Because we plan on servicing the town in 2 days, this also allows us to have 2 days to service bulky or special collections in the town as well.

Client references for similar services performed within 5 years

1. Jon Mitchel-RRRSWA 507-637-1800
2. Roger Schroeder-Lyon County 507-532-8210
3. Keith Muetzel- Redwood Falls kmuetzel@ci.redwood-falls.mn.us

Rates in years after 2024 based on CPI, but shall not exceed 3%

Services	2024	2025	2026	2027	2028



	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate	Monthly Rate
Solid Waste Service					
32- Gallon Cart	\$10.67	\$	\$	\$	\$
64- Gallon Cart	\$12.25	\$	\$	\$	\$
96- Gallon Cart	\$13.96	\$	\$	\$	\$
Every Other Week 32- Gallon Cart	\$9.67	\$	\$	\$	\$
Additional Cart 96- Gallon Cart	\$12.96	\$	\$	\$	\$



Recycling Collection					
Bi-Weekly	\$5.12	\$	\$	\$	\$
Additional Cart	\$4.12	\$	\$	\$	\$
Yard Waste Service	\$14.28 (\$100 per season)	\$	\$	\$	\$



4089 Abbott Drive ■ PO Box 796 ■ Willmar, MN 56201 ■ (320) 235-7630 ■ Fax (320) 235-5715

September 8th, 2023

City of Annandale
Attn: Kelly Hinnenkamp
City Administrator
PO Box K
Annandale, MN 56307

Dear City of Annandale:

We want to thank you for the opportunity to provide a proposal for refuse, recycling, and yard waste collection services for your consideration. We currently serve the City of Annandale and have for many years. We hope our service has been to your satisfaction.

West Central Sanitation is a local, family-owned and operated business. Don, Carol, and Taylor Williamson, alongside experienced staff, work every day to continually provide the absolute best service at a reasonable price. Serving communities just like Annandale is the foundation of our business.

We're proud to say West Central Sanitation is in its 44th year of providing services in central Minnesota. We service neighboring communities to Annandale, such as Kimball and Fairhaven, and serve many customers in the surrounding rural areas. We also provide service to many businesses in Annandale. We operate in 24 Minnesota counties and have many municipal and county relationships we highly value and appreciate.

We are excited for this opportunity; we want to continue partnering with your community in the days ahead.

West Central Sanitation – ***"Good Neighbors You've Come to Trust"***.

Best wishes,

A handwritten signature in blue ink, appearing to read "Don Williamson".

Don Williamson
President & Owner
320-235-7630 ext. 105

A handwritten signature in blue ink, appearing to read "Jeff Bertram".

Jeff Bertram
Administrative Sales Manager
320-250-6999 (cell)

Enclosures

PROPOSAL – SUMMARY OF QUALIFICATIONS

WEST CENTRAL SANITATION

“GOOD NEIGHBORS YOU’VE COME TO TRUST”

Founded in 1979 by Don Williamson of Willmar, MN, West Central Sanitation (WCS) has 44 years of continuous, and expanding, experience in providing residential, commercial, and industrial solid waste and recyclable collection services. Still owned and operated by Don and Carol Williamson, WCS is a company highly focused on family values and personal service, something we’ve termed “*Good Neighbor*” service. Daily management is executed by Don and Taylor Williamson. Additionally, there are four operation managers working alongside customer service, accounting, sales, and maintenance managers.

With a staff of over 140 full time employees, and a fleet of more than 80 trucks, we cover 24 counties in Minnesota and 140+ communities through contract or subscription services. We utilize specialized equipment, consisting of the following: Automated Side Load, Front Load, Rear Load, Roll-off, Walking Floor Trailers, Dry Vans, and other supporting trucks and equipment necessary for our five transfer station operations.

West Central Sanitation currently operates four separate yard locations throughout west central Minnesota: Willmar, Alexandria, Redwood Falls, and Mankato. We run 80 routes, daily, out of these four service locations. In four of these locations we either own or operate a transfer station facility. We are the largest private hauler in rural Minnesota.

WCS maintains and services over 150,000 carts of combined trash and recycling services. All 7,000 of our commercial customers have either front or rear load dumpsters, which we own and maintain. We manage an inventory of an estimated 500 roll-off boxes. In all, we service and maintain 155,000 containers.

Customer service is our key to success. All our employees are seen as being in the customer service business. 28% of our workforce has been with us for over 10 years, demonstrating our strong culture and focus on family values. Our employees recognize their worth and enjoy remaining part of our team.

As evidence of our high operating standards, **West Central Sanitation can proudly state that we currently hold all municipal contracts we have ever been awarded in our 44-year history.**

When West Central Sanitation comes to your community, you ***will*** receive the service and attention expected from a ***Good Neighbor***.



PROPOSAL – SUMMARY OF QUALIFICATIONS

Qualifications

General Management Capability

Don Williamson – Owner and President of West Central Sanitation has 44 years of experience in the solid waste industry. Don has been inducted into the Environmental Industries Association Hall of Fame in 2013, served as chairman of the National Waste and Recycling Association, Washington D.C., for 2010-2012, and a former chairman of the NWRA Minnesota Chapter.

Taylor Williamson – Taylor Williamson has been with WCS for 8 years and is currently the Operations and Office Director. Taylor is familiar with the Annandale area and solves issues in a very hands-on manner. His primary focus is customer service and operational safety.

MSW and Recyclables Collection Experience

WCS is actively involved in the management and transportation of Recyclable Materials, Municipal Solid Waste, Industrial Solid Waste, Yardwaste, Construction and Demolition debris and operates multiple waste and recycling transfer facilities.

WCS understands the services outlined in Annandale's RFP and provides similar services to many other cities. WCS is prepared to provide communication and educational materials with residents and deliver equipment seamlessly.



Materials for Transfer in Willmar Transfer Station

Cart Management

WCS has successfully managed Annandale's carts for nearly a decade and is capable of adding Yard Waste carts to our program. Carts are inventoried in the WCS warehouse in Willmar, Minnesota. We currently have three full time staff that support cart management of deliveries and replacements as necessary.

Operations Management Plan

Mistakes and breakdowns will occur, but what sets us apart is how we correct our mistakes and handle unforeseen events.

Management Structure: Key management personnel are just a phone call or email away. We frequently communicate with city clerks and public works personnel to resolve issues, as they arise. Available contacts are Don Williamson (Owner), Jeff Bertram (Company Representative),



PROPOSAL – SUMMARY OF QUALIFICATIONS

and Taylor Williamson (Operations & Office Manager). Billing & Customer Service managers are available as contacts as well. We have consistently worked closely with Annandale staff.

Absenteeism & Breakdowns: Annandale fits nicely into our existing service area. We have two truck yards (Willmar and Alexandria) just an hour away from Annandale. In the event of a delayed route, we are capable of re-routing our existing drivers to complete our work in a timely manner.

References – attached, many available upon request.

Comprehensiveness of items collected

We collect all municipal solid waste except for hazardous waste. Commingled recycling includes all items defined by our processor, Dem Con. We have never rejected recyclables in Annandale.

Refuse Collection Overages

Lids of carts should be closed. However, WCS has not been in the practice of charging overages when the lid is up, as most of our competitors do. Our bigger concern is litter and inefficiency. If the customer tries to stack extra trash high in the cart, it is likely to spill in the process of dumping the cart. Thereby, making a mess. WCS will not charge extra for a lid not being completely closed. The limit though should be if someone has stacked 20-30 gallons on top of cart they may be charged extra.

Customers that plan for extras occasionally, may purchase prepaid tags from WCS that can be attached to the extra 30-gallon bag or can and set it beside the cart. The cost is \$2.75 and we can mail them upon request.

Financial Stability

Contact Ed Ulmaniec, SVP Business Banking, Bremer Bank, Willmar, MN, PH. 320-231-8114

Disposal and Processing Facilities

WCS has contracts with four landfills and one Waste-to-Energy facility in Minnesota, two are private public company owned and three are county owned. WCS owns or owns and operates four Transfer Stations for MSW and Recyclables. We also contract with three additional transfer stations. We contract with Dem Con, Shakopee, MN, to handle most of our commingled recycling. We have worked with Dem Con for over 10 years.

Efficient Routes

It is absolutely in both Annandale and West Central Sanitation's best interest to have efficient routing. Saving miles traveled benefits both parties and the residents of Annandale. WCS utilizes a route optimizing software coupled with supervisor review to orchestrate best routing



PROPOSAL – SUMMARY OF QUALIFICATIONS

scenarios. The objective is to save miles, time and wear and tear. We would be happy to show this to you upon request.

Public Education

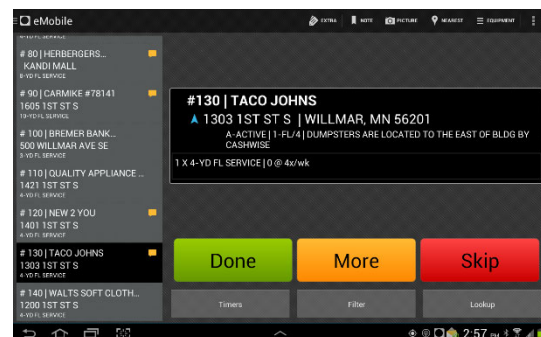
Recycling schedules/calendars and instructions are prepared annually or as requested. More importantly, our drivers use tablets with the ability to record notes and take pictures at every service opportunity. Customers having service issues or contamination problems are followed up with an actual phone call from our customer service team. We have found it is hard to beat a personal conversation.

Applicable Technology & Modern Equipment

In-Truck Tablets

West Central Sanitation consistently focuses on being a first-adopter of technology in the waste and recycling industry. In 2013, WCS began investment in on-board tablets and mobile technology. Since then, we have fully deployed tablets in each of our trucks, and at all sites, eliminating paper routes and allowing for constant connection with our main office. The benefits of this technology are as follows:

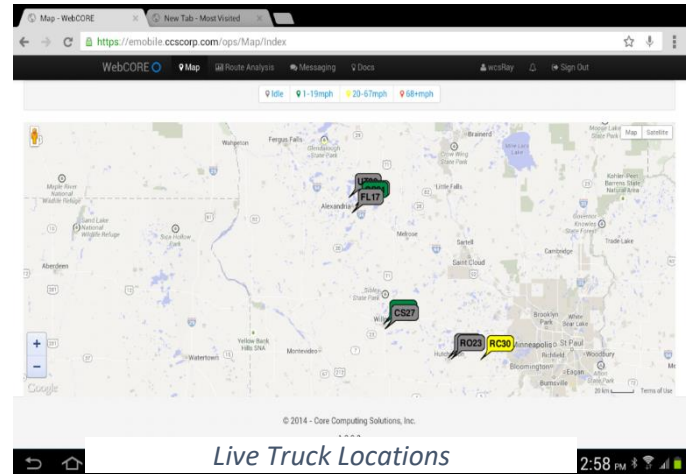
- **GPS Location:** Tablets are equipped with GPS location services, allowing for real-time viewing of the location, and travelling speed, of each truck.
- **Safety & Compliance:** Our office and staff can now instant message each driver via their tablet, removing the need for cell phone use and handheld communication.
- **Better Customer Service:** Stops on each driver's route are completed in real-time, as the driver marks each stop complete. This allows us to better respond to customers when asked about current route status.



Example of West Central Sanitation Tablet

PROPOSAL – SUMMARY OF QUALIFICATIONS

- **Documentation:** Each tablet has the capability to take photos, allowing for drivers to document materials found or left at each location, as well as making notes as to what was done and why. Photos and other documentation is available to customers upon request.
- **Financial and Environmental Stewardship:** Tangible results have shown a 20% reduction in route times, thus improving efficiency and reducing environmental impact.
- **Accuracy:** Completed stops are time-stamped as of completion and are geographically marked for accuracy. This allows for better route integrity and employee performance review.



In-truck tablets provide the best in current route technology, gathering real-time information on many metrics and data points. This accuracy is extremely beneficial for both West Central Sanitation and the municipalities we serve. Data collected, which is retroactively reviewable and available for analysis, include:

- **Route Review:** Routes actually travelled and collected via GPS tracking are stored digitally for months to come, allowing for review of actual routes travelled, down to the minute.
- **Participation Rates:** Routes are viewable in total, and participation and set-out rates are determined in real-time, viewable retroactively via our reporting function.
- **Houses Per Route**
- **Pounds Per House**
- **Miles Travelled Per Route**

West Central Sanitation consistently pushes the envelope in adoption of new technology that will improve our operational efficiency and transparency.



PROPOSAL SUMMARY

Services	2024 Monthly Rate	2025 Monthly Rate	2026 Monthly Rate	2027 Monthly Rate	2028 Monthly Rate
Solid Waste Service					
32-Gallon Cart	\$ 9.50	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²
64-Gallon Cart	\$ 11.50	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²
96-Gallon Cart	\$ 14.00	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²
Every other week 32-Gallon Cart	\$ 8.00	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²
Additional Cart 96-Gallon Cart	\$ 12.00	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²
Recycling Collection					
Bi-Weekly	\$ 5.50	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²
Additional Cart	\$ 5.50	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²
Yard Waste Service	\$160.00 ¹ Seasonal Billing	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²	\$ TBD -CPI ²

Additional Waste: \$2.75 for each 30-gallons beyond resident's cart size. Tags available from West Central Sanitation's office.

¹Yard Waste Service is billed annually, in advance.

We are proposing a minimum of 100 customers to begin the service.

If 100 customers are not found, we are willing to offer the service if the City of Annandale is willing to pay a base fee to cover travel time to and from town.

²A consumer price adjustment may be requested annually. There will be a 4% CPI cap per calendar year. CPI overages will roll over into subsequent years. For example, if we experience an 8% CPI in 2022 there will be a 4% increase and a 4% rollover or “banking” of CPI. In year 2023 if we have a 3% CPI increase, will be allowed a 4% increase, which would use up 1% of our “banked” CPI.



CITY OF ANNANDALE

RECYCLING SCHEDULE

January - December 2021



Jan 2021

S	M	T	W	T	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Feb 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Mar 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Apr 2021

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jun 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Recycling service is every-other-week. If you also have trash service every-other-week, it will be done on the same day.

Tuesday - Residents North of Hwy 55

Thursday - Residents South of Hwy 55

Your recycling is single sort; you can place all items together in your container. They do not need to be sorted.

MAGAZINES and CATALOGS: All glossy magazines or catalogs and phone books are acceptable. **NEWSPAPER:** This includes advertising inserts.

PAPERBOARD and MIXED RESIDENTIAL MAIL: Paperboard boxes such as cereal, snack and tissue boxes. Junk mail is acceptable.

ALUMINUM and TIN CANS: This includes small scrap pieces of clean aluminum. Labels may remain on cans.

GLASS BOTTLES and JARS: Please rinse and remove lids or caps. Labels may stay on glass. **NO BROKEN GLASS!**

PLASTIC: Please rinse. Labels may remain on containers. Items with #1, #2 and #5 in the recycling triangles are acceptable.

CORRUGATED CARDBOARD: Only minimal amounts accepted as space on truck allows. Must be flat and bundled.

A residential cardboard dumpster for large amounts of cardboard is located at the City Compost Facility. The facility is off of 70th St NW, behind the Annandale Tactical Training Center at 541 Poplar Lane South.

**** Please discard the following items as trash! ****

Plastic lids

Styrofoam (containers, packing material, peanuts)

Waxed or food contaminated paper or items contaminated with cigarette butts

Drinking glasses, dinnerware, windowpanes, light bulbs and broken glass

Paper tissues and paper towels

Aerosol cans

Pop/soda, beer and freezer type cartons/carriers

Jul 2021

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Aug 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Sep 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Oct 2021

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Nov 2021

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Dec 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

WEST CENTRAL SANITATION

Good Neighbor's You've Come To Trust

4089 Abbott Drive · P.O. Box 796 · Willmar, MN 56201

1-800-246-7630 · FAX 320-235-5715

www.wcsanitation.com

PLEASE KEEP AND POST



3827 134th St NW
Monticello MN, 55362
Office 763 878-0141
Maintenance 763 878-2600
Email silvercreektwp@tds.net

January 23, 2019

To Whom It May Concern

This letter is regarding our recycling service with West Central Sanitation. Silver Creek Township has been working with West Central since the start of our residential recycling service in December 2006. The change over from recycling bins to carts, a few year ago, went very smoothly.

The service they provide to our residents every other week has been very reliable and efficient. The drivers that come to my home have always been friendly and helpful. Their office staff has always quickly added new requests for service to the next pickup day and answered any concerns by residents.

Jeff Bertram has been great to work with and has always been available to answer any questions. West Central has worked with us over the years on keep our pricing fair.

If you have any questions please feel free to call me.

Sincerely
Nancy Betzler
Silver Creek Township Clerk

**MCLEOD COUNTY
ENVIRONMENTAL SERVICES**

Offices of

Planning & Zoning, Solid Waste & Household Hazardous Waste

1605 5th Avenue, Hutchinson, MN 55336

Phone (320) 484-4344 Fax (320) 484-4315

January 11, 2019

West Central Sanitation
4089 Abbott Drive
Willmar, MN 56201

To whom it may concern,

West Central Sanitation provides hauling services for waste collection and recycling collection throughout much of McLeod County. I have been with McLeod County for 19+ years and have had the great pleasure of meeting and conducting business with Don Williamson and Jeff Bertram during this past year. These two gentlemen conduct themselves with great dignity, respect and honesty. My first impression of these two individuals was impressive due to the highest quality of character I have witnessed since day one.

McLeod County Environmental Services has contracted with West Sanitation since 2008 to receive services related to county wide recycling collection which in turn is transported to McLeod County's Material Handling Facility (MRF). McLeod County Environmental Services employees have several experiences working with West Central Sanitation management, office support staff, and drivers. Our experiences with all of West Central staff have and continue to exceed expectations in the areas of customer care, contract negotiation, pricing, and most importantly business ethics. McLeod County has and continues to value the relationship established with this outstanding organization. I highly recommend West Central Sanitation as a service provider.

Sincerely,



Marc Telecky
Environmental Services Director
McLeod County



To Whom it May Concern:

Our city is pleased to write a reference letter, for West Central Sanitation, on behalf of the City of Paynesville. Paynesville has contracted with West Central Sanitation for over 35 years. They have provided weekly garbage service pickup and bi-weekly recycling pickup while working very hard to provide great service, and have done so with consistent and fair prices.

For the entirety of our relationship with them, they have provided Spring Cleanup and Fall Leaf Pick-up in our community. For these events, they have always been punctual, adequately staffed, and very pleasant and helpful. We've never had an issue with residual waste or resident complaints.

From the beginning of our services with them, they have remained consistently attentive and diligent to our needs. Their office has provided excellent customer service, whenever city personnel or a customer calls. They are easy to work with and very flexible when a special request arises.

The City of Paynesville and its residents have been very pleased with services provided, and overall interactions with everyone from drivers and management, to company ownership. I would highly recommend them to any community, knowing they will do a great job.

Sincerely,

Ron Mergen

Public Works Director

City of Paynesville



January 24, 2019

To Whom It May Concern

RE: Letter of Recommendation

I understand that West Central Sanitation is submitting a request for proposal for garbage and recycling services for your area. The City of Waite Park highly recommends this company.

We had national/international companies service our City over the years. We grew tired of the multiple price increases, service type issues and the distant relation we had with those companies. In 2004 we had a request for proposal and, even though they were a little higher in price, we contracted with West Central Sanitation for one year. We were so impressed with their hands-on relationship with our City, their great service, and consistent pricing, that we extended their contract two additional years. In 2006, we awarded a five-year contract and have renewed that contract two additional times, with the current contract extending through 2021. We couldn't be happier with the service that they have provided our residents!

West Central Sanitation services approximately 1,550 residential properties in our community with no issues whatsoever. The service continues to be excellent, and their proactive approach in working with our community to handle our waste and recyclables has been appreciated and helped our bottom line. They truly have become a partner in these services.

The drivers for West Central Sanitation have also been very diligent in being proactive in notifying the city of any residents who are either abusing or misusing the refuse/recycling services. This allows us to contact the resident and correct the situation in a timely manner. We appreciate this, as it helps to keep the costs down for the city when the services are being used, as intended.

When it comes to personalizing any specific residential need, they handle those issues immediately and personally. Once again, West Central Sanitation has exceeded our expectation.

We highly recommend West Central Sanitation.

Sincerely,


Shaunna Johnson
City Administrator