Parks and Recreation Commission

Regular Meeting

Wednesday, September 9, 2026
6:30 PM
Elk River City Hall

Agenda

- Regular meeting in Council Chambers

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1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE
3. CONSIDER AGENDA
4. CONSIDER MINUTES
   - 4.1 08-12-2026 Parks and Recreation Commission Meeting Minutes
5. OPEN FORUM
   An opportunity to provide comments and feedback regarding items not on the agenda. Information provided in Open Forum will not be discussed at this meeting; rather, the information will be referred to staff and/or scheduled for discussion at a future meeting.
6. PRESENTATIONS, AWARDS, AND RECOGNITION
   - 6.1 Youth and Sports Program Review - 2026
7. ACTION ITEMS
   - 7.1 Plants and Things Recreation Complex - Protective Netting
   - 7.2 Eagle Scout Project - Woodland Trails Regional Park
8. DISCUSSION ITEMS
   - 8.1 Parks and Recreation Framework Plan - Update
   - 8.2 Master Fee Schedule for 2027
9. PARKS AND RECREATION MANAGER UPDATE
   - 9.1 Parks and Recreation Manager Update
10. ANNOUNCEMENTS
11. MOTION TO ADJOURN

Meeting of the Parks and Recreation Commission
Held at the Elk River City Hall
Wednesday, August 12, 2026

Members Present:	Chair Stewart, Commissioners Anderson, Niziolek, Loidolt, Goodwin, and Varty
Members Absent:	None
Staff Present:	Assistant City Administrator/Business Services Director Joe Stremcha, Parks and Recreation Manager Jeff Shelby, and Senior Administrative Assistant Dawn Larson

1. CALL MEETING TO ORDER
   Pursuant to due call and notice thereof, the meeting of the Elk River Parks and Recreation Commission was called to order at 6:30 p.m. by Chair Stewart.
2. PLEDGE OF ALLEGIANCE

3. CONSIDER AGENDA
   Moved by Commissioner Anderson and seconded by Commissioner Loidolt to approve the August 12, 2026, agenda. Motion carried 6-0.
4. CONSIDER MINUTES

   4.1 07-08-2026 Parks and Recreation Commission Meeting Minutes

   Moved by Commissioner Loidolt and seconded by Commissioner Varty to approve July 8, 2026, Parks and Recreation Commission minutes. Motion carried 6-0.
5. OPEN FORUM

6. PRESENTATIONS, AWARDS, AND RECOGNITION

   6.1 Summer Program Recap

   Summer recreation intern Taylor Ryan presented her report on summer programming. Programs included Eager Elks, Park-a-Palooza, Youth Soccer, Little Rays morning day camp, and Sunshine Explorers afternoon day camp. Mr. Shelby expressed his appreciation for her hard work.
7. ACTION ITEMS

   7.1 Good Shepherd Lutheran Ram Run 5K

   Mr. Shelby presented his report. Kaitlyn Logan, Development Coordinator for Good Shepherd Lutheran High School, reviewed her PowerPoint presentation.

Moved by Commissioner Goodwin and seconded by Commissioner Loidolt to approve the Ram Run 5k at Woodland Trails Regional Park on Saturday, October 24, 2026. Motion carried 6-0.

7.2 2027 Capital Improvement Plan

Mr. Shelby presented his report. He provided an added slide showing the summary of the proposed changes. He said these changes included removal of the Hillside parking lot, paying $250,000 from the Park Dedication Fund. He said it would also include an annual increase of $50,000 to the Park Improvement Fund from the Liquor Fund as well as a budget reduction of 10% across phases one, two, and three of the Athletic Facilities Project.

Chair Stewart asked if the City Council approved the 10% reduction. Mr. Shelby said at the last City Council meeting, phases one and two were approved, so phase three will have to be added.

Commissioner Niziolek asked if the Woodland Trails Regional Park bituminous trail would be replaced since the line item was removed. Mr. Stremcha said yes, it will be replaced but paid for through a different funding source such as the pavement management fund.

Commissioner Anderson and Commissioner Niziolek asked if there could be a placeholder when line items are removed.

Commissioner Anderson asked if they could plug the paving of the trail back into the year 2028 on the budget sheet. Mr. Stremcha said they could move it back, but that is just money shuffling. Commissioner Anderson said he would like to see it in that line, so he has something to view rather than having it just be gone. Mr. Stremcha said it will be on a spreadsheet for pavement management but just not on this budget spreadsheet.

Mr. Stremcha said it would be on the packet of CIP items for the city but on the 5-year budget for pavement management. Commissioner Anderson wants to make sure it gets included.

Commissioner Niziolek asked if it is assumed that they will have a special bond revenue in 2028. Mr. Stremcha said it is a moving target in 2027- 2030, depending on the legislature, and they can't go to any kind of sales tax referendum without the legislative approvals and the council has not given the sign that they would like this to be bonding through property tax funding. It is a placeholder to help keep the conversation earmarked but not necessarily a guarantee that it will happen in 2028. Mr. Stremcha explained that just because it is on the sheet doesn't mean we have to do it. It is a living, breathing document. He said the items on the budget sheets are moving targets.

Commissioner Loidolt asked what projects were done this year at the Plants and Things Recreation Complex for the 35,000 dollars in sponsorship money. Mr. Shelby said they did backstops, bleachers, and improvements to the concession stand. Mr. Shelby said he could get specifics. Commissioner Loidolt asked about getting bullpens out there. Mr. Shelby said he is not sure what progress has been made, but they could discuss using the 2027 sponsorship money for that.

Commissioner Anderson asked if they heard anything about the 250,000-county share or if it got out again or not. Mr. Shelby said he is not sure of the status of that, but he can check it. Commissioner Anderson said it doesn't look like there will be a trail in 2026.

Moved by Commissioner Loidolt and seconded by Commissioner Goodwin to recommend that the city council approve the 2027-2031 Capital Improvement Plan for the Park Dedication Fund and Park Improvement Fund.

8. PARKS AND RECREATION MANAGER UPDATE

8.1 Parks and Recreation Manager Update

Mr. Shelby presented his report and noted that a commission vacancy would be posted the following day.

9. ANNOUNCEMENTS

10. MOTION TO ADJOURN

Moved by Commissioner Loidolt and seconded by Commissioner Goodwin to adjourn the Parks and Recreation Commission meeting at 7:01pm. Motion carried 6-0.

Harold Stewart, Chair

Justin Dunford, City Clerk

Request for Action

To
Parks and Recreation Commission

Item Number
6.1

Meeting Date
September 9, 2026

Prepared By
Jeff Shelby, Recreation Manager

Item Description
Youth and Sports Program Review - 2026

Reviewed by
Jeff Shelby
Joe Stremcha

Action Requested
Recreation Supervisor Warren Ellingworth will provide a recap of our Sports and Youth Programs for 2026.

Background/Discussion
None.

Financial Impact
None.

Mission/Policy/Goal
Together we win.

Attachments
None

Request for Action

To
Parks and Recreation Commission

Item Number
7.1

Meeting Date
September 9, 2026

Prepared By
Jeff Shelby, Recreation Manager

Item Description
Plants and Things Recreation Complex - Protective Netting

Reviewed by
Jeff Shelby
Joe Stremcha

Action Requested
Recommend, by motion, approval of _____ bid to install protective netting at the Plants and Things Recreation Complex.

Background/Discussion
Earlier this year, the protective shade structure was removed from the playground area at the Plants and Things Recreation Complex. In January, the commission recommended to the City Council that protective netting be re-installed without moving the playground. Staff worked with Bolton & Menk to arrive at an engineered solution to avoid the previous issue that led to removal. Bolton & Menk took the project out for bids on August 25. The bids will be opened on Wednesday, September 9 at 1 p.m. Staff will present the bid recommended for approval.

Financial Impact
Project will be paid for via the refunded fees the city received from the original contractor after the structure was deemed to be failing and required removal.

Mission/Policy/Goal
Responsible for every dollar - good stewards. Opportunity to live, work, and play.

Attachments
1. Advertisement for Bids - PT Complex Playground Netting
2. 2026-08-25 143757 QUEST BID DOCS

ADVERTISEMENT FOR BIDS

PT COMPLEX PLAYGROUND NETTING

CITY OF ELK RIVER
ELK RIVER, MN

RECEIPT AND OPENING OF PROPOSALS: Proposals for the work described below will be received online through QuestCDN.com until 1:00 p.m. on September 9, 2026, at which time the bids will be open and read online through Microsoft Teams. Please use the link or call-in number/Conference ID below to see and/or hear the bid opening results:

1. Microsoft Teams Link: https://bit.ly/PTComplexBidOpen

2. Call: 1-612-428-8778 / Conference ID: 671 429 952#

DESCRIPTION OF WORK: The project shall include, but is not limited to, furnishing and installing 14 poles, bases, and all components needed to assemble the materials including the netting covering a 54'X90' area as specified in the plans and specifications together with numerous related items of work, all in accordance with Plans and Specifications.

COMPLETION OF WORK: All work under the Contract must be complete by 4/23/2027.

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 # 10327379 on the website's Project Search page. Documents may be downloaded for $50.00. 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 Owner will only be accepting online electronic bids through QuestCDN. To access the electronic bid form, download the project document and click the 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.

RESPONSIBLE CONTRACTOR: All prospective contractors must comply with the minimum criteria for a "responsible contractor" as defined in Minn. Stat. § 16C.285, subd. 3. A false statement under oath verifying compliance with any of the minimum criteria will make the contractor ineligible for the project and may result in contract termination.

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 Elk River 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: 8/25/2026 **/S/** Calvin Portner
City Administrator

Published:

QuestCDN: 8/25/2026
Elk River Website: 8/25/2026

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

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PROJECT MANUAL

PT Complex Playground Netting

26X.143757

City of Elk River

Elk River, MN

BOLTON & MENK

Real People. Real Solutions.

CERTIFICATIONS PAGE

PROJECT MANUAL

FOR

PT COMPLEX PLAYGROUND NETTING

26X.143757

CITY OF ELK RIVER

ELK RIVER, 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: Jason Graham

Date: 8/24/2026 License Number: 51637

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26X.143757
City of Elk River

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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APPENDIX: DRAWINGS

DRAWINGS (ATTACHED IN APPENDIX):

6 sheets, dated 8/13/2026, and with each sheet bearing the following general title:

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

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ADVERTISEMENT FOR BIDS

PT COMPLEX PLAYGROUND NETTING

CITY OF ELK RIVER
ELK RIVER, MN

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DATED: _____ **/S/** Calvin Portner
City Administrator

Published:

QuestCDN: 8/31/2026
Elk River Website: 8/31/2026

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

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INSTRUCTIONS TO BIDDERS

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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 2.05.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.

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ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder must submit the following information:

A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.

B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.

C. Bidder's state or other contractor license number, if applicable.

D. Subcontractor and Supplier qualification information.

E. Other required information regarding qualifications.

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.

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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:

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

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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.

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:

7533 Sunwood Drive NW, Suite 206, Ramsey, MN 55303, (763) 433-2851

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.

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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 or 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

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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.

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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 Lump Sum

13.02 Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

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

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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.

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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.

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Items to Be Submitted with the Bid

for

PT Complex Playground Netting

26X.143757

City of Elk River

Elk River, MN

BID FORMS

PT Complex Playground Netting
26X.143757

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 Elk River, 13065 Orono Pkwy NW, Elk River, MN 55330. Refer to the Advertisement for Bids for submittal location, format, and deadline for consideration.

1.02 This bid form is provided for Bidders reference. The Bid must be submitted to City of Elk River 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;

ARTICLE 3—BASIS OF BID

3.01 Lump Sum Bids

3.02 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

1. Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price	$

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:

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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

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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 6.02.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.

5. By signing this Bid, Bidder certifies under oath that Bidder is in compliance with each of the minimum criteria listed in Minnesota Statute § 16C.285 Subdivision 3, with the exception of clause (7) "RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED", at the time of submitting this bid. Bidder acknowledges that if Bidder's certification is later found to be false, it may result in the termination of a construction contract that has already been awarded. Bidder also acknowledges that Owner is not liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor falsely verified that it meets the minimum criteria.

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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) _____

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Schedule of Prices for Construction of:

PT Complex Playground Netting

Error! Reference source not found.

Bidder agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following lump sum:

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

TOTAL PROJECT BASE BID PRICE

1. Construction of all facilities as shown on the Contract Drawings and as specified in the Contract Specifications.

To be completed through QuestCDN.com

$ _____

(**To be completed through QuestCDN.com**

DOLLARS)

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BID SECURITY FORM

Bidder Name: Address *(principal place of business)*:	**Surety** Name: Address *(principal place of business)*:
Owner Name: City of Elk River Address *(principal place of business)*: 13065 Orono Pkwy NW Elk River, MN 55330	**Bid** Project *(name and location)*: PT Complex Playground Netting - Elk River, MN Bid Due Date:
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 _____ *(Full formal name of Bidder)* By: _____ *(Signature)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title:	Surety _____ *(Full formal name of Surety) (corporate seal)* By: _____ *(Signature) (Attach Power of Attorney)* Name: _____ *(Printed or typed)* Title: _____ Attest: _____ *(Signature)* Name: _____ *(Printed or typed)* Title:
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.	

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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.

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Items to Be Executed After Bid Opening

for

PT Complex Playground Netting

26X.143757

City of Elk River

Elk River, MN

(The Low Bidder May Be Requested to Provide This Information After
the Bids Are Received But Prior to Issuing the Notice of Award)

BIDDERS QUALIFICATIONS

GENERAL INFORMATION

The low bidder is requested to furnish the following information. Additional sheets shall be attached as required.

Contractor's name and address: _____

_____

_____

Number of years as a Contractor in construction work of this type: _____

Names and titles of all officers of Contractor's firm: _____

SUBMIT a list of three construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Name, address, and telephone number of owner.
- Name of project.
- Location of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The low bidder is requested to list the name of the manufacturer or supplier and catalog numbers of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the Owner of the manufacturers or suppliers listed by the low bidder.

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

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Elk River	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	26X.143757
Project:	PT Complex Playground Netting		
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:

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.

Four (4) 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 four (4) 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 "RESPONSIBLE CONTRACTOR SUBCONTRACTORS LIST". 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.

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 Elk River

By *(signature)*: _____

Name *(printed)*: Justin Dunford

Title: City Clerk

Copy: Engineer

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RESPONSIBLE CONTRACTOR SUBCONTRACTORS LIST
FIRST-TIER SUBCONTRACTORS LIST

PROJECT NUMBER: 26X.143757

The Contractor must submit a signed copy of this form prior to contract execution.

If subcontractors are added to the project after contract execution, Contractor shall submit an updated signed certification before any work is done by that 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 this form 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 Subdivision 3.	
Authorized Signature of Owner or Officer:	**Printed Name:**
Title:	**Date:**
Company Name:	

AGREEMENT FORMS

This Agreement is by and between City of Elk River ("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:

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:

- Project 26X.143757 - PT Complex Playground Netting

ARTICLE 2—THE PROJECT

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

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

4.04 The work will be substantially completed on or before 4/9/2027, 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 4/23/2027.

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

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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 $500.00 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 $500.00 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

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Applications for Payment shall be submitted and processed in accordance with Article 15 of the General Conditions or as modified by the Supplemental Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments during performance of the work on the basis of Contractor's Applications for Payment dated on or about the 30th day of each month 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.

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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, record documents, 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.

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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. Addenda (numbers ___ to ___, inclusive).
8. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages ___ to ___, inclusive).
9. 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.

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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.

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

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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.

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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 Elk River *(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: Justin Dunford *(typed or printed)*	Name: _____ *(typed or printed)*
Title: City Clerk *(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: 13065 Orono Pkwy NW Elk River, MN 55330	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:

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NOTICE TO PROCEED

Owner:	City of Elk River	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	26X.143757
Contractor:		Contractor's Project No.:	
Project:	PT Complex Playground Netting		
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 SC-4.01 of the Supplementary 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:

- Provide notification to notice to Owner/Engineer as stated within the project specifications;
- Obtain submittal reviews prescribed by the Engineer; and
- Secure required permits as stated within the project specifications.

Owner: City of Elk River

By *(signature)*: _____

_____

Name *(printed)*: Justin Dunford

Title: City Clerk

Date Issued: _____

Copy: Engineer

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PERFORMANCE BOND FORM

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: City of Elk River	Description *(name and location):*
Mailing address *(principal place of business)*:	PT Complex Playground Netting - Elk River, MN
13065 Orono Pkwy NW Elk River, MN 55330	Contract Price:
	Effective Date of Contract:

Bond

Bond Amount:

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☐ None ☐ 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
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature)(Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____

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.

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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, 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:

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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

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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

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PAYMENT BOND FORM

Contractor	**Surety**
Name:	Name:
Address *(principal place of business)*:	Address *(principal place of business)*:
Owner	**Contract**
Name: City of Elk River Mailing address *(principal place of business):* 13065 Orono Pkwy NW Elk River, MN 55330	Description *(name and location):* PT Complex Playground Netting - Elk River, MN Contract Price: Effective Date of Contract:
Bond	
Bond Amount: Date of Bond: *(Date of Bond cannot be earlier than Effective Date of Contract)* Modifications to this Bond form: ☐ None ☐ 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
_____ *(Full formal name of Contractor)*	_____ *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature)(Attach Power of Attorney)*
Name: _____ (Printed or typed)	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
Attest: _____ (Signature)	Attest: _____ *(Signature)*
Name: _____ (Printed or typed)	Name: _____ *(Printed or typed)*
Title: _____	Title: _____
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.	

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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.

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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;

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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**

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WARRANTY BOND FORM

Contractor	**Surety**
Name:	Name:
Address (principal place of business):	Address (principal place of business):
Owner	**Construction Contract**
Name: City of Elk River	Description (name and location):
Address *(principal place of business)*:	PT Complex Playground Netting - Elk River, MN
13065 Orono Pkwy NW Elk River, MN 55330	Contract Price:
	Effective Date of Contract:
	Contract's Date of Substantial Completion: 4/09/2027

Bond

Bond Amount: _____

Date of Bond: _____

Bond Period: Commencing 364 days after Substantial Completion of the Work under the Construction Contract, and continuing until 2 year(s) after such Substantial Completion.

Modifications to this Bond form:

☐ None ☐ See Paragraph 9

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
_____	_____
(Full formal name of Contractor)	*(Full formal name of Surety) (corporate seal)*
By: _____	By: _____
(Signature)	*(Signature) (Attach Power of Attorney)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title: _____	Title: _____
Attest: _____	Attest: _____
(Signature)	*(Signature)*
Name: _____	Name: _____
(Printed or typed)	*(Printed or typed)*
Title:	Title:

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.

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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**

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C-700 2018
Standard General Conditions of the Construction Contract

PT Complex Playground Netting

26X.143757

City of Elk River

Elk River, 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

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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

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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

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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.

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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.

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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.

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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.

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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

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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.

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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

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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.

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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

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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.

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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.

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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

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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.

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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

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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;

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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

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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

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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

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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

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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

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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.

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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);

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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

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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.

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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.

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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;

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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

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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.

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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

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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.

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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:

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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.

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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

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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

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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

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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

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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.

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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, expediters, 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

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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

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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.

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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,

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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,

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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

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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.

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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;

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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

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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

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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.

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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,

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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.

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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,

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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

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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.

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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.

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C-800 2018
Supplementary Conditions of the Construction Contract

PT Complex Playground Netting

26X.143757

City of Elk River

Elk River, MN

Supplementary Conditions of the Construction Contract

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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:

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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.

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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

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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.

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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

4.01 Commencement of Contract Times, Notice to Proceed

SC-4.01 Delete Paragraph 4.01.A of the General Conditions in its entirety and insert the following Paragraph 4.01.A in its place:

A. In no event will the Contract Times commence to run later than the 30th day after the Effective Date of the Contract.

4.03 Reference Points

SC-4.03 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

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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 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:

E. 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:

Report Title	Date of Report	Technical Data
There are no reports the Contractor may rely.		

F. 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:

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Drawings Title	Date of Drawings	Technical Data
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 7533 Sunwood Drive NW, Suite 206, Ramsey, MN 55303, (763) 433-2851 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:

Report Title	Date of Report	Technical Data
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:

Drawings Title	Date of Drawings	Technical Data
There are no drawings the Contractor may rely.		

SC-5.06 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:

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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

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Workers' Compensation and Related Policies	Policy limits of not less than:
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

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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

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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 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.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.03 Labor; Working Hours

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

1. Regular working hours will be 7:30 A.M. to 6:00 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; Juneteenth, June 19; 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.

7.12 Record Documents

SC-7.12 Add the following new paragraphs immediately after Paragraph 7.12.A:

A. Supplementary sketches, service record forms, and photographs shall be included to clearly indicate all work as constructed.
   1. A blank service record form will be supplied by the Engineer to be used by the Contractor. The Contractor shall fill out a service record form for each water service and sanitary sewer service connection or stub out.
   2. The Contractor shall take photographs of underground construction before backfilling. Examples of information to document include connections to existing utilities, watermain fittings, private underground utilities, utility stub-outs, manholes, water, and sanitary sewer connections at the main and the tie-in or stub-out locations.

B. 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.

C. All manholes, watermain bends, and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment.

D. The complete set of the record documents 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.

ARTICLE 8—OTHER WORK AT THE SITE

8.02 Coordination

SC 8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

C. Owner does not intends to contract with others for the performance of other work at or adjacent to the Site.

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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.

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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 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:

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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

SC-15.01 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 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

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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.

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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	Contactor'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	
a.9	Construction photographs	Email w/ Attachment or LFE	JPG	(3)

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.
(3)	All photographs must include location details (latitude and longitude) in their metadata.

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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CONDITIONS OF THE CONTRACT

for

PT Complex Playground Netting

City of Elk River

Elk River, MN

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 Plan Quantity (P) Items:** Items designated as Plan Quantity (P) shall be measured and paid for based on the quantity listed in the plans and no field measurement shall be made. The Engineer will only adjust the quantities on Plan Quantity (P) designated Contract items when the Engineer authorizes changes to the dimensions of that work (in which case only the affected portion will be re-determined) or when the Engineer determines that the quantity designated as a Plan Quantity (P) is incorrect.

B. **Payment for Hauled Materials**: No compensation will be paid for any weigh ticket received after the date shown on the ticket unless prior arrangements are made with the Engineer.

C. **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. The Contractor shall submit to the Engineer a “Certificate of Conformance” statement stating that the scale used to weigh hauled materials has been tested and calibrated for the current construction season. This Certificate shall be from MnDOT or other reliable scale servicing company. Providing a certified scale and obtaining such “Certificate of Conformance” is the sole responsibility of the Contractor and all costs associated are considered incidental to the materials being supplied.

C. **Hauled Materials:** The Contractor shall furnish numbered weigh tickets which list the Date, Project, Type of Material, Gross Weight, Tare Weight, Material Weight in tons, and Truck Number for each load brought to the construction site. If the individual pay items are identified on a unit weight basis, the Contractor shall provide the Engineer with a summary type spreadsheet which provides accumulative job totals of all aggregate and bituminous materials hauled to the project. This spreadsheet shall be submitted to the Engineer on a weekly basis.

D. **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.

E. **Compacted Volume Materials:** When measurement is specified by the CUBIC YARD, (CY) COMPACTED VOLUME (CV), will be determined by length, width and depth measurements of the material in its placed and compacted position, according to the placement dimensions as shown in the Contract or as designated by the Engineer.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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

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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.

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 TRAFFIC CONTROL

A. Reference Section 01 55 26 “Traffic Control” of this Project Manual.

1.4 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.

1.5 UTILITIES

A. The Contractor shall coordinate the relocation or protection of all existing public and private facilities or new utility lines located near and affected by this construction. Any costs for such Work shall be the responsibility of the Contractor.

1. Coordination with the utility companies is very important and should be considered in planning the work and the associated extra costs involved.

B. Locating Owner owned public utilities:

1. Owner will complete the initial locating of all existing Owner-owned public utilities including communication lines, lighting, sanitary sewer, signal, storm sewer, and water utility. The request for

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initial locate of all utilities within the project limits must be submitted to Owner a minimum of 4 business days prior to the project start date.

2. The responsibility of locating existing Owner-owned utilities within the project limits shall be transferred to the Contractor after initial locating has been completed by the Owner until final completion.

3. Contractor shall be responsible for locating all newly installed public utilities installed within the project limits until final completion.

4. Locate requests within the project limits received by the Owner will be forwarded to the Contractor's representative responsible for coordinating locate requests within the project limits by email. Confirmation of receipt of the locate ticket must be sent by the Contractor's representative back to the Owner within 2 hours of Owner sending the locate request to the Contractor's representative.

5. The Contractor shall be responsible for repairing any damage as the result of improperly located or unmarked public utilities within the project limits. The repair must be completed in accordance with the project requirements and to the satisfaction of the Engineer. This work shall be considered incidental.

C. The Contractor shall coordinate with the City's maintenance personnel when working around or performing work on City-owned utilities.

D. The Contractor shall also work with the City's maintenance personnel to provide for scheduled City-owned utility shutdowns in a given area. Owner requires 2 business days (a minimum of 48 hours) notice for all utility interruptions.

E. The Contractor shall work with all utility companies, as necessary, to allow for installation and maintenance of service of gas, power, lighting, telephone, cable TV, etc. in the boulevards or across the streets prior to final shaping of aggregate base and/or topsoil. This coordination with the utility companies is the Contractor's responsibility and is considered incidental to the construction and no additional compensation shall be granted.

1.6 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.

1.7 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.

1.8 COORDINATION WITH SERVICE PROVIDERS

A. The Contractor shall coordinate with the postal service, recycling service, garbage collection service, school bus service, etc. to maintain continuous uninterrupted service to all residences and businesses throughout the duration of the project.

B. The Contractor shall temporarily relocate mailboxes, haul recycling and garbage for residents to a designated pick-up location, etc., as required by the subject service provider. All equipment materials and labor required to coordinate with service providers and maintain services shall be incidental to the Contract.

1.9 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.

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PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

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

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CONSTRUCTION PROGRESS SCHEDULE Completion Date:

Project Title: PT Complex Playground Netting, By: City of Elk River, BMI Project #: 26X.143757

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

Weeks Following 'Notice to Proceed'	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
DATE:																		
BLOCK # 1																		
BLOCK # 2																		
BLOCK # 3																		
BLOCK # 4																		

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. The responsibility for completeness of submittals lies with the Contractor.

1.2 REFERENCES

A. 7.12 Record Documents of 00 72 00 – GENERAL CONDITIONS of this project manual.

B. SC-7.12 Record Documents of 00 73 00 - SUPPLEMENTARY CONDITIONS of this project manual.

C. EXHIBIT A —SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE of 00 73 00 – SUPPLEMENTAL CONDITIONS.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 RECORD DOCUMENTS

A. Record documents shall be prepared and submitted in accordance with the requirements of the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS.

3.2 SAMPLES

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

3.3 REVIEW

A. The Contractor shall allow a minimum of 5-business days for Engineer review unless otherwise agreed by the Engineer.

B. 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.

C. 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.

D. 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.

3.4 TIME DELAYS AND COSTS

A. Time delays and costs incurred by the Contractor due to late or incomplete submittals by the Contractor shall not be acceptable cause for claims by the Contractor.

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SAMPLE LETTER OF TRANSMITTAL FOR SUBMITTALS

LETTER OF TRANSMITTAL

Contractor Name

Contractor Address

Contractor City, State, Zip

DATE:	BMI # 26X.143757
ATTENTION: Jason Graham	
RE: PT Complex Playground Netting	
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)*

☐ No Exceptions Taken ☐ Make Corrections Noted ☐ Amend-Resubmit ☐ Rejected-Resubmit ☐ Not Reviewed ☐ For Record

Corrections or comments made by the Engineer during this review do not relieve the Contractor from compliance with Contract drawings and Specifications. This submittal has been reviewed for conformance with the design concept and general compliance with the Contract documents only. The Contractor is responsible for confirming and correlating all quantities and dimensions; fabrication processes and techniques, coordinating work with other trades, and satisfactory and safe performance of the work.

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. _____
2. _____
3. _____

CONTRACTOR SIGNED: _____

DATE: _____

(To be filled in by Engineer)

COPY TO: _____

_____

_____

ENGINEER SIGNED: _____

DATE: _____

Distribution: ☐ Contractor ☐ Owner ☐ Field Office ☐ Other

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

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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******

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SECTION 01 42 19 - REFERENCE STANDARDS

PART 1 - GENERAL

1.1 SUMMARY

A. 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.

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

C. 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.

1.2 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.

1.3 SOIL DISTURBING ACTIVITIES

A. Minnesota Pollution Control Agency (MPCA) - General Storm Water Permit for Construction Activity (MN R100001) in force at the day of bid: http://www.pca.state.mn.us/water/stormwater/stormwater-c.html

1.4 WATERMAIN, SANITARY SEWER AND STORM SEWER CONSTRUCTION

A. "Construction Standard Specifications 2025" as published by the City Engineers Association of Minnesota: http://www.ceam.org

B. American Water Works Association (AWWA) Standards: http://www.awwa.org/

1.5 GRADING, STREET AND SURFACE IMPROVEMENTS

A. All of Divisions II and III, and any specifically referenced Division I sections of the Minnesota Department of Transportation (MnDOT), "MnDOT Standard Specifications for Construction 2025 edition", together with all the Supplemental Specifications in force 30 calendar days prior to bid date: http://www.dot.state.mn.us/pre-letting/spec/

B. MnDOT Technical Memoranda in force 30 calendar days prior to bid date and referencing the use of English units of measure: http://www.dot.state.mn.us/design/tools/index.html

C. MnDOT Standard Plans: https://www.dot.state.mn.us/design/design-standards/standard-plans.html

D. MnDOT Standard Details: https://www.dot.state.mn.us/design/design-standards/standard-plates.html

E. Whenever the word "Contracting Authority," "Department" or "Owner" is used in the sense of ownership as part of any of the MnDOT Documents, it shall mean Owner as defined in the Agreement.

1.6 TRAFFIC CONTROL

A. The Minnesota Manual of Uniform Traffic Control Devices (MMUTCD) shall apply to this project and is available at: http://www.dot.state.mn.us/trafficeng/publ/mutcd/.

B. The MnDOT's Temporary Traffic Control Zone Layouts Field available at: http://www.dot.state.mn.us/trafficeng/publ/fieldmanual/.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CONSTRUCTION

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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******

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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.

F. Soil compaction testing performed by the Owner is deemed to be for the convenience of the Owner for documentation of the progress and performance of the work. Soil compaction testing results will be made available to the Contractor. However, the Owner and Engineer make no representations that the number of tests taken will be sufficient to accurately characterize the condition of any trench, and the Contractor shall take any supplemental test it deems necessary to monitor its own performance. The Owner may, at its discretion, eliminate soil and compaction testing on any part or the entire project. The presence or absence of soil and compaction testing or the approval of the results thereof shall in no way reduce the Contractor's obligation to correct trench settlement as described in these Special Provisions.

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

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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******

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SECTION 01 55 17 - HAUL ROUTES AND TEMPORARY ACCESS

PART 1 - GENERAL

1.1 MAINTENANCE

A. The Contractor shall notify and obtain the approval of the local governmental authority for the use of all haul roads and construction easement areas within the City limits not specifically noted below. The Contractor will be required to deliver new materials and dispose of all excavated material plus removal items only on designated haul roads. This also applies to equipment entering and leaving the project site such as backhoes and front-end loaders.

B. Allowable city street and project haul roads are described as follows:

1. Most direct route to County or State Highway

C. The Contractor shall confine all operations, ingress and egress to the designated haul roads. The Owner may **assess a fee in the amount of $ 500 per day for each day** that the Contractor occupies or travels on non-designated haul roads. The fee shall be in addition to damages assessed against the Contractor to repair damage caused to the roadway.

D. The Contractor shall maintain and repair any damage to haul roads. Maintenance shall include, but not be limited to, the following: blading, patching, signing, graveling and dust control. This work will be at the Contractor's expense, without any direct compensation being made other than the payment received for Contract items.

E. The Contractor shall be responsible for all roadbed maintenance over backfilled trenches and roadbed subgrade during the construction period.

1.2 REFERENCED SPECIFICATION

A. The following referenced Specifications will apply to this Section:

1. MnDOT 1513, Restrictions on Movement and Storage of Heavy Loads and Equipment.

2. MnDOT 1515, Control of Haul Roads

3. MnDOT 2051, Maintenance and Restoration of Haul Roads.

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

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. Reclaimed bituminous and salvaged aggregate base may be used for temporary access surfacing. No additional compensation shall be granted for the installation, removal and disposal of materials utilized in this way.

B. If haul routes begin to show signs of distress caused by the Contractor’s activities, the Contractor will reduce the weight of loads carried or completely stop using the distressed route. No direct compensation will be made for load and use restrictions for preserving haul routes.

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

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SECTION 01 57 13 - TEMPORARY EROSION AND SEDIMENT CONTROL

PART 1 - GENERAL

1.1 SUMMARY

A. This section covers the furnishing of all labor, materials, tools, equipment, and performances of all work and services necessary or incidental to stormwater management as indicated on the plans, as specified herein or as directed by the Engineer.

B. The Contractor and Owner shall identify a person(s) knowledgeable and experienced in the application of erosion and sediment control BMP's who will oversee the site erosion and sediment control.

C. Minnesota Pollution Control Agency (MPCA) - General Storm Water Permit for Construction Activity (MN R100001)

1. This site as designed will disturb less than 1.0 acres, therefore a NPDES permit is not required.

2. The Contractor shall contact the Owner if it is determined that additional work is required which will increase the total disturbance area to 1.0 acres or more.

(a) The Contractor applies for a NPDES permit from the MPCA.

(b) A copy of the active permit has been posted on the site.

(c) The Contractor shall be responsible for all costs associated with increasing the total disturbance area to 1.0 acres or more except where the change is due to a work change that is directed by the Owner and not a result of recommendations made by the Contractor to accommodate changed work means or methods.

(d) The Contractor shall phase construction to minimize erosion and sediment potential during the project.

1.2 METHOD OF MEASUREMENT AND PAYMENT

A. Payment for all labor, equipment, materials, and supplies necessary to complete the work specified in this section will be included in the Lump Sum bid for the project or appropriate bidding section.

B. The Contractor shall not perform work that the Contractor considers Extra Work without the written approval of the Engineer.

C. No additional payment will be made for Erosion Control BMP's necessary to accommodate Contractor phasing or work methods including increased quantities, alternative methods, and turf restoration impacts.

1.3 SPECIFICATION REFERENCES

A. The following referenced Specifications will apply to this Section:

1. MnDOT 2573.

2. MnDOT 2574.

3. MnDOT 2575.

4. MnDOT 1717.

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

1.4 SUBMITTALS

A. No submittals for this section.

PART 2 - PRODUCTS

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2.1 MATERIALS

A. Bale checks will not be used.

B. Where type and rate of seed, fertilizer, and mulch are not designated on the plans or elsewhere in the specifications, the MnDOT Seed Mix and Turf Establishment recommendations for the district where the project is located will apply except that the seeding rate will be 1.5 times the MnDOT indicated rate.

PART 3 - EXECUTION

3.1 GENERAL

A. Construction and/or installation of all appropriate erosion & sediment control devices shall be completed prior to any soil disturbing activities.

B. Prior to construction, the Contractor shall observe and document the existing stormwater outfall system and discharge area. Sediment deposits not documented prior to the construction may be assumed to have originated from the project site and will be required to be removed and disposed by the Contractor.

C. Exit areas and connected roads shall be kept clean of tracking and sediment release from the site. All material will be cleaned up the sooner of within 24 hours of discovery or the end of each business day. Washing or sweeping of material into the storm sewer system will not be allowed.

3.2 CONSTRUCTION REQUIREMENTS

A. The Contractor shall control drainage, erosion, and sediment on the project including haul roads, temporary construction, waste disposal sites, plant and storage locations, and borrow pits, other than commercially operated sources.

B. If the Contractor fails to install, maintain, and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written notice to the Contractor. The Contractor shall correct the cause and alleviate all sediment deposition to the fullest extent possible within the timeframe in the written notice.

C. The Contractor shall be responsible for removing all sediment deposits including, but not limited to, drainage ways, stormwater basins, or catch basins and re-stabilize the areas where sediment removal results in exposed soil. The removal and stabilization shall take place within 7 calendar days of discovery unless precluded by legal, regulatory, or physical access restraints, regardless if a written notice has been issued by the Engineer. If precluded, removal and stabilization must take place within 7 calendar days of obtaining access. The Contractor is responsible for contacting all local, regional, state, and Federal authorities and property owners and obtaining applicable rights of entry, approvals, and/or permits.

D. **A contract deduction will be made equal to the total of all costs incurred by the Owner due to failure of the Contractor to take corrective action within the required timeframe(s). Such costs include but are not limited to labor, materials, equipment, and administrative costs.**

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

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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. The following referenced Specifications will apply to this Section:

1. CEAM 2600.
2. CEAM 2621.

B. 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

3.1 STAKING

A. Unless otherwise specified in the specific sections, Owner shall provide engineering surveys to establish reference points for construction as follows:

1. Miscellaneous: Location stakes will be provided for silt fence locations at 100.0-foot spacing. Location stakes representing clearing and grubbing limits will be provided at 100.0-foot spacing.
2. The Engineer will provide horizontal and vertical control points on the project's datum.
3. The Engineer will provide stakes indicating the right of way and/or temporary easement construction limits.
4. The Engineer will provide stakes indicating the project stationing.
5. Contractor is responsible to have all areas where stakes need to be set to be clear of debris. The contractor needs to also provide a clear line of sight for staking.
6. The Contractor shall submit staking requests a minimum two (2) working days, excluding Saturdays, Sundays, and legal holidays, prior to the date requested stakes are needed on the project. Staking requests submitted after 2pm will be recorded as being received the next business day.
7. The stakes are an integral part of the project and the Contractor shall protect and preserve all such stakes and marks, and will be charged with the expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence. Stakes that are destroyed due to vandalism, erosion or other incidents will be re-staked by the Engineer and will not be at the Contractor's expense.
8. In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Engineer of such error or inconsistency and shall not proceed with the work until such stake, grade, or mark has been verified or corrected by the Engineer.

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9. The Engineer will mark the existing boundary monuments prior to construction. The Contractor is responsible for protecting the monuments during construction. If monuments are removed the Engineer will reset them post construction at the Contractor's expense.

10. All other line and grade staking will be the responsibility of the Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc. The survey cost of establishing stakes requested by the Contractor for the convenience of the Contractor, beyond those cited as basic project control, will be charged to the Contractor or withheld from the amounts due to the Contractor.

B. Unless otherwise stated in the applicable section of the Specifications or waived by the Engineer, the Contractor shall provide Blue Tops prior to final paving for subgrade and aggregate base construction.

3.2 RECORD DOCUMENTATION

A. RECORD DRAWINGS

1. 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 must 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 must also be noted.

B. CONSTRUCTION PHOTOS

1. The Contractor shall take digital photos during the course of construction using only cameras or smart phones 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 must be sufficient to clearly depict the focal points in the photo.

2. All photos shall be submitted to the Engineer in a digital format immediately upon completion of the installation. The digital properties of the photos, such as date and time taken and GPS coordinates, must be fully intact at the time of submittal. Failure of the Contractor to maintain a set of construction photos will be reason to withhold payments.

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

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SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. This section provides information necessary to ensure the project is completed satisfactorily, all documentation is in order, and any outstanding issues are addressed before final payment and the beginning of the warranty period.

1.2 REFERENCES

A. 7.12 Record Documents of 00 72 00 – GENERAL CONDITIONS of this project manual.

B. SC-7.12 Record Documents of 00 73 00 - SUPPLEMENTARY CONDITIONS of this project manual.

C. 15.06 Final Payment of 00 72 00 – GENERAL CONDITIONS of this project manual.

D. SC-15.06 Final Payment of 00 73 00 - SUPPLEMENTARY CONDITIONS of this project manual.

E. EXHIBIT A —SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE of 00 73 00 – SUPPLEMENTAL CONDITIONS.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 RECORD DOCUMENTS

A. Record documents shall be prepared and submitted in accordance with the requirements of the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS before application for Final Payment.

3.2 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. If 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.

3.3 PROJECT ACCEPTANCE

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

3.4 FINAL PAYMENT

A. Final payment will not be made until the Contractor has complied with all requirements of the GENERAL CONDITIONS and SUPPLEMENTARY CONDITIONS of this project manual.

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

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SECTION 03 11 00 - CONCRETE FORMWORK

PART 1 -- GENERAL

1.1 THE REQUIREMENTS

A. All formwork shall comply with all the recommendations of ACI 347 “Recommended Practice for Concrete Formwork” except as modified herein.

B. The CONTRACTOR shall assume full responsibility for the design and construction of all formwork.

1.2 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards

ACI 117 Specifications for Tolerances for Concrete Construction and Materials.

ACI 301 Specifications for Structural Concrete for Buildings.

ACI 347 Recommended Practice for Concrete Formwork.

1.3 QUALITY ASSURANCE

A. The CONTRACTOR shall set and maintain concrete forms and perform finishing operations so as to ensure that the completed work conforms to the shape, line, grade, and dimensions as shown in the drawings. Formwork tolerances shall not exceed permissible deviations given in ACI 117. Use Class A formwork facing material offset. Use “very flat floor” finishing tolerance. See Section 03 30 00, 1.5 D. for additional construction tolerances. Tolerance is the specified permissible variation from lines, grades, or dimensions shown. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances.

PART 2 -- PRODUCTS

2.1 MATERIALS

A. For all concrete surfaces to be unexposed, form surfaces that will be in contact with concrete shall be of No. 2 common or better lumber or other material producing equivalent finish.

B. For all concrete surfaces to be exposed, finishes shall be as specified in Section 03 30 00 “Finish for Concrete Walls”.

C. Form ties shall be factory-fabricated, snap-off metal ties of design that will not allow form deflection and will not spall concrete upon removal. Wire ties will not be permitted. Ties shall be free of devices that will leave a hole larger than 1 inch or less than 1/2-inch in diameter in the concrete surface. The portion of the tie remaining in the concrete after removal of the exterior parts shall not project beyond the surface of the concrete and shall be at least 1-1/2 inches back from any surface of the concrete that will be exposed, painted, damp-proofed, waterproofed, or receive direct applications of plaster.

D. Forms for exposed or painted surfaces shall be coated with a form release agent before reinforcement is placed. The form release agent shall be a commercial formulation of satisfactory and proven performance that will not bond with, stain, or adversely affect concrete surfaces, and will not impair subsequent treatment of concrete surfaces. The release agent shall be used as recommended in the manufacturer’s printed or written instructions. Forms for unexposed surfaces, other than retained in-place metal forms, may be wet with water in lieu of coating immediately before placing

concrete, except that in cold weather with probable freezing temperatures, coating shall be mandatory. Surplus debonding agents on form surfaces, reinforcing steel, and construction joints shall be removed before the concrete is placed.

E. Prior to coating with the above-specified release agent, wood forms shall be sealed with a penetrating type wood sealer. The sealer shall be applied in strict accordance with the manufacturer's recommendations.

2.2 DESIGN

A. Formwork must be designed, constructed, supported, braced, and maintained so that it will safely support all dead and live loads to which it may be subjected. Formwork shall be sufficiently tight to prevent leakage of mortar so that finished concrete will conform to shapes, lines, grades, and dimensions indicated in the drawings.

B. The weight of the formwork, freshly placed concrete, workmen and equipment, rate of placement and temperature, tamping, and vibration of the concrete shall all be considered in the design of the formwork. Forms and falsework to support roof and floor slabs shall be designed for a loading of at least that required by ACI 347.

PART 3 -- EXECUTION

3.1 CONSTRUCTION

A. **Formwork** - Forms shall be designed, constructed, and maintained to ensure that after the removal of forms, the finished concrete members will have true surfaces free of deformities or bulges, conforming accurately to the indicated shapes, dimensions, lines, elevations, and positions. Recommendations given in ACI 347 shall be followed. Form surfaces that will be in contact with concrete shall be thoroughly cleaned before each use.

B. **Studs** - Studs shall be spaced to prevent deflection of form material. Forms and joints shall be sufficiently tight to prevent leakage of grout and cement paste during the placing of concrete. Joints in forms shall be arranged vertically or horizontally to conform to the pattern of the design. Insofar as practicable, the juncture of formwork panels shall occur at architectural lines and vertical control joints, including alignment with masonry control joints and construction joints. Forms placed on successive units for continuous surfaces shall be fitted to accurate alignment to ensure smooth, completed surfaces free from irregularities. Temporary openings shall be arranged in the wall and column forms and where otherwise required to facilitate cleaning and inspection. Forms shall be readily removable without impact, shock, or damage to the concrete.

C. **External Corners** - External corners of columns, girders, beams or their juncture with masonry, foundation walls projecting beyond overlying masonry, and other external corners that will be exposed shall be beveled, rounded, or chamfered by moldings placed in the forms unless the drawing specifically states that chamfering is to be omitted.

3.2 FORM TIES

A. **Embedded Ties:** Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such a manner as to leave a hole extending through the interior of the concrete members. The use of snap ties that cause spalling of the concrete upon form stripping or tie removal will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent the loss of cement paste. Where metal rods extending through the concrete are

used to support or strengthen forms, the rods shall remain embedded and shall terminate not less than 1-1/2 inches back from the formed face or faces of the concrete.

B. **Removable Ties:** Where taper ties are approved for use, after the taper tie is removed, the hole shall be thoroughly cleaned and roughened for bonding. A precast neoprene or polyurethane tapered plug shall be located at the wall centerline. The hole shall be completely filled with non-shrink or regular cement grout. Exposed faces of walls shall have at least the outer 2 inches of the exposed face filled with cement grout which shall match the color and texture of the surrounding wall surface. The CONTRACTOR shall be responsible for water-tightness and any repairs needed.

3.3 FORM REMOVAL

A. Forms shall be removed in a manner that ensures the complete safety of the structure. Where the structure as a whole is supported on shores, forms for beam and girder sides, columns, and similar vertical structural members may be removed after 48 hours, provided the concrete is sufficiently hard not to be injured thereby. Supporting forms or shoring shall not be removed until structural members have acquired sufficient strength to support safely their own weight and any construction and/or storage load to which they may be subjected, but in no case shall they be removed in less than 7 days, nor shall forms used for curing be removed before the expiration of curing period. Care shall be taken to avoid spalling the concrete surface or damaging concrete edges. Wood forms shall be completely removed.

B. Supporting forms or shoring shall not be removed until the strength of control test specimens has attained a value of at least 3,000 psi for column and 3,000 psi for all other work. Test specimens required for control tests to determine form removal time shall be provided in numbers as directed and shall be in addition to those otherwise required for concrete control. Test specimens shall be removed from molds after 24 hours and stored adjacent to that portion of the structure which they represent and shall receive, insofar as practicable, the same protection from the elements during curing as is given those portions of the structure which they represent and shall not be removed from the structure for transmittal to the laboratory prior to the expiration of three-fourths of the proposed period before removal of the forms. Care shall be exercised to ensure that the newly unsupported portions of the structure are not subjected to heavy construction or material loading.

C. Forms for all parts of the work not specifically mentioned herein shall remain in place for periods of time as determined by the ENGINEER.

D. Recommendations for shoring given in ACI 347 shall be followed for all re-shoring.

**** END OF SECTION ****

SECTION 03 20 00 - CONCRETE REINFORCEMENT

PART 1 -- GENERAL

1.1 THE REQUIREMENTS

A. CONTRACTOR shall include all the necessary ties, chairs, and accessories required for support and spacing of the reinforced steel, reinforcement in masonry bond beams, all mesh columns, and end reinforcing as detailed.

B. All concrete and steel have been designed to conform with ACI 318, and details on all steel shall conform therewith and with Chapter 5 of ACI 301.

C. Fabrication tolerances, placement, detailing, and estimating practice shall be in accordance with the "Manual of Standard Practice", latest edition of the CRSI, and as covered in Chapter 8, "Placing Reinforcing Bars".

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01 33 00 - Submittals

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards

ACI 301	Specifications for Structural Concrete
ACI 315R	Guide to Presenting Reinforcing Steel Design Details
ACI 318	Building Code Requirements for Structural Concrete
A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM A615	Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
AWS D1.4	Structural Welding Code – Steel Reinforcing Bars

1.4 SUBMITTALS

A. CONTRACTOR shall submit shop drawings to the ENGINEER in accordance with Section 01 33 00 for approval prior to fabrication. Sizes, dimensions for fabrication and diagram for placement of bars, and type and location of all accessories shall be indicated. No fabrication shall proceed on any section until approved drawings are received on such section.

PART 2 -- PRODUCTS

2.1 MATERIALS

A. Deformed Billet steel bars shall conform to ASTM A615, Grade 60, as shown in engineering notes on the structural detail plans.

B. Welded steel wire shall conform to ASTM A1064. Wire size and location are shown on the plans.

C. Chairs for slabs exposed to view shall be plastic-coated steel, or approved equal, to prevent rust stains on the exposed concrete.

2.2 SPACERS

A. Provide spacers with tie wire at proper intervals to hold slab bars in position and to raise them above forms to distances shown. Support reinforcing on bolsters or chairs and carrying bars whether or not specifically called for in drawings. Provide wire bar type supports complying with ACI 315R, unless otherwise indicated. Do not use wood, brick, and other unacceptable materials.

PART 3 -- EXECUTION

3.1 FABRICATION

A. Reinforcing bars shall be bent cold, in the shop, with proper equipment for making cold bends. Field bending of reinforcement will not be allowed.

3.2 CLEANING AND STORAGE

A. Reinforcement upon delivery and before installation shall be cleaned and free of rust, scale, dirt, grease, oil, snow, ice, etc.

B. Reinforcement shall be protected from rusting in storage. Steel having deposits of scale will be rejected.

3.3 PLACEMENT

A. Reinforcement shall be placed accurately according to the plans and secured in position by approved accessories. The minimum clear distance between parallel bars shall not be less than 1-1/2 times the normal size of the coarse aggregate and shall be as required by ACI 318.

B. No splices of reinforcement shall be made except as shown on the plans or as specified or authorized by the ENGINEER. Reinforcing shall be kept in the proper position during concrete placement.

3.4 REINFORCEMENT COVER

A. The reinforcement shall be protected by the thickness of concrete indicated on the plans. Where not shown otherwise, concrete coverage over the reinforcement shall be as follows:

Location of Reinforcement	Cover
Surfaces where concrete is deposited directly against the ground (footings)	3” Clear bottom and sides
Formed surfaces exposed to the ground, water, or weathering (walls)	2” - Both faces
Beams, girders, and columns	1-1/2” - Clear to ties or stirrups
Joists, slabs	1” Bottom and top

B. Exposed reinforcing bars intended for bonding with future extensions shall be protected from corrosion by concrete or other adequate approved coverings, or as shown in the drawings.

**** END OF SECTION ****

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 -- GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specifications Sections, apply to this Section.

1.2 SUMMARY

A. This section specifies cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:

1. Drilled Pier Foundations

1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement and fly ash subject to compliance with requirements.

1.4 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, and supports for concrete reinforcement.

1.5 QUALITY ASSURANCE

A. Installer Qualification: A qualified installer who employs project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician

B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products that comply with ASTM C 94/C 94M requirements for production facilities and equipment.

1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.

1. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.

2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician – Grade 1. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician – Grade II.

D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.

E. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:

1. ACI 301, “Specification for Structural Concrete” - Sections 1 through 5.

2. ACI 117, “Specifications for Tolerances for Concrete Construction and Materials”.

F. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and design concrete mixtures.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

PART 2 -- PRODUCTS

2.1 MANUFACTURERS

A. In other Part 2 articles where the titles below introduce lists, the following requirements apply to product selection:

1. Manufacturers: Subject to compliance with requirements, provide products by one of the manufacturers specified.

2.2 FORM-FACING MATERIALS

A. Rough-formed finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for a tight fit.

B. Chamfer Strips: Wood, metal, PVC, or rubber strips, ¾ by ¾ inch, minimum.

C. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

D. Form-Release Agent: Commercially formulated form-release agent that will not bond with stain or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

2.3 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

2.4 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut bars true to length with ends square and free of burrs.

B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI’s “Manual of Standard Practice”, of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view where legs of wire bar support contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.

2. For epoxy-coated reinforcement, use epoxy-coated or another dielectric-polymer-coated wire bar supports.

3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.

2.5 CONCRETE MATERIALS

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout the Project:

1. Portland Cement: ASTM C 150, Type I, gray. Supplement with the following:

(a) Fly Ash: ASTM C 618, Class C or F.

B. Normal-Weight Aggregates: ASTM C 33, course aggregate or better, graded. Provide aggregates from a single source with documented service record data of at least 10 years' satisfactory service in similar applications and service conditions using similar aggregates and cementitious materials.

1. Maximum Coarse Aggregate: Final grading shall conform to the requirements of ASTM C33.

2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

C. Water: ASTM C 94/C 94M and potable.

2.6 ADMIXTURES

A. Air-Entraining Admixture: ASTM C 260.

B. Chemical Admixtures: Provide admixtures certified by the manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C494M, Type A.

2. Retarding Admixture: ASTM C494/C494M, Type B.

3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.

4. High-Range, Water-Reducing Admixture: ASTM C494/C494M, Type F.

5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.

6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.7 CURING MATERIALS

A. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet

B. Water: Potable

2.8 RELATED MATERIALS

A. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene-butadiene.

2.9 CONCRETE MIXTURES, GENERAL

A. Prepare certified design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Use fly ash, as needed to reduce the total amount of Portland cement, which would otherwise be used. Limit percentage, by weight, of cementitious materials other than Portland cement in concrete as follows:

1. Fly Ash: 25 percent.

C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.

D. Admixtures: Use admixtures according to the manufacturer's written instructions.

1. Use water-reducing, high-range water-reducing, or plasticizing admixture in concrete, as required, for placement and workability.

2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.

2.10 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Slabs-on-Grade: Proportion the normal-weight concrete mixture as follows:

1. Minimum Compressive Strength: 4000 psi at 28 days.

2. Maximum Water-Cementitious Materials Ratio: 0.50.

3. Slump Limit: 4 inches, plus or minus 1 inch.

4. Air Content: 6.5 percent, plus or minus 1.5 percent at the point of delivery for 1-inch or ¾-inch nominal maximum aggregate size. No air shall be used on interior concrete slabs that are not subject to freeze and thaw effects.

2.11 FABRICATING REINFORCEMENT

A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice".

2.12 CONCRETE MIXING

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116, and furnish batch ticket information.

1. When the air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when the air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

PART 3 -- EXECUTION

3.1 FORMWORK

A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until the structure can support such loads.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.

C. Construct forms tight enough to prevent loss of concrete mortar.

D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.

2. Do not use rust-stained steel form-facing material.

E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

F. Provide temporary openings for cleanouts and inspection ports where the interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

G. Do not chamfer exterior corners and edges of permanently exposed concrete.

H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and debris just before placing concrete.

J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

K. Coat contact surfaces of forms with a form-release agent, according to the manufacturer's written instruction, before placing reinforcement.

3.2 STEEL REINFORCEMENT

A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.

B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.

D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.

3.3 JOINTS

A. General: Construct joints true to line with faces perpendicular to the surface plane of concrete.

B. Construction Joints: Install so the strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.

1. Place joints perpendicular to the main reinforcement. Continue reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.

2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.

3.4 CONCRETE PLACEMENT

A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.

B. Do not add water to concrete during delivery, at the project site, or during placement unless approved by Engineer.

C. Before test sampling and placing concrete, water may be added at the project site, subject to limitations of ACI 301.

1. Do not add water to the concrete after adding high-range water-reducing admixtures to the mixture.

D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.

1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.

2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.

3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate the placed layer and at least 6 inches into the preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit the duration of vibration to the time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.

E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.

1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.

2. Maintain reinforcement in position on chairs during concrete placement.

3. Screed slab surfaces with a straightedge and strike off to correct elevations.

4. Slope surfaces uniformly to drains where required.

5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess bleed water appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When the average high and low temperatures are expected to fall below 40 deg F for three successive days, maintain the delivered concrete mixture temperature within the temperature range required by ACI 301.

2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

G. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F at the time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided the water equivalent of ice is calculated to the total amount of mixing water. Using liquid nitrogen to cool concrete is the Contractor's option.

2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.5 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

B. Related Unformed Surfaces: At the tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.6 MISCELLANEOUS CONCRETE ITEMS

A. Filling In: Fill in holes and openings left in concrete structures, unless otherwise indicated, after work of other trades is in place. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

3.7 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.

B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs.

C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture-Retaining-Cover Curing: cover concrete surfaces with moisture-retaining cover for curing concrete, placed in the widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during the curing period using cover material and waterproof tape.

(a) Moisture cure or use moisture-retaining covers to cure concrete surfaces.

3.8 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part Portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins, and other objects on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than ½ inch in any dimension in solid concrete, but not less than 1 inch in depth. Make edges of cuts perpendicular to the concrete surface. Clean, dampen with water, and brush-coat holes and voids with the bonding agent. Fill and compact with patching mortar before the bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with the bonding agent.

2. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement so that, when dry, patching mortar will match the surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than the surrounding surface.

3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Engineer.

D. Repairing Unformed Surfaces: Test unformed surfaces such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, pop-outs, honeycombs, rock pockets, crazing, and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.

2. After the concrete has cured for at least 14 days, correct high areas by grinding.

3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing them with patching mortar. Finish repaired areas to blend into adjacent concrete.

4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix and apply repair underlayment and primer according to the manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.

5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low elevations. Prepare, mix, and apply repair topping and primer according to the manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.

6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a ¾-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply a bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in the same manner as adjacent concrete.

7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply a bonding agent. Place patching mortar before the bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to Engineer's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to Engineer's approval.

3.9 FIELD QUALITY CONTROL

A. Testing and Inspecting: The Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.

B. Inspections:

1. Steel reinforcement placement.
2. Steel reinforcement welding.
3. Headed bolts and studs.
4. Verification of use of required design mixture.
5. Concrete placement, including conveying and depositing.
6. Curing procedures and maintenance of curing temperature.
7. Verification of concrete strength before removal of shores and forms from beams and slabs.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
   (a) When the frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
3. Slump: ASTM C 143/C 143M; one test at the point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
5. Concrete Temperature: ASTM C 1064/C 1064M: one test hourly when the air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
6. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
7. Compression Test Specimens: ASTM C 31/C 31M.
   (a) Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample.
   (b) Cast and field cure two sets of two standard cylinder specimens for each composite sample.

8. Compressive-Strength Tests: ASTM C 39/C 39M; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
    (a) Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
    (b) A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from the same composite sample and tested at the age indicated.
9. When the strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, the Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
11. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of the concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
12. Nondestructive Testing: Impact hammer, sonoscope, and other non-destructive devices may be permitted by Engineer but will not be used as the sole basis for approval or rejection of concrete.
13. Additional Tests: The testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Engineer. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Engineer.
14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

****END OF SECTION****

SECTION 05 00 00 - STRUCTURAL METAL

PART 1 -- GENERAL

1.1 THE REQUIREMENTS

A. The requirements of the General Conditions and the Special Provisions shall apply to the work under this section.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 05 50 00 - Miscellaneous Metal

1.3 DEFINITION

A. **Structural Steel** - Structural steel for this project shall be as defined by the American Institute of Steel Construction in the Code of Practice, most current edition, and shall also include specific items identified in the drawings as “Structural Steel”.

1.4 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Specifications:

1. Design, fabrication, and erection of structural steel shall be according to “Specifications for Structural Steel for Buildings” adopted July 7, 2016, and according to the “Code of Standard Practice for Steel Buildings and Bridges” most current edition, all by the American Institute of Steel Construction, 130 East Randolph Street, Suite 2000 Chicago, IL 60601-6204, referred to hereinafter as AISC.

2. Those steel surfaces and connections which will remain exposed and subject to normal view by pedestrians or occupants in the completed structure shall be designed, fabricated, and erected according to the AISC “Specification for Architecturally Exposed Structural Steel”, most current edition.

3. The details of all joints, the technique of welding employed, the appearance and quality of welds made, and the methods used in correcting defective work shall conform to the requirements of the AISC Specification listed above and of the “Code of Arc and Gas Welding in Building Construction” of the American Welding Society.

B. Commercial Standards:

ASTM A 36	Specification for structural steel
ASTM A 992	Specifications for structural steel
ASTM A 325	Specification for high-strength bolts for structural steel joints
ANSI/AWS D1.1	Structural Welding Codes - Steel.

1.5 QUALITY ASSURANCE

A. The shop and field welding of structural joints shall be done by personnel qualified according to the “Standard Qualification Procedure” of the American Welding Society.

1.6 CONTRACTOR SUBMITTALS

A. Contractor shall electronically submit shop drawings as described in Section 01 33 00 for all structural steel. All fabrication information for components, size and weight of members, type and location of shop and field connections, type, size, and extent of all welds, use welding symbols of the American Welding Society, and welding sequence when required shall be indicated.

PART 2 -- PRODUCTS

2.1 MATERIAL

A. Structural steel shall conform to ASTM A992 or ASTM A36 as indicated on the structural drawings. The steel shall be new, without rust or scale, and shall be full-length pieces with no built-up lengths, crops, or stubs permitted.

B. Bolts shall conform to ASTM A325, high-strength bolts, and shall be three-quarters of an inch in diameter unless otherwise indicated.

C. Filler metal for welding shall be in accordance with the following:

1. Welding electrodes for manual 64T shielded Metal-Arc welding shall conform to ASTM A233 or E70 series.

2. Bar electrodes for granular flux used in the submerged-arc process shall conform to Paragraph 1.17.3 of AISC Specifications for Structural Steel for Building.

D. Non-metallic, non-shrink grout shall be Master Flow 713 by Master Builders Company, or equal.

2.2 FABRICATION

A. Workmanship shall conform to best practice and be accomplished by skilled mechanics trained in their trade.

B. Steel members shall be punched and drilled for attachment of materials as required by project conditions.

C. Shop connections may be welded, riveted, or bolted. Welded and/or bolted field connections shall be provided as indicated in the drawings.

2.3 SHOP PAINTING

A. Steel shall be thoroughly cleaned of all loose mill scale, rust spatter, slag or flux deposit, oil, dirt, and other foreign matter. One coat of shop paint shall be applied as specified above to all surfaces, except as follows:

1. Machined surfaces, surfaces that are to be encased in concrete, surfaces that are to receive sprayed-on fire-proofing, and edges and surface areas adjacent to field welds shall not be painted.

2. Parts and surfaces which will be inaccessible after assembly or erection other than those surfaces listed above shall have two coats of paint. A differentiating color for the second coat shall be used.

B. Surfaces must be dry when the paint is applied.

C. Machined or milled surfaces shall be protected from corrosion by a suitable coating.

PART 3 -- EXECUTION

3.1 INSPECTION

A. All materials and workmanship to be furnished under this section shall be subject to inspection in the mill, shop, and field by the Engineer, or by qualified inspectors retained by the OWNER.

B. Inspection will be conducted without expense to the Contractor; however, inspection shall not relieve the Contractor of his responsibility to furnish materials and workmanship in accordance with contract requirements.

3.2 ERECTION

A. Erection and welding shall conform to the standards listed in Paragraph 1.4 above. Field cutting of structural steel is not permitted without the express permission of the structural engineer for each instance.

B. Column base plates and leveling plates shall be set level to correct elevations and temporarily supported on wedges or shims of steel until the supported members have been plumbed and grouted solid under the entire bearing area with non-shrink grout as specified in Paragraph 2.1, Item D. Templates shall be furnished or constructed on the job as required for the proper setting of anchors and bearing plates. During the progress of the work, the Contractor shall make periodic checks to see that a proper set is maintained.

C. Framing shall be erected true and plumb. All work during the progress of erection shall be securely connected to resist all dead load, wind, and erection stress, including loads from erection equipment and its operation. The Contractor shall provide all necessary temporary bracing, leaving it in place as long as required for safety, then remove it at the proper time.

D. Vertical plumbness deviation for individual members shall not exceed one five-hundredth of the clear height of the member.

E. Immediately after erection, field connections, weld burns, and abraded surfaces shall be repainted. Loose and scaling paint shall be removed by scraping and wire brushing to sound metal spot prime as necessary. Paint shall not be applied when temperatures are below 50°F, or when surfaces are damp or frosted.

**** END OF SECTION ****

SECTION 05 50 00 - MISCELLANEOUS METALWORK

PART 1 -- GENERAL

1.1 THE REQUIREMENTS

A. CONTRACTOR shall provide all hangers, rods, bars, plates, bolts, nuts, screws, anchors, sleeves, brackets, rivets, welds, lugs, accessories, etc., required to complete work of this section and join to work of others, and shall do all bracing, blocking, cutting, fitting, drilling, tapping, leadings, etc., required to complete work and join to work of others.

B. CONTRACTOR shall make all preparations for hardware to be applied to work of this section, including reinforcing, mortising, drilling, and tapping.

C. CONTRACTOR shall coordinate work with other suppliers and subcontractors; obtain their approved shop drawings where necessary or obtain any necessary additional detailed information regarding mounting conditions or other aspects of related work.

D. Dimensions shall be verified in the field prior to fabrication.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Section 03 30 00 Cast-in-Place Concrete

B. Section 05 00 00 Structural Metal

1.3 DEFINITION

A. **Miscellaneous Metal**: for this project, all other metal products not specified elsewhere and not included under the definition of structural steel in Section 05 00 00 shall be identified as Miscellaneous Metal.

1.4 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards:

ASTM A36	Specification for Structural Steel
ASTM A53	Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated Welded and Seamless
ASTM A123	Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A153	Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A307	Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile
ASTM A563	Specification for Carbon and Alloy Steel Nuts
ASTM F593	Specification for stainless steel bolts, hex cap screws, and studs
ASTM F594	Specification for stainless steel nuts
ANSI/AWS D1.1	Structural Welding Code - Steel

NFPA 101 Life Safety Code

1.5 QUALITY ASSURANCE

A. Unless otherwise specified, all work shall be performed in accordance with the published recommendation of the National Association of Architectural Metal Manufacturers (NAAMM).

1.6 CONTRACTOR SUBMITTALS

A. Shop drawings shall be submitted electronically as described in Section 01 33 00. Shop drawings shall show all work to be fabricated with all construction details shown in an appropriate scale, methods of attachment to other materials, finishes, dimensions, shop welds and grinding of welds, field assembly joints, etc. CONTRACTOR shall verify dimensions at the project site as required.

PART 2 -- PRODUCTS

2.1 MATERIALS

A. In fabricating items that will be exposed to view, limit materials to those which are free from surface blemishes, pitting, rolled trade names, and roughness.

B. Comply with the following standards, as pertinent.

1. Steel plates, shapes, and bars: ASTM A36;
2. Steel plates to be bent or cold-formed: ASTM A283, Grade C;
3. Steel tubing (hot-formed, welded, or seamless): ASTM A501;
4. Steel pipe: ASTM A53, Grade A, Schedule 80, hot-dip galvanized finish unless otherwise noted;
5. Grout: As specified in Section 03 30 00;

2.2 BOLTS AND ANCHORS

A. **Standard Service Bolts:** Except where otherwise shown or specified, all bolts, anchor bolts, and nuts shall be steel, galvanized after fabrication as specified herein. Threads on galvanized bolts and nuts shall be formed with suitable taps and die such that they retain their normal clearance after hot-dip galvanizing. Except as otherwise specified herein, steel for bolts, anchor bolts, and cap screws shall be in accordance with the requirements of ASTM A-307 Grade A or B, or threaded parts of ASTM A-36.

2.3 CORROSION PROTECTION

A. Unless otherwise shown, miscellaneous metal work of fabricated steel which will be used in an exterior environment shall be hot-dip galvanized after fabrication or painted as directed by the ENGINEER.

2.4 PROTECTIVE SHOP TREATMENT

A. Steel and iron surfaces shall be cleaned and free of all mill scale, rust, and foreign matter by wire brushing, scraping, sandblasting, or flame cleaning. Grease and oil shall be removed with solvent; dust and dirt shall be removed with an air blast or brush.

PART 3 -- EXECUTION

3.1 WELDING

A. **Method:** All welding shall be by the metal-arc method or gas-shielded arc method as described in the American Welding Society's "Welding Handbook" as supplemented by other pertinent standards of the AWS. Qualification of welders shall be in accordance with the AWS Standards governing the same.

B. **Quality:** In assembly and during welding, the component parts shall be adequately clamped, supported, and restrained to minimize distortion and control dimensions. Weld reinforcement shall be as specified by the AWS Code. Upon completion of welding, all weld splatter, flux, slag, and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance, with uniform weld contours and dimensions. All sharp corners of material that are to be painted or coated shall be ground to a minimum of 1/32-inch on the flat.

3.2 GALVANIZING

A. All structural steel plates, shapes, bars, and fabricated assemblies required to be galvanized shall, after the steel has been thoroughly cleaned of rust and scale, be galvanized in accordance with the requirements of ASTM A-123. Any galvanized part that becomes warped during the galvanizing operation shall be straightened. Bolts, anchor bolts, nuts, and similar threaded fasteners, after being properly cleaned, shall be galvanized in accordance with the requirements of ASTM A-153. Field repairs to galvanizing shall be made using **"Galvinox," "Galvo-Weld," or equal**.

**** END OF SECTION ****

APPENDIX

CITY OF ELK RIVER

CONSTRUCTION PLANS FOR

PT COMPLEX PLAYGROUND NETTING



NOTE: EXISTING UTILITY INFORMATION IS NOT SHOWN ON THIS PLAN. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL , 1-800-252-1166 OR 651-454-0002.

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Autodesk Docs://Elk River PT Complex/143757 Elk River PT Complex Structural.rvt

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DRAWN	JCG
CHECKED	JCG
CLIENT PROJ. NO.	26X.143757

NO.	ISSUED FOR	DATE

CITY OF ELK RIVER
PT COMPLEX PLAYGROUND NETTING
TITLE AND LOCATION MAP

SHEET
G0.00

GENERAL NOTES:

1. TYPICAL STRUCTURAL DETAILS AND NOTES SHALL APPLY UNLESS NOTED OTHERWISE ON THE DRAWINGS.
2. EXAMINE SITE AND DRAWINGS TO DETERMINE LOCATIONS AND DIMENSIONS OF UTILITIES, AND SITE IMPROVEMENTS.
3. BEFORE CONSTRUCTION FABRICATION AND ERECTION OF ANY MATERIALS, CONTRACTOR SHALL FIELD VERIFY ALL EXISTING ELEVATIONS, DIMENSIONS AND CONDITIONS AS SHOWN ON THE DRAWINGS AND REPORT DISCREPANCIES TO THE ENGINEER AT ONCE FOR RESOLUTION.
4. ALL DIMENSIONS, LOCATIONS, ELEVATIONS AND CONDITIONS OF EXISTING STRUCTURES SHOWN ON THE CONTRACT DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
5. THE STRUCTURAL DESIGN IS BASED ONLY ON THE STRUCTURE IN ITS COMPLETED STATE. CONTRACTORS AND THEIR SUBCONTRACTORS SHALL TAKE WHATEVER PRECAUTIONS ARE NECESSARY TO WITHSTAND ALL HORIZONTAL AND VERTICAL LOADING THAT MAY BE ENCOUNTERED DURING THE CONSTRUCTION PROCESS PRIOR TO THE COMPLETION OF THE STRUCTURE.
6. WRITTEN DISTANCES & ELEVATIONS SHALL GOVERN OVER SCALED DISTANCES & ELEVATIONS.
7. ELEVATIONS ARE BASED ON THE BENCH MARKS NOTED ON THE DRAWINGS.
8. NETTING IS TO BE REMOVED DURING WINTER MONTHS

DESIGN CRITERIA & LOADING NOTES:

1. CODE: 2018 INTERNATIONAL BUILDING CODE (IBC),
   AS AMENDED BY THE 2020 MINNESOTA STATE BUILDING CODE (MSBC).
2. DESIGN LOADING

DEAD LOADS (D)		
MATERIALS		CALCULATED
SNOW LOADS (S)		
P_g	INCIDENTAL SNOW LOAD	5 PSF (NETTING REMOVED DURING WINTER)
WIND LOAD (W)		
V	BASIC WIND SPEED	109 MPH (3 SECOND GUST)
V_{asd}	ASD WIND SPEED (V*√(0.6))	84 MPH
RISK (OCCUPANCY) CATEGORY		II
EXPOSURE CATEGORY		B
GC_{pi}	INTERNAL PRESSURE COEFFICIENT	+/- 0.00

MATERIAL NOTES:

REINFORCED CONCRETE:	
CONCRETE:	4000 PSI @ 28 DAYS AIR CONTENT: 6.5% ± 1.5% W/C+P: 0.42
REINFORCEMENT BARS:	
DEFORMED BARS	ASTM A615, GRADE 60
STRUCTURAL STEEL MATERIALS:	
HOLLOW STRUCTURAL SECTIONS	
STEEL PIPE	ASTM A53, GRADE B, Fy = 35 KSI
OTHER STEEL SHAPES	ASTM A36, Fy = 36 KSI
STRUCTURAL BOLTS	ASTM F3125, Grade A325
WELD FILLER MATERIAL	70 KSI
NETTING MATERIALS:	
BASEBALL BATTING CAGE NETTING	#36 POLYETHYLENE 1-3/4" SQ MESH
CABLE	3/8" GALVANIZED WIRE ROPE (7X19)

STEEL NOTES:

1. ALL STRUCTURAL STEEL SHALL BE FABRICATED AND ERECTED IN CONFORMANCE WITH THE LATEST AISC SPECIFICATION PARTS 1 THRU 4 AND THE "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS".
2. ALL WELDING SHALL BE DONE BY AWS CERTIFIED WELDERS. ALL WELDING SHALL BE PERFORMED WITH FILLER METAL HAVING A MINIMUM TENSILE STRENGTH OF 70 KSI. WELDING SHALL CONFORM TO THE PROVISIONS OF THE LATEST STRUCTURAL WELDING CODE (AWS D1.1).
3. ALL WELDING SHALL BE BY WELDERS HOLDING CURRENT VALID CERTIFICATES IN THE TYPE OF WELDING REQUIRED.
4. REPAIR ALL DAMAGED GALVANIZED SURFACES IN ACCORDANCE WITH ASTM A780.
5. REINFORCING BARS OTHER THAN ASTM A706 SHALL NOT BE WELDED OR TACK WELDED TO OTHER BARS OR TO PLATES, ANGLES, ETC. UNLESS SPECIFICALLY APPROVED BY THE ENGINEER. WELDING SHALL CONFORM TO THE REQUIREMENTS OF AWS D1.4. WELDING SHALL BE DONE BY AWS CERTIFIED WELDERS QUALIFIED FOR WELDS USING APPROVED ELECTRODES.
6. ANCHOR BOLTS EMBEDDED IN CONCRETE SHALL BE ACCURATELY POSITIONED WITH A TEMPLATE AND SECURED TO PREVENT MOVEMENT DURING CONCRETE PLACEMENT OPERATIONS.
7. ALL STRUCTURAL STEEL TO BE HOT-DIPPED GALVANIZED IN ACCORDANCE WITH ASTM A123.
8. STRUCTURAL STEEL DESIGN AND CONSTRUCTION SHALL CONFORM TO AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS, ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN" AND AISC "CODE OF STANDARD PRACTICE" LATEST EDITIONS.
9. BOLTED CONNECTIONS SHALL BE 3/4", A325 BEARING TYPE WITH THREADS INCLUDED IN THE SHEAR PLANE AND AS SUCH NEED TO BE TIGHTENED IN PROPERLY ALIGNED HOLES TO A SNUG TIGHT CONDITION AS DEFINED BY THE LATEST EDITION OF AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS" UNO.
10. CONNECTIONS SHALL BE AS SHOWN ON THE DRAWINGS. WHERE REACTIONS ARE SHOWN, BUT CONNECTIONS ARE NOT DETAILED THE FABRICATOR SHALL SIZE AND DETAIL ON THE FIRST SUBMITTAL OF SHOP DRAWINGS.
11. WHERE CONNECTIONS OR REACTIONS ARE NOT SHOWN ON THE DRAWINGS THE FABRICATOR SHALL PROVIDE CONNECTION TO SUPPORT 1/2 OF THE TOTAL UNIFORM LOAD CAPACITY SHOWN IN THE TABLES OF THE UNIFORM LOAD CONSTANTS, PART 2 FOR THE GIVEN BEAM, SPAN AND GRADE OF STEEL SPECIFIED.
12. SLOTTED HOLES INDICATED IN THE DRAWINGS ARE INTENDED TO ALLOW MOVEMENT AND SHOULD BE INSTALLED AS INDICATED. WHERE SLOTTED HOLES WERE NOT DETAILED, BUT CHOSEN BY THE FABRICATOR FOR ERECTION TOLERANCE OR OTHERWISE. ASTM A325-SC BOLTS SHALL BE INSTALLED IN ACCORDANCE WITH AISC "SPECIFICATION FOR STRUCTURAL JOINTS USING ASTM A325 OR A490 BOLTS".
13. THE STEEL ERECTOR SHALL PROVIDE TEMPORARY SUPPORTS UNTIL FINAL STABILITY IS ESTABLISHED. AS A MINIMUM, TEMPORARY SUPPORTS SHALL BE PROVIDED AT EACH GRID IN BOTH DIRECTIONS.

CONCRETE NOTES:

1. REINFORCING BARS SHALL HAVE THE FOLLOWING CONCRETE COVER UNLESS NOTED OTHERWISE.

FOOTINGS AND OTHER UNFORMED SURFACES	3"
CONCRETE EXPOSED TO EARTH, WEATHER OR FLUIDS	
#6 BARS OR LARGER	2"
#5 BARS OR SMALLER	1-1/2"

   CAST-IN-PLACE CONCRETE SHALL NOT BE PLACED IN STANDING WATER, ON FROZEN SOIL OR ON FROZEN CONCRETE.
2. BEVEL ALL EXPOSED CORNERS OF CONCRETE 3/4" x 3/4".

FOUNDATION & SOIL NOTES:

1. FOUNDATION DESIGN IS BASED ON REQUIREMENTS OF GEOTECHNICAL EVALUATION
   A. REPORT NO. B2500211 & ADDENDUM
   B. DATED: ORIG: 02/25/2024, ADD: 04/04/2025
   C. PREPARED BY: BRAUN INTERTEC CORPORATION
2. A GEOTECHNICAL REPRESENTATIVE IS TO OBSERVE THE EXCAVATIONS TO MAKE NECESSARY FIELD JUDGEMENTS REGARDING THE SUITABILITY OF THE SOILS AND RELATIVE COMPACTION OF BOTTOM OF FOOTING GRADE.
3. A REGISTERED LICENSED GEOTECHNICAL ENGINEER IS TO DIRECT THE SPECIAL INSPECTIONS OF ENGINEERED FILL PLACEMENT
4. THE GEOTECHNICAL ENGINEER SHALL REVIEW AND APPROVE FOUNDATION BEARING SURFACES PRIOR TO THE PLACEMENT OF FOOTINGS OR FOUNDATION.
5. PROVIDE A MINIMUM OF 3'-6" OF SOIL COVER AT ALL HEATED STRUCTURE EXTERIOR WALL FOOTINGS
6. PROVIDE A MINIMUM OF 5'-0" OF SOIL COVER AT ALL UNHEATED STRUCTURE FOOTINGS.
7. PROTECT FOUNDATION SOILS FROM FREEZING DURING CONSTRUCTION.
8. SOIL BEARING PRESSURES:
   A. ALLOWABLE SOIL BEARING PRESSURE: 1,500 PSF
   B. ALLOWABLE LATERAL BEARING PRESSURE: 100 PSF/FT (IBC 2018 TABLE 1806.2)
   C. BEARING CAPACITY FAILURE FACTOR OF SAFETY: 3.0
9. COMPLETE REMOVAL OF UNSUITABLE MATERIALS FROM BELOW THE BUILDING'S FLOOR AND FOUNDATION. UNSUITABLE MATERIALS INCLUDE TOP SOIL, FROZEN MATERIALS, ORGANIC SOILS, EXISTING STRUCTURES, EXISTING UTILITIES, VEGETATION, AND SOFT/LOOSE SOILS.
10. REMOVING UNSUITABLE MATERIALS BELOW THE FOUNDATION
11. SPREAD ENGINEERED FILL IN LOOSE LIFTS APPROXIMATELY 8 TO 12 INCHES THICK AND COMPACT TO STANDARD PROCTOR DENSITIES. REFER TO COMPACTION RECOMMENDATIONS BY GEOTECHNICAL ENGINEER.
12. PLACE FILL AND BACKFILL AND COMPACT TO FOLLOWING MAXIMUM STANDARD PROCTOR DENSITIES UNLESS NOTED OTHERWISE IN THE SPECIFICATION:

LOCATION	DENSITY
FILL BELOW FOOTINGS	98%

NEW WORK IN CONJUNCTION WITH EXISTING CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL VERIFY BY FIELD VERIFYING, ALL SIZES, DIMENSIONS, ELEVATIONS, LOCATIONS, ETC. OF ELEMENTS OF THE EXISTING CONSTRUCTION WHICH ARE RELATIVE TO THE NEW CONSTRUCTION PRIOR TO COMMENCING RELATED TO NEW WORK.
2. ALL DIMENSIONS INVOLVING NEW WORK TYING INTO OR GOVERNED BY EXISTING CONSTRUCTION SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND FURNISHED TO THE SUBCONTRACTOR PRIOR TO FABRICATION OF ANY WORK. THE VERIFIED DIMENSIONS SHALL APPEAR AND BE NOTED AS SUCH ON THE FIRST SHOP DRAWING SUBMITTED.
3. THE ENGINEER HAS MADE ASSUMPTIONS CONCERNING THE SOUNDNESS OF THE EXISTING SITE. THE CONTRACTOR SHALL TAKE PRECAUTIONS CONCERNING PRESERVATION OF THE SITE DURING DEMOLITION AND NEW CONSTRUCTION WORK. FURTHER THEY SHALL AGREE TO ASSUME ALL RESPONSIBILITY FOR THE PRESERVATION OF THIS PROPERTY.
4. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES BETWEEN CONSTRUCTION DOCUMENTS AND ACTUAL FIELD CONDITIONS.

SPECIAL INSPECTIONS NOTES:

1. SPECIAL INSPECTIONS WILL BE PERFORMED IN ACCORDANCE WITH CHAPTER 17 OF THE IBC, THE DRAWINGS AND THE PROJECT SPECIFICATIONS. THE INSPECTIONS WILL BE PERFORMED BY A QUALIFIED INSPECTOR.
   A. CONCRETE CONSTRUCTION
   B. FABRICATORS, EXCEPT WHEN FABRICATOR MAINTAINS ONGOING INSPECTIONS BY AN APPROVED INDEPENDENT INSPECTION OR QUALITY CONTROL AGENCY.
   C. SOILS
   D. STEEL CONSTRUCTION
2. CONTRACTOR SHALL REVIEW AND SIGN "STATEMENT OF SPECIAL INSPECTION AND TESTING" ACKNOWLEDGING THE SPECIAL INSPECTION AND TESTING REQUIREMENTS FOR THE PROJECT PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE ACCESS FOR SPECIAL INSPECTORS AND ALL OTHER PERTINENT PARTIES NECESSARY TO JOB SITE AND TO APPROVED DRAWINGS AND SPECIFICATIONS.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING DEFICIENCIES IDENTIFIED IN THE INSPECTION AND/OR TESTING REPORTS IN A TIMELY MANNER.

CABLE AND NETTING NOTES:

1. PROVIDE #36 KNOTLESS POLYETHYLENE SPORTS NETTING, UV STABILIZED, BLACK, 1-3/4 INCH SQUARE MESH. INSTALL PER MANUFACTURER'S RECOMMENDATIONS AND SECURELY ATTACH TO ALL SUPPORT CABLES AND FRAMING MEMBERS.
2. ALL SUPPORT CABLES SHALL BE 3/8-INCH DIAMETER GALVANIZED STEEL WIRE ROPE, ASTM A1023 OR APPROVED EQUIVALENT.
3. GALVANIZED CABLE SHALL HAVE A MINIMUM BREAKING STRENGTH OF 14,400 LBS FOR 7X19 CONSTRUCTION UNLESS OTHERWISE SPECIFIED ON THE DRAWINGS.
4. ALL CABLE FITTINGS, CLIPS, THIMBLES, TURNBUCKLES, SHACKLES, EYEBOLTS, AND RELATED HARDWARE SHALL BE HOT-DIP GALVANIZED OR STAINLESS STEEL COMPATIBLE WITH GALVANIZED CABLE.
5. CABLE INSTALLATION SHALL CONFORM TO THE MANUFACTURER'S RECOMMENDATIONS AND APPLICABLE INDUSTRY STANDARDS FOR WIRE ROPE ASSEMBLIES.
6. PROVIDE THIMBLES AT ALL CABLE LOOP TERMINATIONS. WIRE ROPE CLIPS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S REQUIREMENTS. PROVIDE A MINIMUM OF THREE (3) CLIPS AT EACH TERMINATED END UNLESS OTHERWISE REQUIRED BY THE MANUFACTURER.
7. TURNBUCKLES SHALL BE PROVIDED WHERE INDICATED TO ALLOW PROPER ADJUSTMENT AND TENSIONING OF THE CABLE SYSTEM. SECURE TURNBUCKLES AFTER FINAL ADJUSTMENT TO PREVENT LOOSENING.
8. CABLES SHALL BE TENSIONED TO REMOVE SAG WHILE AVOIDING OVERSTRESSING OF SUPPORTING MEMBERS, CONNECTIONS, OR ANCHORAGE POINTS. SEE DETAILS FOR INITIAL SAG AMOUNT.
9. VERIFY ALL FIELD DIMENSIONS AND SUPPORT LOCATIONS PRIOR TO FABRICATION AND INSTALLATION. NOTIFY THE ENGINEER OF RECORD OF ANY DISCREPANCIES BEFORE PROCEEDING WITH WORK.
10. CONTRACTOR SHALL COORDINATE CABLE ATTACHMENT LOCATIONS WITH NET MANUFACTURER REQUIREMENTS AND SUPPORT STRUCTURE DETAILS.
11. ALL CABLE ANCHORAGE AND SUPPORTING STRUCTURAL MEMBERS SHALL BE DESIGNED TO RESIST GOVERNING CABLE LOADS, INCLUDING DEAD LOADS, LIVE LOADS, WIND LOADS, IMPACT LOADS, AND PRETENSION FORCES WHERE APPLICABLE.
12. REPLACE ANY CABLE, FITTING, OR HARDWARE SHOWING EVIDENCE OF KINKING, FRAYING, CORROSION, DEFORMATION, OR OTHER DAMAGE DURING INSTALLATION.
13. PROVIDE EDGE PROTECTION OR WEAR SLEEVES WHERE CABLES PASS THROUGH OR BEAR AGAINST STRUCTURAL MEMBERS TO PREVENT ABRASION.
14. CONTRACTOR SHALL INSPECT ALL CABLE ASSEMBLIES AND CONNECTIONS PRIOR TO PLACING THE NETTING SYSTEM INTO SERVICE AND SHALL VERIFY PROPER TENSION, ALIGNMENT, AND ATTACHMENT.
15. GALVANIZED SURFACES DAMAGED DURING INSTALLATION SHALL BE REPAIRED IN ACCORDANCE WITH ASTM A780 USING APPROVED ZINC-RICH REPAIR MATERIALS.
16. THE NETTING CABLE SYSTEM SHALL NOT BE PLACED INTO SERVICE UNTIL ALL HARDWARE IS FULLY INSTALLED, ADJUSTED, AND INSPECTED.
17. UNLESS NOTED OTHERWISE, ALL EXPOSED HARDWARE SHALL BE GALVANIZED FOR EXTERIOR USE AND SUITABLE FOR THE ENVIRONMENTAL CONDITIONS AT THE PROJECT SITE.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MEANS, METHODS, SEQUENCING, AND SAFETY OF CABLE INSTALLATION AND TEMPORARY BRACING DURING CONSTRUCTION.

THIS RECORD DRAWING HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION FURNISHED BY OTHERS. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, BOLTON & MENK, INC. CANNOT ASSURE ITS ACCURACY, AND THUS IS NOT RESPONSIBLE FOR THE ACCURACY OF THIS RECORD DRAWING OR FOR ANY ERRORS OR OMISSIONS WHICH MAY HAVE BEEN INCORPORATED INTO IT AS A RESULT. THOSE RELYING ON THIS DOCUMENT ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ITS ACCURACY BEFORE APPLYING IT FOR ANY PURPOSE.
DATE: 07/28/2026

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.

JASON C. GRAHAM
LIC. NO. 51637 DATE 08/13/2026

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DESIGNED	JCG
DRAWN	JCG
CHECKED	JCG
CLIENT PROJ. NO	26X.143757

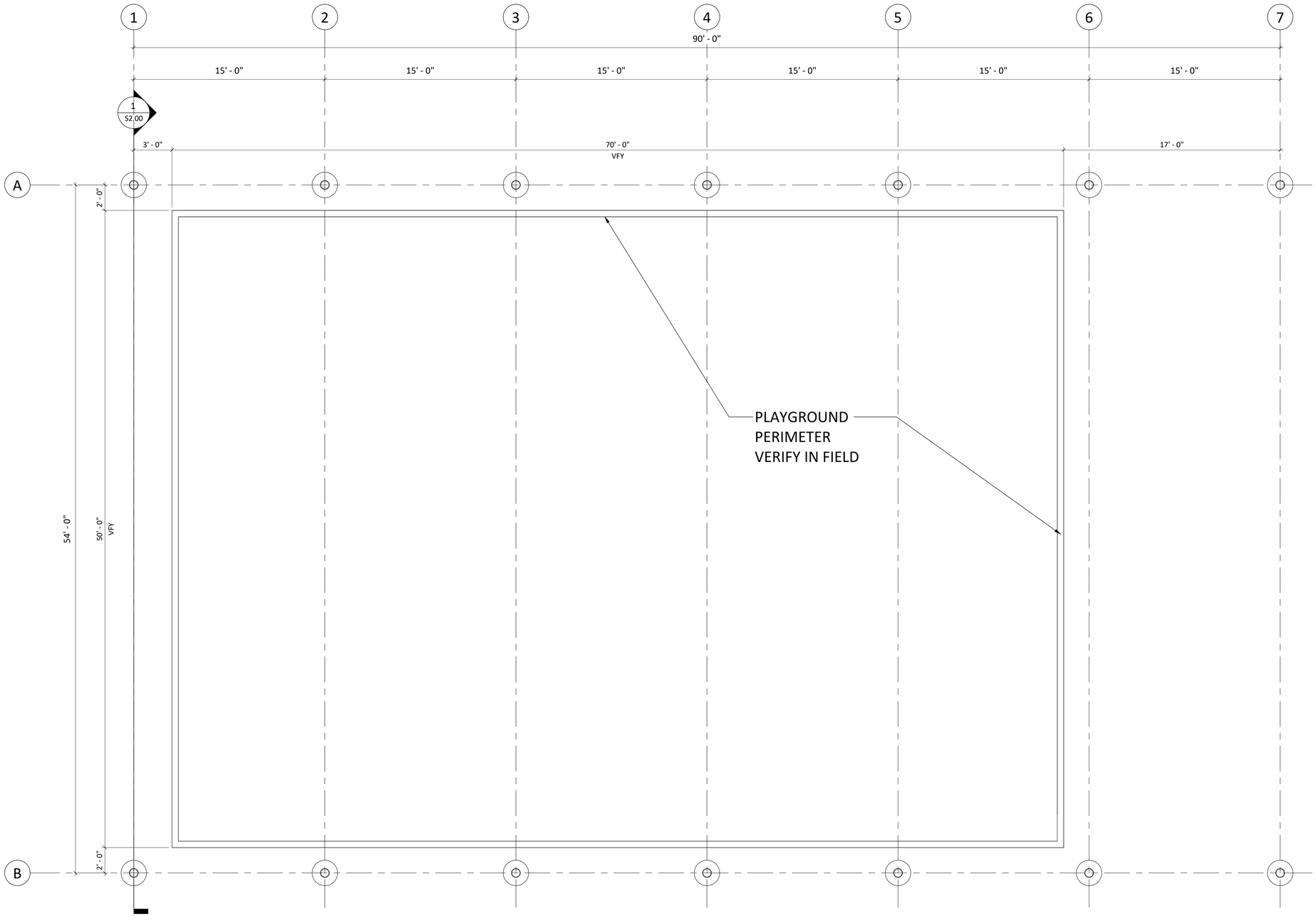
NO.	ISSUED FOR	DATE

CITY OF ELK RIVER
PT COMPLEX PLAYGROUND NETTING
GENERAL (DESIGN CRITERA & LOADING)

SHEET S0.01

DESIGN PHASE

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Autodesk Docs://ELK River PT Complex/143757 Elk River PT Complex Structural.rvt



GENERAL NOTES:

1. FOR GENERAL STRUCTURAL NOTES, SEE SHEET S0.01
2. V.I.F. INDICATES FOR CONTRACTOR TO VERIFY IN FIELD.
3. BFE INDICATES BOTTOM OF FOOTING ELEVATION.
4. TFE INDICATES TOP OF PIER FOOTING ELEVATION.
5. U.N.O. INDICATES UNLESS NOTED OTHERWISE.
6. GRADE IS ASSUMED TO BE RELATIVELY FLAT THROUGHOUT THE SITE. CONTRACTOR TO VERIFY.
7. VERIFY ALL DIMENSIONS ON SITE.

FOUNDATION PLAN NOTES:

1. FOR CONCRETE PIER SIZES AND REINFORCEMENT, SEE SHEET S3.00
2. CONCRETE PIERS ARE CENTERED ON STEEL COLUMNS, U.N.O.

1 / S1.00 FOUNDATION & FRAMING PLAN

SCALE: 1/4" = 1'-0"

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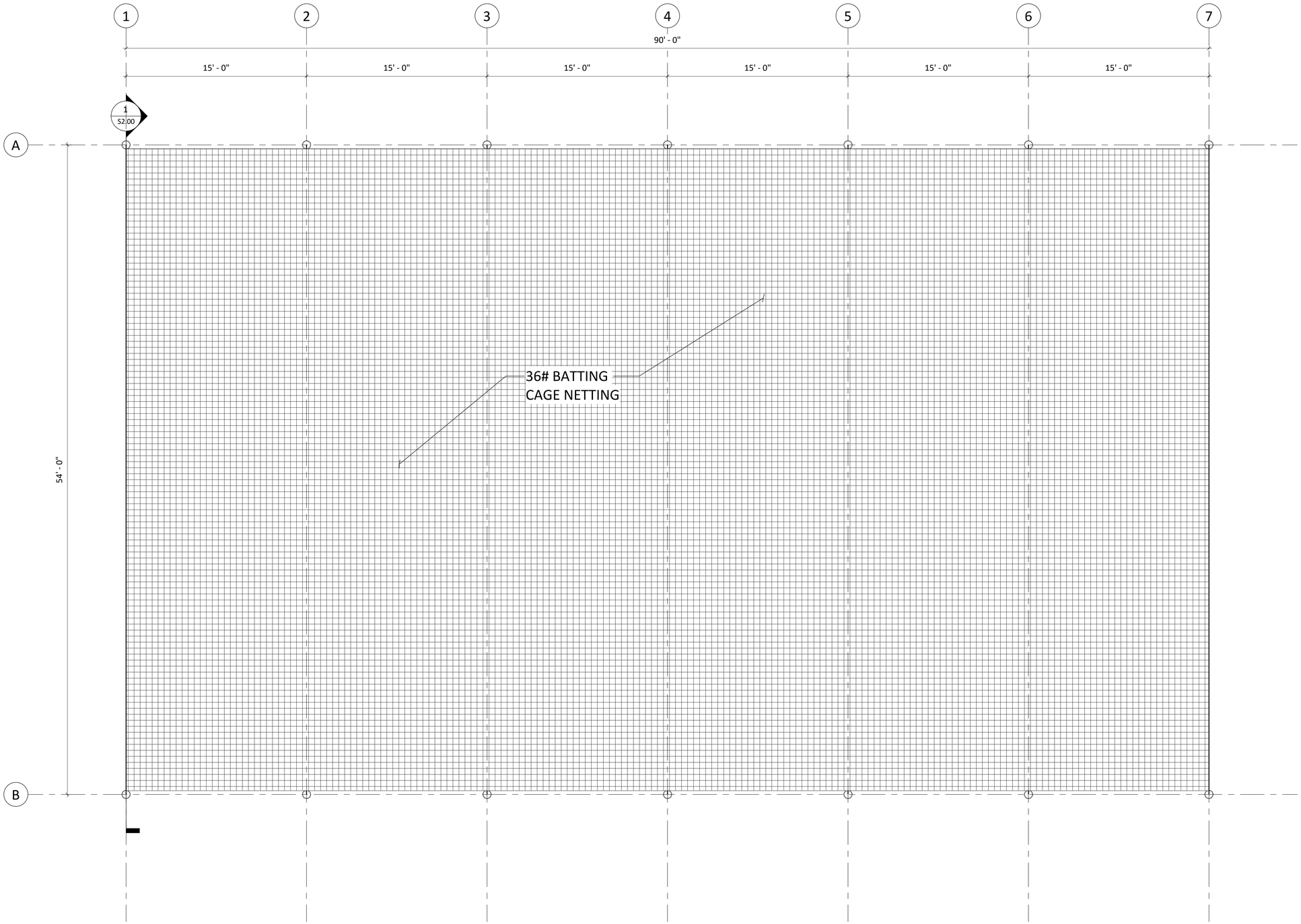
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CHECKED	JCG
CLIENT PROJ. NO	26X.143757

NO.	ISSUED FOR	DATE

CITY OF ELK RIVER
PT COMPLEX PLAYGROUND NETTING
FOUNDATION & FRAMING PLANS

SHEET S1.00

DESIGN PHASE



1 S1.01 T.O. NET PLAN

SCALE: 1/4" = 1'-0"

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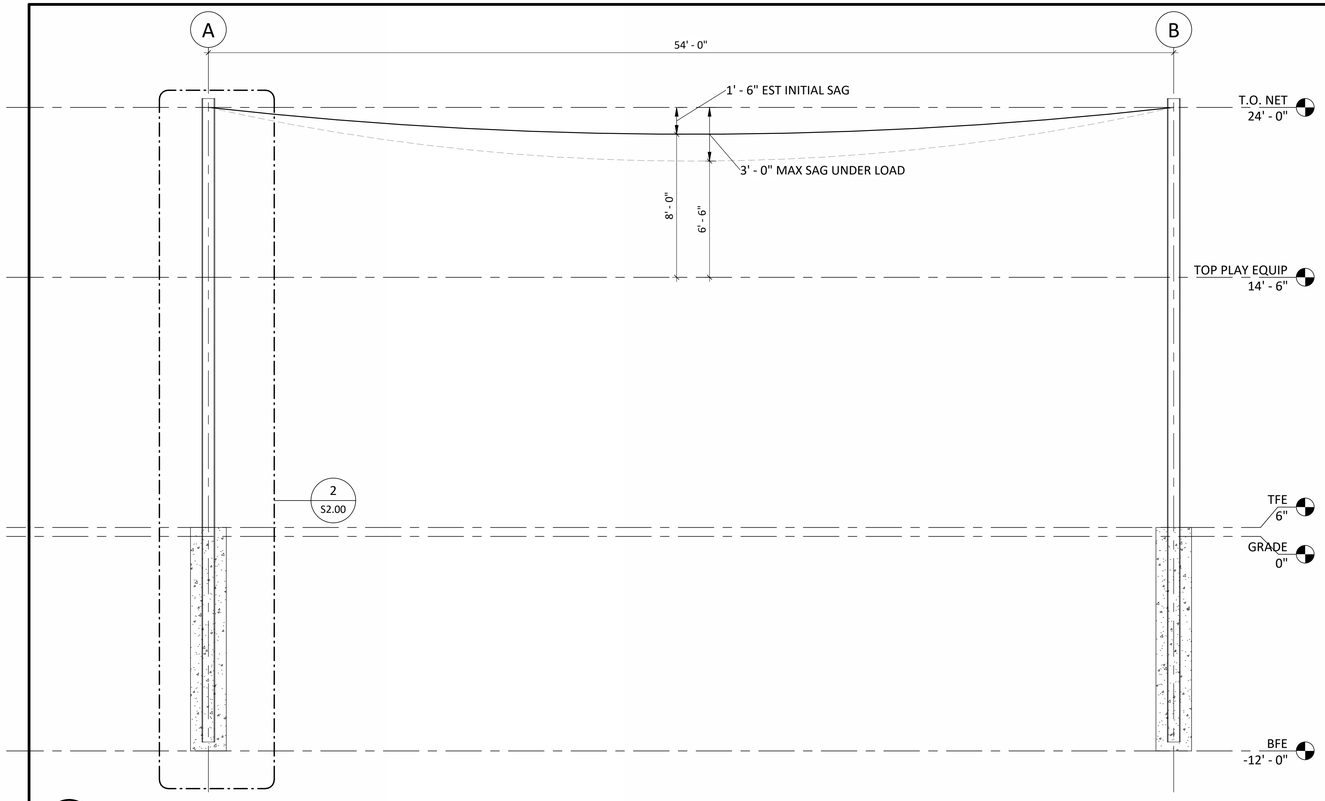
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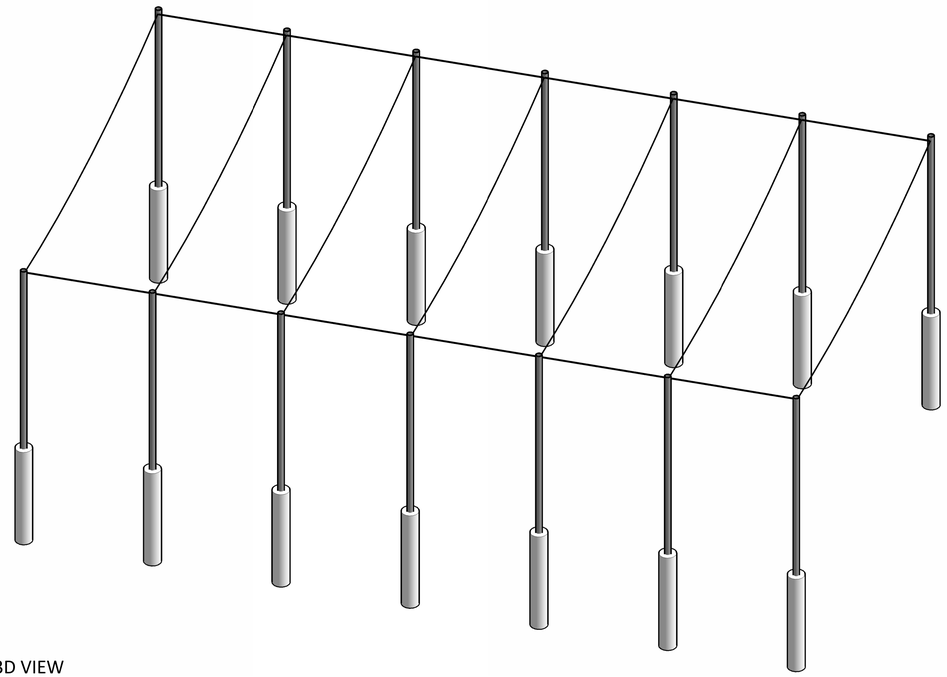
CITY OF ELK RIVER
PT COMPLEX PLAYGROUND NETTING
ROOF FRAMING PLANS

SHEET S1.01

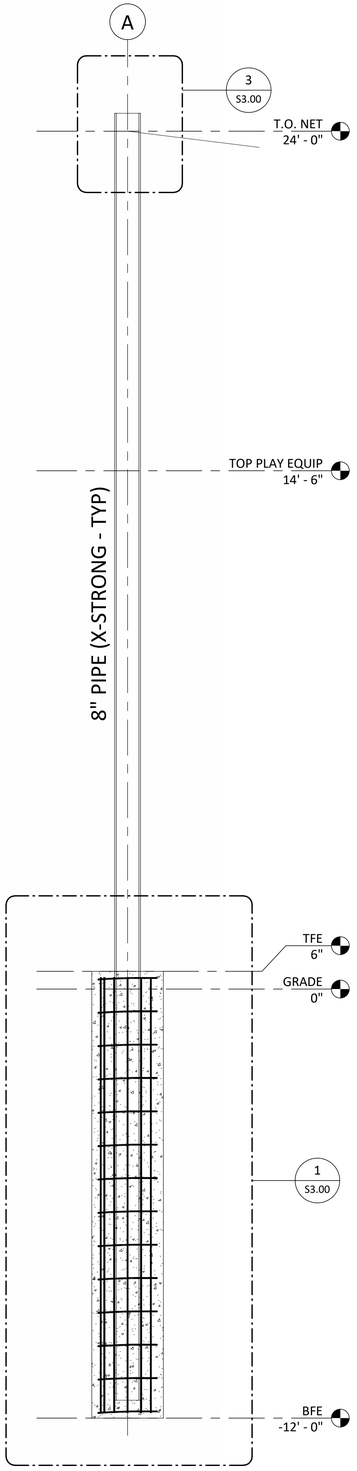
DESIGN PHASE



1 S2.00 SECTION 1
SCALE: 1/4" = 1'-0"



3 S2.00 3D VIEW
SCALE:



2 S2.00 TYP POLE SECTION
SCALE: 1/2" = 1'-0"

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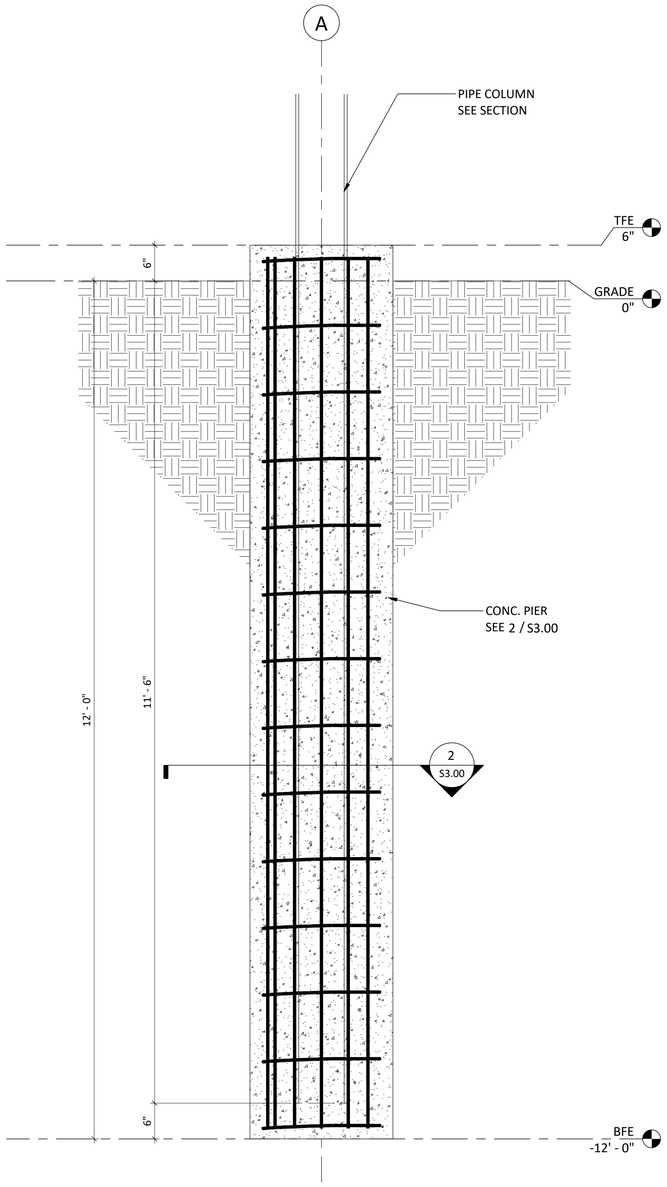
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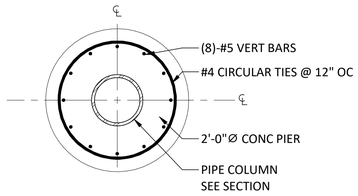
CITY OF ELK RIVER
PT COMPLEX PLAYGROUND NETTING
SECTIONS

SHEET
S2.00

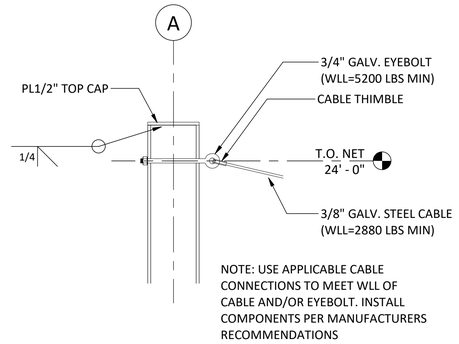
DESIGN PHASE



1 S3.00 TYP ROUND CONCRETE PIER
SCALE: 1" = 1'-0"



2 S3.00 ROUND CONCRETE PIER REINFORCEMENT
SCALE: 1" = 1'-0"



3 S3.00 TOP OF PIPE COLUMN CONNECTION
SCALE: 1" = 1'-0"

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CITY OF ELK RIVER
PT COMPLEX PLAYGROUND NETTING
DETAILS

SHEET S3.00

DESIGN PHASE

Request for Action

To
Parks and Recreation Commission

Item Number
7.2

Meeting Date
September 9, 2026

Prepared By
Jeff Shelby, Recreation Manager

Item Description
Eagle Scout Project - Woodland Trails Regional Park

Reviewed by
Jeff Shelby
Joe Stremcha

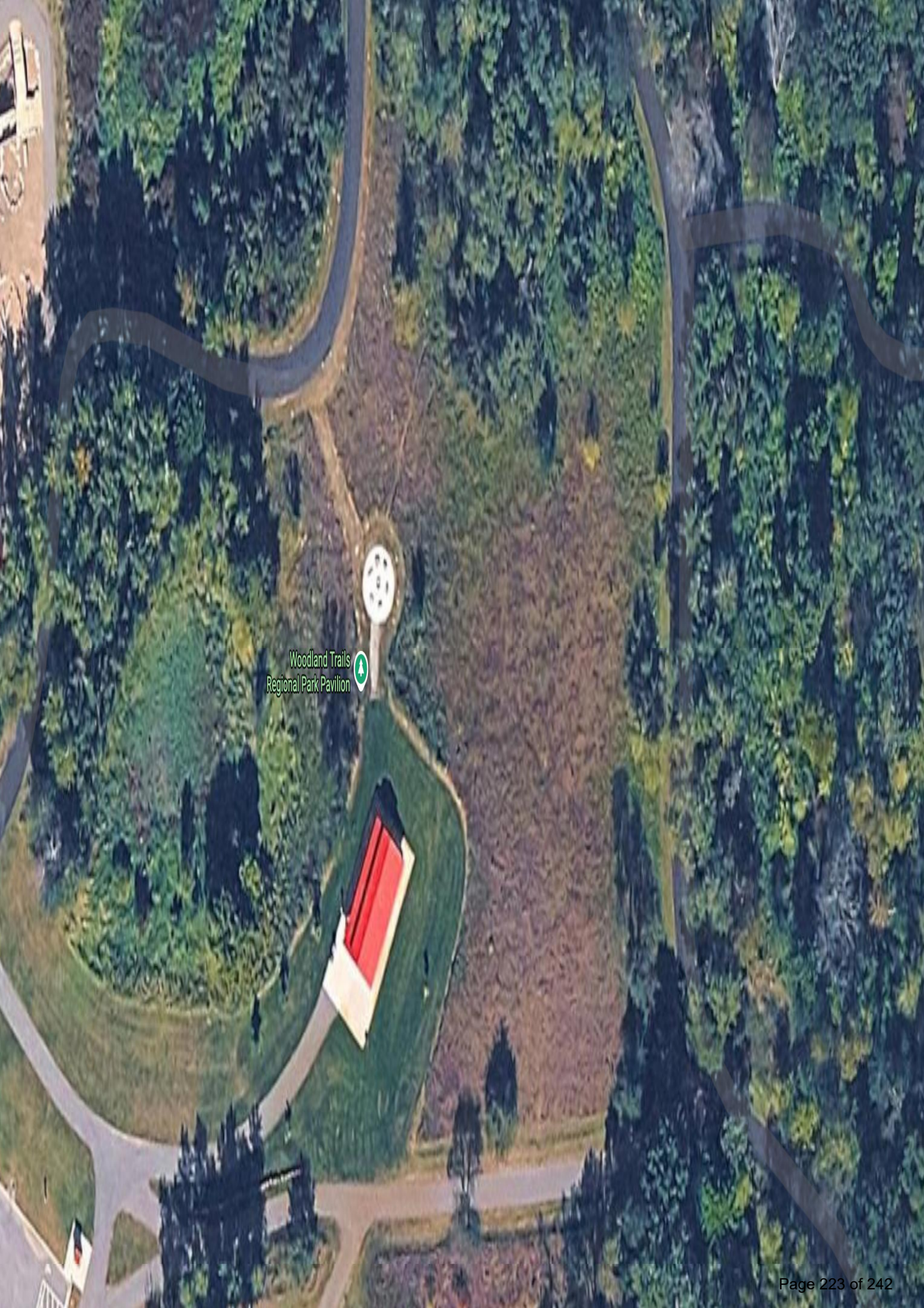
Action Requested
Recommend, by motion, the proposed Eagle Scout project at Woodland Trails Regional Park.

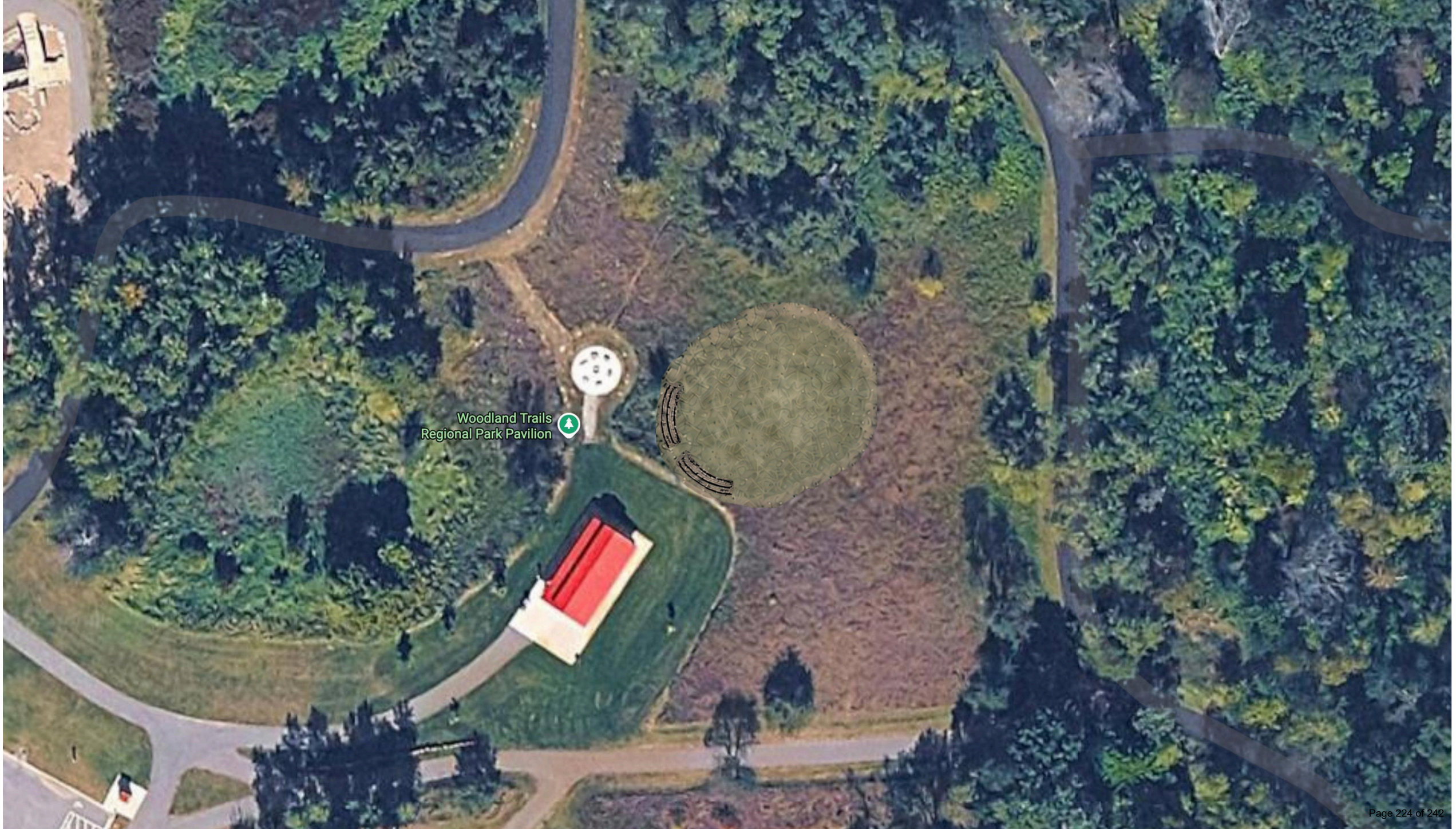
Background/Discussion
Isaac Harings is working toward his Eagle Scout badge. For his service project, he is proposing several benches at Woodland Trails Regional Park that would serve as seating for an outdoor theater space, meeting space, and other potential group meetings. Isaac has met with staff and also submitting his proposal to the city for site plan review.

Financial Impact
None.

Mission/Policy/Goal
Work with citizens to achieve goals.

Attachments
1. 1000016723
2. Eagle Scout Project References
3. 1000016724
4. Eagle Scout Project References (1)


Woodland Trails
Regional Park Pavilion


Woodland Trails
Regional Park Pavilion

Woodland Trails
Regional Park Pavilion


Woodland Trails
Regional Park Pavilion

Request for Action

To
Parks and Recreation Commission

Item Number
8.1

Meeting Date
September 9, 2026

Prepared By
Jeff Shelby, Recreation Manager

Item Description
Parks and Recreation Framework Plan - Update

Reviewed by
Jeff Shelby
Joe Stremcha

Action Requested
None.

Background/Discussion
Staff will present a brief update on the work done so far on the Parks and Recreation Framework Plan by ISG, as well as discuss upcoming dates and activities related to the plan.

Financial Impact
Consultant fees for the plan were budgeted for in the 2026 Capital Improvement Plan.

Mission/Policy/Goal
Improve citizen quality of life. Support the growth and development of the community.

Attachments
1. 2026-07-20 Elk River PRFP Council and Parks Commission Meeting Notes

Council and Parks Commission Joint Workshop Notes

Project Name:	Elk River Parks and Facilities Framework Plan
ISG Project Number:	26-34556
Date:	July 20th, 2026
Time:	7pm
Location:	Elk River City Hall, 13065 Orono Pkwy NW, Elk River, MN 55330

PURPOSE

The City of Elk River is undertaking a Parks and Recreation Framework Plan to establish a shared vision for the future of the community's parks, facilities, programs, and open spaces. This exercise is designed to bring together City Council and Parks Commission members to identify common values, explore desired community outcomes, and develop vision statements that can guide future planning, investment, and decision-making.

The focus of this discussion is not on specific projects or funding priorities. Instead, the goal is to identify the long-term role parks and recreation should play in enhancing quality of life and serving future residents of Elk River.

Overview

Working with an assigned partner, members of City Council and the Parks and Recreation Commission discussed the following questions, recording key themes, ideas, and statements.

Groups

Council Member	P&R Commission Member
Mayor Dietz	Chair Hal Stewart
W1 Cory Grupa	Vice Chair Joy Goodwin
W2 J. Brian Calva	Greg Loidolt
W3 Mike Beyer	Dave Anderson
W4 Jennifer Wagner	Mike Niziolek
W4 Jennifer Wagner	Jill Varty

OVERALL THEMES

Key messages heard across all questions, include:

1. Nature and trails are central to Elk River's identity.
2. Residents value having something for everyone.
3. Connectivity should be a future priority.
4. Financial stewardship must remain at the forefront of investment decisions.
5. The goal is a high-quality, welcoming, and destination-worthy system that remains responsive to community needs.

RESPONSES BY QUESTION

Shared Values + Future Outcomes

1. What do residents value most about Elk River's parks and recreation system today?

Identify up to three things residents would not want to lose.

SUMMARY

Participants consistently identified Elk River's combination of natural resources, trails, destination amenities, and recreation opportunities as key community strengths. Several responses emphasized the community's ability to provide diverse experiences while maintaining access to nature and affordable recreation.

RESPONSES

- Openness of woodlands and trails
- Trail systems
- Great Northern Trail and its diverse user base
- Linear recreation opportunities, trails, and silent sports
- Furniture and Things Community Event Center
- Orono Park as a gathering place for families, picnics, beaches, splash pad, and skate park
- Amenities at Lions Park and Orono Park
- Quality athletic fields and gym facilities for youth and adults
- Variety of park types
- Destination parks
- Diversity of amenities
- Splash pad
- Pickleball courts
- Access to parks and recreation without fees
- Access to the natural environment
- Safe access for all users
- Recreation programming

2. Looking ahead 10–15 years, what should Elk River's parks and recreation system be known for?

Focus on desired outcomes rather than specific projects.

SUMMARY

Participants expressed a desire for a system that remains diverse and connected while developing more signature experiences that distinguish Elk River. There was broad support for balancing destination amenities with neighborhood and nature-based recreation opportunities.

RESPONSES

- Intentional planning
- Connected system of parks and trails
- Unique or signature park amenities
- More signature parks
- Great Northern Trail corridor
- Continued diversity of park types and recreation opportunities
- Openness to emerging trends and community preferences
- Variety
- Diversity and opportunities for everyone
- Balance of destination parks and neighborhood parks
- Open parks without equipment
- Opportunity

3. If a new resident moved to Elk River in 2035, what would you hope they would say about the park system?

SUMMARY

Participants envisioned a system that is welcoming, modern, cohesive, and accessible. They also emphasized that future investments should reflect community needs while remaining fiscally responsible.

RESPONSES

- "Wow."
- Each park has its own identity or theme
- Complete and functioning well
- Facilities are not outdated or tired
- Accessible to all ages
- Inviting
- Truly offers something for everyone
- Serves as a destination park system
- Meets the needs of the community
- Thoughtful, cohesive, and well planned
- Does not create excessive financial burden
- Reflects the desires of residents rather than competing with neighboring communities

4. What is one outcome you believe both the Parks Commission and City Council should always support?

SUMMARY

Responses reflected strong alignment around stewardship, collaboration, and maintaining parks and recreation as a community priority that enhances quality of life.

RESPONSES

- Collaboration
- Accomplishment
- Embracing the natural environment
- Continued stewardship and reinvestment
- Innovative, creative, and strategic thinking
- Recognition that parks and recreation contribute significantly to quality of life

Guiding Principles + Future Vision

5. What principles should guide future investment decisions?

Select your three most important principles:

SUMMARY

Financial stewardship was the most frequently identified principle by a significant margin. Connectivity, partnerships, and safety also emerged as recurring priorities.

RESPONSES

- Financial Stewardship (5 mentions)
- Connectivity (2 mentions)
- Partnerships (2 mentions)
- Safety (2 mentions)
- Preservation
- Equity
- Effective planning
- Sustainability

Why are these important?

SUMMARY

Participants emphasized responsible use of taxpayer dollars while creating safe, connected, and collaborative recreation opportunities that serve the broader community.

RESPONSES

- Public resources require responsible stewardship
- Stewardship of every dollar invested
- Thoughtful consideration of community impacts
- Connections and partnerships strengthen community unity
- Shared responsibility between Council and Commission
- Preference for working in partnership rather than independently
- Awareness of community needs and public perception
- Connectivity encourages participation
- Safety allows all ages to enjoy the system

6. Complete this statement:

"An excellent parks and recreation system in Elk River..."

SUMMARY

Participants described a system that supports health, wellness, inclusion, and community engagement while remaining responsive to resident needs.

RESPONSES

- Sustains the community through health, wellness, and social connection
- Provides safe and sustainable opportunities for all
- Uses community input to provide spaces residents can enjoy

7. What role should parks and recreation play in making Elk River a great place to live?

SUMMARY

Participants viewed parks and recreation as a fundamental quality-of-life service that supports recreation, community identity, and access to nature while adapting to future growth.

RESPONSES

- Showcase community excellence
- Create places for recreation, play, and enjoyment
- Adapt to changing demographics and housing development patterns
- Ensure access to parks and nature as the community grows
- Continue Elk River's legacy of making it easy to play

Request for Action

To
Parks and Recreation Commission

Item Number
8.2

Meeting Date
September 9, 2026

Prepared By
Jeff Shelby, Recreation Manager

Item Description
Master Fee Schedule for 2027

Reviewed by
Jeff Shelby
Joe Stremcha

Action Requested
Discuss the 2027 Master Fee Schedule for Parks and Recreation.

Background/Discussion
Staff is recommending an increase in fees based on increased utilization, resulting in additional cleaning and maintenance expenses as well as increasing labor costs year-over-year.

Financial Impact
Increased revenue will offset costs associated with usage.

Mission/Policy/Goal
Responsible for every dollar - good stewards.

Attachments
1. Parks and Rec Master Fee Schedule
2. Parks and Rec Master Fee Schedule Changes

FIREWORKS	
▪ Public Display for Pyrotechnics	$50 per day
▪ Sales/Storage-Retail	$100/year
▪ Sales/Storage-Temporary *(general planning permit also required)*	$100/year
KEY LOCK BOX	per vendor pricing
RENTAL DWELLING LICENSE	
▪ Single Family (per dwelling)	$150 new $150 annual renewal
▪ Multi-Unit	$ 200 new $200 + $15 per unit
▪ Re-inspection Fee	$100
▪ Re-instatement Fee	$1,500
FIRE STATION 3 ROOM RENTAL	Resident $35/2 hour minimum Additional hour: $15 Non-resident $55/2 hour minimum Additional hour: $20 Damage Deposit: $100

PARKS & RECREATION

Sales tax will be added for any facility rentals

Athletic Field Deposit

All users/associations/tournament organizer will pay a $500, refundable deposit on an annual basis/per tournament. The refundable deposit will help ensure user/association accountability for damage to fields, facilities and/or scoreboard controllers. If the deposit is used for any of the above-mentioned items, the user/association will replenish their deposit back to the full amount of $500

ATHLETIC FIELD RENTAL RATES	Below 60% Participant Residency $45 per field per day $45 per field per day for lights, plus $4 per hour of use
Elk River Association (Group 3A) Youth Associations with city capital improvement agreements currently in place will have the light fee waived until the contract payment is completed.	70% and above Participant Residency $25 per field per day $25 per field per day for lights, plus $4 per hour of use
Elk River Association (Group 3B) Youth Associations with city capital improvement agreements currently in place will have the light fee waived until the contract payment is completed.	60-69% Participant Residency $35 per field per day $35 per field per day for lights, plus $4 per hour of use

TOURNAMENTS

▪ Dave Anderson Athletic Complex	$50/per tournament Seasonal Temporary Food Stand/Special Event License Required
▪ Lion John Weicht Park	$100/per weekend Seasonal Temporary Food Stand/Special Event License from the MN Dept. of Health
▪ Plants and Things Recreation Complex	$100 per tournament Seasonal Temporary Food Stand/Special Event License from the MN Dept. of Health

Restroom Cleaning

All users will pay for restroom cleanings deemed necessary by city staff based upon the event attendance estimates.
The associations will be billed at the same rate as the city for the cleanings.
This fee will apply to the indoor restroom facilities and any additional portable toilets.

MEMORIAL TREE AND BENCH

▪ Tree	$500
▪ Bench	$3,000

PARK RENTAL FEES

	More than 14 days: Reservation alteration/cancellation: $10 Within 14 days No refunds or cancellations
Special Event Park Deposit	$500
▪ Lion John Weicht Shelters 1-3	Resident: $50/Day Non-Resident: $70/Day
▪ Lion John Weicht Park Pavilion with Servery	Resident: $75/2 hour minimum Additional hour: $20 Non-Resident: $105/2 hour minimum Additional hour: $25 Damage Deposit: $250
▪ Lion John Weicht Park Pavilion with Servery and Concessions	Resident: $95/2 hour minimum Additional hour: $20 Non-Resident: $125/2 hour minimum

	Additional hour: $25 Damage Deposit: $250
▪ Orono Park Shelter 1	Resident: $55/Day Non-Resident: $75/Day
▪ Orono Park Shelter 2	Resident: $65 Non-Resident: $85
▪ Orono Park Shelter 3	Resident: $100/Day Non-Resident: $130/Day
▪ Orono Park Pavilion	Resident: $90/2 hour minimum Additional hour: $20 Non-Resident: $125/ 2 hour minimum Additional hour: $25
▪ Rivers Edge Commons	$150/2 hour minimum $50 each additional hour: 6 hours maximum Damage Deposit: $250
▪ Trott Brook Barn	Resident: $60/2 hour minimum, Monday – Thursday 20/additional hour, Monday - Thursday $70/2 hour minimum, Friday - Sunday $20/additional hour, Friday - Sunday Non-Resident: $80/2 hour minimum, Monday - Thursday $25/additional hour, Monday – Thursday $90/2 hour minimum, Friday – Sunday $25/additional hour, Friday - Sunday Damage Deposit: $100 Late Fee Key Return: $25
▪ Woodland Trails Regional Park Pavilion	Resident: $65/2 hour minimum Additional hour: $15 Non-Resident: $85/2 hour minimum Additional hour: $25 Damage Deposit: $100
Senior Activity Center Membership	
▪ Annual Rate	Individual: $50

▪ Discounted Rate *(for Elk River Residents)*	Dual: $65 Individual: $33 Dual: $48

PLANNING/DEVELOPMENT

ADMINISTRATIVE SUBDIVISIONS/SIMPLE PLATS APPLICATION	$300
▪ Escrow for Consulting/Engineering/Staff Services	$1,000
BEE KEEPING	$75 one-time fee
CONCEPT PLAN REVIEW BY CITY COUNCIL	$200
▪ Escrow for Consulting/Engineering/Staff Services	$500
CONDITIONAL OR INTERIM USE PERMIT	$400
▪ Escrow for Consulting/Engineering/Staff Services	$1,000
EASEMENT VACATION APPLICATION	$400
▪ Escrow for Consulting/Engineering/Staff Services	$1,000
GENERAL PLANNING PERMIT	$100
▪ Escrow for Consulting/Engineering/Staff Services	$225
LAND USE PLAN AMENDMENT	$400
▪ Escrow for Consulting/Engineering/Staff Services	$1,500
MICRO LOAN PROGRAM	Processing fee of $500 Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing
HRA BLIGHTED PROPERTIES COMMERCIAL/INDUSTRIAL FORGIVABLE LOAN PROGRAM	Processing fee of $2,000 Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing.
HRA BLIGHTED PROPERTIES RESIDENTIAL FORGIVABLE LOAN PROGRAM	Processing fee of $500. Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing.
ORDINANCE AMENDMENT	$400
▪ Escrow for Consulting/Engineering/Staff Services	$1,500
PARK DEDICATION FEE	

FIREWORKS

▪ Public Display for Pyrotechnics	$50 per day
▪ Sales/Storage-Retail	$100/year
▪ Sales/Storage-Temporary *(general planning permit also required)*	$100/year

KEY LOCK BOX

per vendor pricing

RENTAL DWELLING LICENSE

▪ Single Family (per dwelling)	$150 new $150 annual renewal
▪ Multi-Unit	$ 200 new $200 + $15 per unit
▪ Re-inspection Fee	$100
▪ Re-instatement Fee	$1,500

FIRE STATION 3 ROOM RENTAL

Resident
$35/2 hour minimum
Additional hour: $15

Non-resident
$55/2 hour minimum
Additional hour: $20

Damage Deposit: $100

PARKS & RECREATION

Sales tax will be added for any facility rentals

Athletic Field Deposit

All users/associations/tournament organizer will pay a $500, refundable deposit on an annual basis/per tournament. The refundable deposit will help ensure user/association accountability for damage to fields, facilities and/or scoreboard controllers. If the deposit is used for any of the above-mentioned items, the user/association will replenish their deposit back to the full amount of $500

ATHLETIC FIELD RENTAL RATES

Non-Elk River Association
$50 per field per day
$50 per field per day for lights, plus $4 per hour of use

Elk River Association

Youth Associations with city capital improvement agreements currently in place will have the light fee waived until the contract payment is comp

Elk River Association
$27.50 per field per day
$27.50 per field per day for lights, plus $4 per hour of use

TOURNAMENTS

▪ Use of one complex	$300 Seasonal Temporary Food Stand/special Event License Required
▪ Use of two or more complexes	$400 Seasonal Temporary Food Stand/Special Event License Required

Restroom Cleaning

All users will pay for restroom cleanings deemed necessary by city staff based upon the event attendance estimates.
The associations will be billed at the same rate as the city for the cleanings.
This fee will apply to the indoor restroom facilities and any additional portable toilets.

MEMORIAL TREE AND BENCH	
▪ Tree	$600
▪ Bench	$3,000
PARK RENTAL FEES	More than 14 days: Reservation alteration/cancellation: $10 Within 14 days: No refunds or cancellations
Park Event Deposit	$500 Due at booking, remainder of balance due within 30 days of event.
Organized Use Fee Businesses and Organizations	Resident: $20 per hour Non-Resident:$40 per hour
▪ Lion John Weicht Shelters 1-3	Resident: $50/Day Non-Resident: $70/Day
▪ Lion John Weicht Park Pavilion with Servery	Resident: $85/2 hour minimum Additional hour: $30 Non-Resident: $110/2 hour minimum Additional hour: $35 Damage Deposit: $250

▪ Orono Park Shelter 1	Resident: $65/Day Non-Resident: $85/Day
▪ Orono Park Shelter 2	Resident: $75 Non-Resident: $95
▪ Orono Park Shelter 3	Resident: $110/Day Non-Resident: $140/Day
▪ Orono Park Shelter 4	Resident: $65/Day Non-Resident: $85/Day
▪ Orono Park Pavilion	Resident: $100/2 hour minimum Additional hour: $30 Non-Resident: $125/ 2 hour minimum Additional hour: $25 Damage Deposit: $100
▪ Rivers Edge Commons	$150/2 hour minimum $50 each additional hour: 6 hours maximum Damage Deposit: $250
▪ Trott Brook Barn	Resident: $60/2 hour minimum, Monday – Thursday 20/additional hour, Monday - Thursday $70/2 hour minimum, Friday - Sunday $20/additional hour, Friday - Sunday Non-Resident: $80/2 hour minimum, Monday - Thursday $25/additional hour, Monday – Thursday $90/2 hour minimum, Friday – Sunday $25/additional hour, Friday - Sunday Damage Deposit: $100
▪ Woodland Trails Regional Park Pavilion	Resident: $65/2 hour minimum Additional hour: $15 Non-Resident: $85/2 hour minimum Additional hour: $25 Damage Deposit: $100

Senior Activity Center Membership

▪ Annual Rate	Individual: $53 Dual: $68

▪ Discounted Rate *(for Elk River Residents)*	Individual: $33 Dual: $50

PLANNING/DEVELOPMENT

ADMINISTRATIVE SUBDIVISIONS/SIMPLE PLATS APPLICATION	$300
▪ Escrow for Consulting/Engineering/Staff Services	$1,000
BEE KEEPING	$75 one-time fee
CONCEPT PLAN REVIEW BY CITY COUNCIL	$200
▪ Escrow for Consulting/Engineering/Staff Services	$500
CONDITIONAL OR INTERIM USE PERMIT	$400
▪ Escrow for Consulting/Engineering/Staff Services	$1,000
EASEMENT VACATION APPLICATION	$400
▪ Escrow for Consulting/Engineering/Staff Services	$1,000
GENERAL PLANNING PERMIT	$100
▪ Escrow for Consulting/Engineering/Staff Services	$225
LAND USE PLAN AMENDMENT	$400
▪ Escrow for Consulting/Engineering/Staff Services	$1,500
MICRO LOAN PROGRAM	Processing fee of $500 Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing
HRA BLIGHTED PROPERTIES COMMERCIAL/INDUSTRIAL FORGIVABLE LOAN PROGRAM	Processing fee of $2,000 Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing.
HRA BLIGHTED PROPERTIES RESIDENTIAL FORGIVABLE LOAN PROGRAM	Processing fee of $500. Any remaining funds will be returned to the applicant. Applicant pays all legal and filing fees at loan closing.
ORDINANCE AMENDMENT	$400
▪ Escrow for Consulting/Engineering/Staff Services	$1,500
PARK DEDICATION FEE	

Memorandum

To: Parks and Recreation Commission

From: Jeff Shelby, Parks and Recreation Manager

Date: September 9, 2026

Subject: Parks and Recreation Staff Report

Senior Activity Center

It was another active month at the Senior Activity Center! In August, we averaged 79 daily check-ins, which is 9 more check-ins per day than at this time last year. We currently have 566 memberships sold, which is also ahead of where we were at this time last year.

August was filled with fun activities, learning opportunities, and community connections. Highlights included a boat cruise on Lake Minnetonka, an Ice Cream Social and Music event sponsored by the Elk River Lions Club, two art classes, and our Senior Day Out event.

Senior Day Out was sponsored by the SALT Council and featured representatives from the Sherburne County Sheriff's Office, Elk River Police Department, Big Lake Police Department, Becker Police Department, Guardian Angels, RSVP, and the Elk River Senior Activity Center.

Coming up later this month, is our Hobby Showcase event on September 16 from 12:30–3:30 p.m. We are excited to have 26 Senior Activity Center members participating and displaying their hobbies and collections. This event is open to all ages and will be a wonderful opportunity for the community to stop by, visit with our members, discover new interests, and learn more about the many talents and hobbies within our Senior Activity Center.

Community Events

The Farmer's Market has successfully returned to the downtown parking lot. We have seen both an increase in shoppers and an increase in vendor sales. The new layout of the market is working well while still providing ample parking. The market has moved to fall hours now and is open from 3pm to 6pm for the remainder of the outdoor season. Registration opened on September 1 for the indoor market at the YMCA.

People enjoyed the August Orono Evenings in the Park with MoeDell and Co and the food truck options. We plan to continue these events in 2027 due to the positive response.

Sports/Programs

Summer camps and programs are all wrapped up. We have transitioned to our fall programming; adult softball has 9 teams, and women's volleyball has 16. Flag football and the breakaway hockey league each run through the end of the month before wrapping up. The kayak rentals at Orono are still planned to be open through mid-October, weather permitting.

Fields

Fall field use is in full swing. We have youth football, flag football, baseball, and softball using the fields on a regular basis. The fall tournaments have changed slightly this year as softball went with a new format and are practicing more during the week and playing games all day Sunday, instead of just on the weekends as they've done in the past. They are hoping to create more year-round interest from their participants. Our last big tournament will be the USSSA Fall State Fastpitch on October 2-4.

Windphone

Earlier this summer, we presented a windphone project to the commission. The commission recommended that staff pursue grant opportunities to help fund the project. Last month, Jeff met with the Art and Beautification Committee to present the project, as well as gauge their interest. The committee expressed support for the project and indicated they would be willing to contribute financially to the project.

Commission Vacancy

We currently have one open spot on the commission. We've received one application for the vacancy and that applicant will be invited to attend the City Council meeting on September 21 for their interview.