



NORTH BRANCH

—Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Jeff Goulet
Councilmember

Jim Ibinger
Councilmember

Patrick Meacham
Councilmember

**CITY COUNCIL
REGULAR AGENDA
WEDNESDAY, MARCH 11, 2026 @ 6:00 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL

4. AGENDA APPROVAL
 - a. Approve Agenda

ACTION

5. PRESENTATION & PROCLAMATION

6. PUBLIC COMMENT

Provides an opportunity for the public to address the Council on items that are not on the Agenda. Please raise your hand to be recognized. Please state your name and address for the record. This section is for the express purpose of addressing concerns of City services and operations. It shall not be used to clarify individual's views for political purposes.

7. CONSENT AGENDA

All matters listed under Consent Agenda are considered routine and/or non-controversial and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

- | | |
|--|--------|
| a. Claims | ACTION |
| b. Approval of Minutes - Regular Council Meeting - February 25, 2026, 6:00 PM | ACTION |
| c. Approval of Application for Cannabis Retail Registration - Low Potency Hemp Retailer - AM Tobacco | ACTION |
| d. Approval of Application for Cannabis Retail Registration Low Potency Hemp Retailer - North Branch Liquor Stores | ACTION |
| e. Approval of Application for Cannabis Retail Registration - Low Potency Hemp Retailer - King Tobacco | ACTION |

- f. Approval of Mobile Food Truck License - Chick-fil-A Tri-State Food Truck ACTION
 - g. Receive Legal Staff Report INFO
 - h. Approval of Resolution R-300-2026 approving Plans and Specifications and authorizing KLM Engineering to advertise for Bids for Water Tower # 3 Reconditioning Project ACTION
8. PUBLIC HEARINGS
9. STAFF REPORTS
- a. Finance Update VERBAL UPDATE
 - b. Discussion regarding the Installation of Flock License Plate Reader (LPR) Cameras Within the City Limits INFO
 - c. Consider amending Compensation Personnel Policy ACTION
10. MAYOR/CITY COUNCIL
- a. Advisory Committee updates: Personnel, Finance, Public Works, Public Safety VERBAL UPDATE
 - b. Registration available for the Annual League of Minnesota Conference INFO
11. ADJOURNMENT

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided to the City Council on each Agenda item in advance from Staff and appointed Commissions; and decisions are based on this information and past experiences. In addition some items may also have been discussed preliminarily at Council Work Sessions. If you are aware of information that has not been discussed, please raise your hand to be recognized. Comments that are pertinent are appreciated. Items requiring excessive time may be continued to another meeting.



Prepared By:

Presenter:

Date: 01/06/2026

Board & Commission: City Council

Subject: Claims

Voting Requirements:

Voting Options Simple Majority

City of North Branch

ACH Checks

6086 to 6094- \$161,546.49

Checks

93071 to 93149 - \$508,136.75

Payroll

02/27/2026 - \$128,731.33

Accounts Payable

Computer Check Proof List by Vendor

User:

TiffaniFolstad

Printed:

02/20/2026 - 10:00AM

Batch:

00005.02.2026 - 02202026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1884	SUSO 4 North Branch, LP Pine Tree Commercial Realty			Check Sequence: 1	ACH Enabled: False
CAM 2023-2024	CAM FEE NB MARKETPLACE LOTS	5,225.48	02/20/2026	201-46500-50300	
	Check Total:	5,225.48			
	Total for Check Run:	5,225.48			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
Printed: 02/27/2026 - 11:35AM
Batch: 00006.02.2026 - 02272026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1646	Ameritas			Check Sequence: 1	ACH Enabled: False
0227 AMER	PR Batch 00002.02.2026 Ameritas 457 Employee	90.00	02/25/2026	101-00000-21705	PR Batch 00002.02.2026 Ameritas 457 Em
	Check Total:	90.00			
Vendor: UB*00117	CENTRA HOMES			Check Sequence: 2	ACH Enabled: False
	Refund Check 013225-000, 6684 GRANBY ST	34.74	02/24/2026	602-00000-20200	
	Refund Check 013225-000, 6684 GRANBY ST	1.34	02/24/2026	615-00000-20200	
	Refund Check 013225-000, 6684 GRANBY ST	0.75	02/24/2026	615-00000-20200	
	Refund Check 013225-000, 6684 GRANBY ST	14.92	02/24/2026	612-00000-20200	
	Refund Check 013225-000, 6684 GRANBY ST	2.06	02/24/2026	602-00000-20200	
	Refund Check 013225-000, 6684 GRANBY ST	47.91	02/24/2026	615-00000-20200	
	Check Total:	101.72			
Vendor: UB*00116	DONALD DEMUTH			Check Sequence: 3	ACH Enabled: False
	Refund Check 008239-000, 38161 FIELDSTON	7.74	02/24/2026	602-00000-20200	
	Refund Check 008239-000, 38161 FIELDSTON	0.28	02/24/2026	602-00000-20200	
	Refund Check 008239-000, 38161 FIELDSTON	2.97	02/24/2026	612-00000-20200	
	Refund Check 008239-000, 38161 FIELDSTON	10.69	02/24/2026	615-00000-20200	
	Refund Check 008239-000, 38161 FIELDSTON	0.18	02/24/2026	615-00000-20200	
	Check Total:	21.86			
Vendor: UB*00119	ELEVATE BUILDERS INC			Check Sequence: 4	ACH Enabled: False
	Refund Check 013148-000, 4669 381ST TRL	50.36	02/24/2026	602-00000-20200	
	Check Total:	50.36			
Vendor: UB*00115	BENJAMIN FAUE			Check Sequence: 5	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Refund Check 011981-000, 38610 GRAND AVI	28.43	02/24/2026	602-00000-20200	
	Refund Check 011981-000, 38610 GRAND AVI	18.41	02/24/2026	615-00000-20200	
	Refund Check 011981-000, 38610 GRAND AVI	7.06	02/24/2026	602-00000-20200	
	Refund Check 011981-000, 38610 GRAND AVI	3.02	02/24/2026	612-00000-20200	
	Refund Check 011981-000, 38610 GRAND AVI	9.75	02/24/2026	615-00000-20200	
	Check Total:	66.67			
Vendor: 1269	IUOE LOCAL 49 FRINGE BENEFIT			Check Sequence: 6	ACH Enabled: False
APR 2025	PW Health Insurance	23,450.00	02/25/2026	101-00000-21706	PR Batch 00002.02.2026 Health Insurance
APR 2025	CITY Health INSURANCE	57,210.00	02/25/2026	101-00000-21706	PR Batch 00002.02.2026 49ers Health Emj
MAR 2025	CITY Health Insurance	57,210.00	02/25/2026	101-00000-21706	PR Batch 00002.02.2026 Health Insurance
MAR 2025	PW Health Insurance	23,450.00	02/25/2026	101-00000-21706	PR Batch 00002.02.2026 Health Insurance
	Check Total:	161,320.00			
Vendor: UB*00118	KA BAO JENNRICH			Check Sequence: 7	ACH Enabled: False
	Refund Check 012140-000, 6231 RED FOX RU	11.82	02/24/2026	615-00000-20200	
	Refund Check 012140-000, 6231 RED FOX RU	3.36	02/24/2026	612-00000-20200	
	Refund Check 012140-000, 6231 RED FOX RU	0.25	02/24/2026	615-00000-20200	
	Refund Check 012140-000, 6231 RED FOX RU	8.56	02/24/2026	602-00000-20200	
	Refund Check 012140-000, 6231 RED FOX RU	0.38	02/24/2026	602-00000-20200	
	Check Total:	24.37			
Vendor: 2045	KLM ENGINEERING, INC			Check Sequence: 8	ACH Enabled: False
11247	Water Tower #3 Rehab Project	7,500.00	02/27/2026	615-49550-50530	
	Check Total:	7,500.00			
	Total for Check Run:	169,174.98			
	Total of Number of Checks:	8			

Accounts Payable

Computer Check Proof List by Vendor

User: TiffaniFolstad
 Printed: 03/06/2026 - 8:17AM
 Batch: 00001.03.2026 - 03062026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1648	ABM Equipment & Supply, LLC			Check Sequence: 1	ACH Enabled: False
10636	PW VEH R/M	1,100.45	03/05/2026	101-43000-50404	
	Check Total:	1,100.45			
Vendor: 1005	ACE SOLID WASTE			Check Sequence: 2	ACH Enabled: False
12964568T067	MARCH 2025 TRASH SERVICE	395.64	03/05/2026	101-43000-50387	
12964568T067	MARCH 2025 TRASH SERVICE	261.52	03/05/2026	602-49450-50387	
12964568T067	MARCH 2025 TRASH SERVICE	139.63	03/05/2026	101-42280-50387	
12964568T067	MARCH 2025 TRASH SERVICE	155.25	03/05/2026	609-49750-50387	
12964568T067	MARCH 2025 TRASH SERVICE	128.79	03/05/2026	615-49550-50387	
12964568T067	MARCH 2025 TRASH SERVICE	244.22	03/05/2026	101-41940-50387	
12964568T067	MARCH 2025 TRASH SERVICE	111.22	03/05/2026	101-45500-50387	
12964568T067	MARCH 2025 TRASH SERVICE	63.36	03/05/2026	615-49550-50387	
	Check Total:	1,499.63			
Vendor: 1662	AMAZON CAPITAL SERVICES			Check Sequence: 3	ACH Enabled: False
1 KND-XHFD-MJGC	OPERATING SUPPLIES	48.52	03/05/2026	609-48000-50210	
1 KND-XHFD-MJGC	OPERATING SUPPLIES	132.97	03/05/2026	609-49750-50210	
119D-CV43-XYX3	OFFICE SUPPLIES	98.00	03/05/2026	101-41420-50210	
19JL-TL73-GGWW	PORTABLE JUMP STARTER	47.49	03/05/2026	101-42110-50404	
1H9N-HTFL-NLH3	CONVEX MIRROR	47.49	03/05/2026	101-41420-50210	
1H9N-HTFL-NLH3	BACKUP BATTERY	159.29	03/05/2026	101-41420-50201	
1JVN-L4YF-W74M	ELECTION NEEDS	112.88	03/05/2026	101-41410-50210	
1JVN-L4YF-W74M	NETWORKING	21.47	03/05/2026	101-41420-50210	
1VPT-3X1T-CX4N	OPERATING SUPPLIES	23.97	03/05/2026	609-49750-50210	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	692.08			
Vendor: 1031	Aspen Mills			Check Sequence: 4	ACH Enabled: False
371323	PD UNIFORMS	650.00	03/05/2026	101-42110-50237	
371669	FD UNIFORMS	182.20	03/05/2026	101-42280-50237	
	Check Total:	832.20			
Vendor: 2144	AT&T			Check Sequence: 5	ACH Enabled: False
287294264933X03	TELEPHONE	2,113.34	03/05/2026	101-41420-50321	
	Check Total:	2,113.34			
Vendor: 1038	AUTOMATIC SYSTEMS CO.			Check Sequence: 6	ACH Enabled: False
44648	WASTEWATER SCADA	2,059.58	03/05/2026	602-49450-50300	
	Check Total:	2,059.58			
Vendor: 2207	BEAUDRY OIL & SERVICE, INC			Check Sequence: 7	ACH Enabled: False
1018204	PW DIESEL	5,623.49	03/05/2026	101-43000-50212	
	Check Total:	5,623.49			
Vendor: 1049	BELLBOY CORPORATION			Check Sequence: 8	ACH Enabled: False
0110857400	OPERATING SUPPLIES	134.61	03/05/2026	609-49750-50210	
0110857700	OPERATING SUPPLIES	120.55	03/05/2026	609-48000-50210	
0110875700	N/A SALES	400.81	03/05/2026	609-49750-50250	
0110875800	N/A SALES	83.78	03/05/2026	609-48000-50250	
0210540500	LIQUOR	240.40	03/05/2026	609-49750-50251	
0210540500	WINE	364.01	03/05/2026	609-49750-50253	
0210541000	WINE	363.90	03/05/2026	609-48000-50253	
0210541000	LIQUOR	589.44	03/05/2026	609-48000-50251	
0210588600	LIQUOR	1,950.90	03/05/2026	609-49750-50251	
0210588600	WINE	316.95	03/05/2026	609-49750-50253	
0210589000	LIQUOR	142.87	03/05/2026	609-48000-50251	
0210589000	WINE	362.13	03/05/2026	609-48000-50253	
03007261 00	THC	343.20	03/05/2026	609-49750-50254	
0300743000	THC	335.55	03/05/2026	609-49750-50254	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		5,749.10			
Vendor: 1052	BERNICKS			Check Sequence: 9	ACH Enabled: False
10460197	THC	62.96	03/05/2026	609-48000-50254	
10460198	N/A SALES	36.90	03/05/2026	609-48000-50250	
10460198	BEER	891.65	03/05/2026	609-48000-50252	
10460199	BEER CREDIT	-12.60	03/05/2026	609-48000-50252	
10460206	N/A SALES	125.00	03/05/2026	609-49750-50250	
10460206	BEER	3,252.30	03/05/2026	609-49750-50252	
10460207	BEER CREDIT	-29.99	03/05/2026	609-49750-50252	
10462480	BEER	2,132.20	03/05/2026	609-48000-50252	
10462485	BEER	6,191.95	03/05/2026	609-49750-50252	
10462487	N/A SALES	19.20	03/05/2026	609-49750-50250	
Check Total:		12,669.57			
Vendor: 1066	BREAKTHRU BEVERAGE MN WINE & SPIRITS, LLC			Check Sequence: 10	ACH Enabled: False
125717814	LIQUOR	75.00	03/05/2026	609-48000-50251	
125718567	WINE	113.65	03/05/2026	609-48000-50253	
125718568	LIQUOR	1,901.05	03/05/2026	609-48000-50251	
125718709	LIQUOR	3,608.02	03/05/2026	609-49750-50251	
125718710	WINE	839.10	03/05/2026	609-49750-50253	
125822667	LIQUOR	910.35	03/05/2026	609-48000-50251	
125822887	LIQUOR	599.55	03/05/2026	609-49750-50251	
Check Total:		8,046.72			
Vendor: 1082	Capitol Beverage Sales LP			Check Sequence: 11	ACH Enabled: False
30440318	BEER CREDIT	-11.25	03/05/2026	609-49750-50252	
3252569	N/A	54.50	03/05/2026	609-49750-50250	
3252569	LIQUOR	450.00	03/05/2026	609-49750-50251	
3252569	BEER	676.30	03/05/2026	609-49750-50252	
3252579	BEER	341.70	03/05/2026	609-48000-50252	
3252579	LIQUOR	450.00	03/05/2026	609-48000-50251	
Check Total:		1,961.25			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1092	CENTRAL PENSION FUND			Check Sequence: 12	ACH Enabled: False
FEB 2026	FEB 2025 CENTRAL PENSION FUND	5,019.29	03/05/2026	101-00000-21705	
	Check Total:	5,019.29			
Vendor: 1098	CHISAGO COUNTY AUDITOR-TREASURER			Check Sequence: 13	ACH Enabled: False
202600000040	AGREEMENT A 690821	46.00	03/05/2026	101-41400-50443	
	Check Total:	46.00			
Vendor: 1109	CINTAS			Check Sequence: 14	ACH Enabled: False
4260064667	UNIFORMS	30.53	03/05/2026	609-49750-50237	
4260064691	UNIFORMS	0.40	03/05/2026	101-45000-50237	
4260064691	UNIFORMS	29.22	03/05/2026	615-49550-50237	
4260064691	UNIFORMS	78.08	03/05/2026	101-43000-50237	
4260064691	UNIFORMS	4.35	03/05/2026	101-41940-50237	
4260064691	UNIFORMS	0.40	03/05/2026	609-49750-50237	
4260064691	UNIFORMS	9.19	03/05/2026	612-49700-50237	
4260064691	UNIFORMS	2.77	03/05/2026	101-45500-50237	
4260064691	UNIFORMS	2.58	03/05/2026	620-49600-50237	
4260064691	UNIFORMS	1.34	03/05/2026	101-42110-50237	
4260064691	SHOP TOWELS	10.55	03/05/2026	101-43000-50210	
4260064691	UNIFORMS	11.09	03/05/2026	602-49450-50237	
4260072387	OPERATING SUPPLIES	49.36	03/05/2026	609-49750-50210	
4260072427	OPERATING SUPPLIES	48.49	03/05/2026	609-48000-50210	
4260782799	UNIFORMS	30.53	03/05/2026	602-49450-50237	
4260782962	UNIFORMS	29.22	03/05/2026	615-49550-50237	
4260782962	SHOP TOWELS	10.55	03/05/2026	101-43000-50210	
4260782962	UNIFORMS	1.34	03/05/2026	101-42110-50237	
4260782962	UNIFORMS	9.19	03/05/2026	612-49700-50237	
4260782962	UNIFORMS	2.58	03/05/2026	620-49600-50237	
4260782962	UNIFORMS	0.40	03/05/2026	101-45000-50237	
4260782962	UNIFORMS	11.09	03/05/2026	602-49450-50237	
4260782962	UNIFORMS	2.77	03/05/2026	101-45500-50237	
4260782962	UNIFORMS	4.35	03/05/2026	101-41940-50237	
4260782962	UNIFORMS	78.08	03/05/2026	101-43000-50237	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
4260782962	UNIFORMS	0.40	03/05/2026	609-49750-50237	
	Check Total:	458.85			
Vendor: 2324	COMPASS GROUP NAD			Check Sequence: 15	ACH Enabled: False
157099	PD COFFEE	213.00	03/05/2026	101-42110-50210	
	Check Total:	213.00			
Vendor: 2072	Compass Minerals America Inc			Check Sequence: 16	ACH Enabled: False
1623641	SAND & SALT	25,131.80	03/05/2026	101-43000-50270	
	Check Total:	25,131.80			
Vendor: 2206	Core & Main LP			Check Sequence: 17	ACH Enabled: False
26167	WASTEWATER OPERATING SUPPLIES	2,039.40	03/05/2026	602-49450-50210	
Y454514	WASTEWATER R/M EQUIP	15,327.40	03/05/2026	602-49450-50404	
	Check Total:	17,366.80			
Vendor: 1122	Crystal Springs Ice			Check Sequence: 18	ACH Enabled: False
02-603623	N/A SALES	59.52	03/05/2026	609-48000-50250	
02-603624	N/A SALES	152.73	03/05/2026	609-49750-50250	
	Check Total:	212.25			
Vendor: 1129	DAHLHEIMER DISTRIBUTING			Check Sequence: 19	ACH Enabled: False
2667875	LIQUOR	0.60	03/05/2026	609-48000-50251	
2701667	BEER	7,879.05	03/05/2026	609-49750-50252	
2701818	N/A SALES	112.00	03/05/2026	609-49750-50250	
2701819	THC	450.00	03/05/2026	609-49750-50254	
2701820	LIQUOR	1,747.00	03/05/2026	609-49750-50251	
2702159	LIQUOR	148.00	03/05/2026	609-48000-50251	
2702160	THC	291.00	03/05/2026	609-48000-50254	
2702161	BEER	2,208.25	03/05/2026	609-48000-50252	
2707621	LIQUOR	94.00	03/05/2026	609-49750-50251	
2708063	THC	144.00	03/05/2026	609-48000-50254	
2708064	BEER	1,653.40	03/05/2026	609-48000-50252	
2708066	N/A SALES	140.65	03/05/2026	609-49750-50250	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2708067	BEER	6,817.20	03/05/2026	609-49750-50252	
	Check Total:	21,685.15			
Vendor: 1146	Earl F. Andersen			Check Sequence: 20	ACH Enabled: False
124007	TRAFFIC/STREET SIGNS	2,434.26	03/05/2026	101-43000-50482	
	Check Total:	2,434.26			
Vendor: 1152	EHLERS			Check Sequence: 21	ACH Enabled: False
104033	PROJECT HEART MTG/PREP	368.75	03/05/2026	201-46500-50300	
105313	General Financial Advisory	147.50	03/05/2026	201-46500-50300	
105314	Project Heart Review	737.50	03/05/2026	201-46500-50300	
105315	Review TIF App	1,180.00	03/05/2026	201-46500-50300	
105316	Review TIF District 2026-1	7,500.00	03/05/2026	201-46500-50300	
105317	TIF Administration	305.00	03/05/2026	201-46500-50300	
105318	General TIF Services Jan 2026	600.00	03/05/2026	201-46500-50300	
	Check Total:	10,838.75			
Vendor: 1220	Grainger			Check Sequence: 22	ACH Enabled: False
9805799948	EYE WASH	56.24	03/05/2026	101-43000-50210	
9805799948	EYE WASH	251.71	03/05/2026	101-41940-50210	
	Check Total:	307.95			
Vendor: 1234	Hach Company			Check Sequence: 23	ACH Enabled: False
14872158	WATER CHEM TESTING	552.59	03/05/2026	615-49550-50210	
14885761	WATER CHEMICALS	98.59	03/05/2026	615-49550-50210	
	Check Total:	651.18			
Vendor: 1239	Hawkins, Inc.			Check Sequence: 24	ACH Enabled: False
7348346	WASTEWATER CHEMICALS	390.00	03/05/2026	602-49450-50272	
	Check Total:	390.00			
Vendor: 1265	Isanti-Chisago County Star			Check Sequence: 25	ACH Enabled: False
1938725	EDA NOTICE	8.33	03/05/2026	201-46500-50351	
1939920	GAMBLING NOTICE	33.30	03/05/2026	101-41400-50351	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Check Total:		41.63			
Vendor: 1279	JOHNSON BROTHERS LIQUOR CO			Check Sequence: 26	ACH Enabled: False
168543	LIQUOR CREDIT	-130.09	03/05/2026	609-48000-50251	
168904	LIQUOR CREDIT	-10.83	03/05/2026	609-49750-50251	
171392	LIQUOR CREDIT	-379.62	03/05/2026	609-49750-50251	
2994330	LIQUOR	693.20	03/05/2026	609-49750-50251	
2994331	WINE	2,487.44	03/05/2026	609-49750-50253	
2994332	LIQUOR	2,260.75	03/05/2026	609-49750-50251	
2994333	LIQUOR	419.52	03/05/2026	609-48000-50251	
2994334	WINE	1,604.16	03/05/2026	609-48000-50253	
2994335	LIQUOR	316.83	03/05/2026	609-48000-50251	
2995330	LIQUOR	1,104.90	03/05/2026	609-49750-50251	
2995331	LIQUOR	1,104.90	03/05/2026	609-48000-50251	
2999140	LIQUOR	625.04	03/05/2026	609-49750-50251	
2999141	WINE	311.52	03/05/2026	609-49750-50253	
2999142	LIQUOR	6,433.37	03/05/2026	609-49750-50251	
2999143	WINE	46.89	03/05/2026	609-49750-50253	
2999144	LIQUOR	640.62	03/05/2026	609-48000-50251	
2999145	LIQUOR	2,195.51	03/05/2026	609-49750-50251	
2999146	LIQUOR	111.68	03/05/2026	609-48000-50251	
2999147	WINE	18.00	03/05/2026	609-48000-50253	
2999148	LIQUOR	440.18	03/05/2026	609-48000-50251	
2999149	LIQUOR	1,988.71	03/05/2026	609-48000-50251	
Check Total:		22,282.68			
Vendor: 1281	Jones Construction Services Inc			Check Sequence: 27	ACH Enabled: False
5417	30YD ROLL OFF	750.00	03/05/2026	101-43000-50387	
5433	30YD ROLL OFF	750.00	03/05/2026	101-43000-50387	
5434	30YD ROLL OFF	750.00	03/05/2026	101-43000-50387	
Check Total:		2,250.00			
Vendor: 1891	Kirvida Fire, Inc.			Check Sequence: 28	ACH Enabled: False
13983	2020 PUMPER BATTERY R/R	308.48	03/05/2026	101-42280-50404	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
13994	1990 E-One Hurr Repair to Waterway	6,494.70	03/05/2026	101-42280-50404	
	Check Total:	6,803.18			
Vendor: 2229	Kurita America Inc.			Check Sequence: 29	ACH Enabled: False
944353	WTP#1 R/M	3,000.00	03/05/2026	615-49550-50300	
945105	WTP#1 R/M	1,124.68	03/05/2026	615-49550-50404	
	Check Total:	4,124.68			
Vendor: 2325	LAKE AREA ROOFING & CONSTRUCTION, INC			Check Sequence: 30	ACH Enabled: False
3493	GEN BLDG ROOF R/M -FIRE	10,865.00	03/05/2026	620-49600-50401	
3494	GEN BLDG ROOF R/M	2,965.00	03/05/2026	620-49600-50401	
	Check Total:	13,830.00			
Vendor: 1302	Law Enforcement Labor Services			Check Sequence: 31	ACH Enabled: False
MAR 2026	PD MAR UNION DUES	876.00	03/05/2026	101-00000-21708	
	Check Total:	876.00			
Vendor: 1308	LegalShield			Check Sequence: 32	ACH Enabled: False
MAR 2026	PAYROLL DEDUCTIONS	46.85	03/05/2026	101-00000-21712	
	Check Total:	46.85			
Vendor: 1580	Loess Hills Holdings Inc			Check Sequence: 33	ACH Enabled: False
103062	SEWER LIFT STATION REPAIR	3,552.60	03/05/2026	602-49450-50404	
103073	SEWER LIFT STATION R/M	5,500.00	03/05/2026	602-49450-50404	
	Check Total:	9,052.60			
Vendor: 1176	M Health Fairview			Check Sequence: 34	ACH Enabled: False
15008994918	FD MED EXAM VISIT 15008994918	469.45	03/05/2026	101-42280-50314	
15009055062	ADMIN ASSIST VISIT 15009055062	116.00	03/05/2026	101-41430-50314	
	Check Total:	585.45			
Vendor: 1643	McDonald Distributing			Check Sequence: 35	ACH Enabled: False
848690	THC CREDIT	-312.33	03/05/2026	609-48000-50254	
848690	BEER CREDIT	-125.25	03/05/2026	609-48000-50252	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
848691	THC	138.00	03/05/2026	609-48000-50254	
848691	BEER	1,064.95	03/05/2026	609-48000-50252	
848691	LIQUOR	168.70	03/05/2026	609-48000-50251	
848790	LIQUOR	215.00	03/05/2026	609-49750-50251	
848791	BEER	5,598.80	03/05/2026	609-49750-50252	
848791	N/A SALES	64.80	03/05/2026	609-49750-50250	
849609	LIQUOR	122.40	03/05/2026	609-48000-50251	
849609	BEER	2,255.55	03/05/2026	609-48000-50252	
849619	LIQUOR	631.60	03/05/2026	609-49750-50251	
849620	BEER	5,186.60	03/05/2026	609-49750-50252	
849620	N/A SALES	112.50	03/05/2026	609-49750-50250	
849657	BEER CREDIT	-91.08	03/05/2026	609-49750-50252	
849944	BEER CREDIT	-106.00	03/05/2026	609-48000-50252	
	Check Total:	14,924.24			
Vendor: 1644	MEGA BEER			Check Sequence: 36	ACH Enabled: False
IN-36783	BEER	443.25	03/05/2026	609-48000-50252	
	Check Total:	443.25			
Vendor: 1348	Metro Sales Inc.			Check Sequence: 37	ACH Enabled: False
3027855	COPY MACHINE LEASE	259.00	03/05/2026	101-41420-50219	
	Check Total:	259.00			
Vendor: 1353	MIDCONTINENT			Check Sequence: 38	ACH Enabled: False
16640100115259	CITY FACILITIES INTERNET	1,081.95	03/05/2026	101-41420-50243	
	Check Total:	1,081.95			
Vendor: 1364	Minnesota Elevator, Inc.			Check Sequence: 39	ACH Enabled: False
1175535	MARCH MONTHLY SERVICE	140.00	03/05/2026	101-41940-50300	
	Check Total:	140.00			
Vendor: 1404	MN TEAMSTERS #320			Check Sequence: 40	ACH Enabled: False
MAR 2025	UNION DUES TEAMSTERS	1,732.00	03/05/2026	101-00000-21708	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,732.00			
Vendor: 2203	Morris Electronics, Inc.			Check Sequence: 41	ACH Enabled: False
18594	CABLING SUPPLIES	377.95	03/05/2026	101-41420-50210	
18611	MICROSOFT 365	227.62	03/05/2026	101-41420-50242	
18618	CABLING	1,312.50	03/05/2026	101-41420-50300	
18703	ENCRYPTION SOFTWARE	3,398.40	03/05/2026	101-41420-50242	
	Check Total:	5,316.47			
Vendor: 1423	N.B. Area Public Schools-Fuel			Check Sequence: 42	ACH Enabled: False
2026-064	MOTOR FUELS	317.64	03/05/2026	602-49450-50212	
2026-064	MOTOR FUELS	470.00	03/05/2026	101-43000-50212	
2026-064	MOTOR FUELS	60.77	03/05/2026	101-42400-50212	
2026-064	MOTOR FUELS	2,738.57	03/05/2026	101-42110-50212	
2026-064	MOTOR FUELS	18.50	03/05/2026	620-49600-50212	
2026-064	MOTOR FUELS	278.65	03/05/2026	101-42280-50212	
2026-064	MOTOR FUELS	120.45	03/05/2026	615-49550-50212	
	Check Total:	4,004.58			
Vendor: 2293	On-Line Retrievers			Check Sequence: 43	ACH Enabled: False
FEB 2026	FEB 2026 ANIMAL CONTROL	633.35	03/05/2026	101-42700-50310	
	Check Total:	633.35			
Vendor: 1893	Parman Energy Group, LLC			Check Sequence: 44	ACH Enabled: False
378083	PD VEH R/M	152.15	03/05/2026	101-42110-50404	
379916	WATER COMPRESSOR R/M	228.16	03/05/2026	615-49550-50404	
381675	PD VEH R/M	910.98	03/05/2026	101-42110-50404	
	Check Total:	1,291.29			
Vendor: 1474	PHILLIPS WINE & SPIRITS, INC			Check Sequence: 45	ACH Enabled: False
5130039	LIQUOR	2,223.30	03/05/2026	609-49750-50251	
5130040	LIQUOR	497.88	03/05/2026	609-49750-50251	
5130040	WINE	325.52	03/05/2026	609-49750-50253	
5130041	LIQUOR	879.20	03/05/2026	609-48000-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
5130042	WINE	195.68	03/05/2026	609-48000-50253	
5133567	LIQUOR	106.02	03/05/2026	609-49750-50251	
5133568	WINE	559.94	03/05/2026	609-49750-50253	
5133569	LIQUOR	106.02	03/05/2026	609-48000-50251	
5133570	WINE	558.10	03/05/2026	609-48000-50253	
571042	N/A SALES CREDIT	-14.01	03/05/2026	609-49750-50250	
	Check Total:	5,437.65			
Vendor: 1884	SUSO 4 North Branch, LP Pine Tree Commercial Realty			Check Sequence: 46	ACH Enabled: False
	STORE 2 MARCH RENT	6,574.33	03/05/2026	609-48000-50412	
	Check Total:	6,574.33			
Vendor: 1482	Post Haste Business Solutions			Check Sequence: 47	ACH Enabled: False
145391	APPRECIATION AWARD	64.99	03/05/2026	101-41110-50300	
	Check Total:	64.99			
Vendor: 2232	Pryes Brewing Company LLC			Check Sequence: 48	ACH Enabled: False
W-116653	BEER	115.50	03/05/2026	609-48000-50252	
W-116655	BEER	213.00	03/05/2026	609-49750-50252	
	Check Total:	328.50			
Vendor: 2066	RMB Environmental Laboratories, Inc.			Check Sequence: 49	ACH Enabled: False
B021440	WATER TESTING	105.00	03/05/2026	615-49550-50315	
B021448	WASTEWATER TESTING	130.20	03/05/2026	602-49450-50315	
	Check Total:	235.20			
Vendor: 2257	Row Sewer Service			Check Sequence: 50	ACH Enabled: False
23	PARK RESTROOMS	390.00	03/05/2026	101-45000-50415	
27	PARK RESTROOMS	390.00	03/05/2026	101-45000-50415	
28	PARK RESTROOMS	540.00	03/05/2026	101-45000-50415	
	Check Total:	1,320.00			
Vendor: 1495	Rusch Corporation			Check Sequence: 51	ACH Enabled: False
70978	LIFT STATION R/M	2,895.05	03/05/2026	602-49450-50404	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	2,895.05			
Vendor: 1512	SafeAssure Consultants, Inc.			Check Sequence: 52	ACH Enabled: False
3919	2026 SAFETY TRAINING	521.01	03/05/2026	101-45000-50300	
3919	2026 SAFETY TRAINING	340.66	03/05/2026	612-49700-50300	
3919	2026 SAFETY TRAINING	1,162.26	03/05/2026	615-49550-50300	
3919	2026 SAFETY TRAINING	180.35	03/05/2026	620-49600-50300	
3919	2026 SAFETY TRAINING	140.27	03/05/2026	101-45500-50300	
3919	2026 SAFETY TRAINING	2,064.01	03/05/2026	101-43000-50300	
3919	2026 SAFETY TRAINING	220.43	03/05/2026	101-41940-50300	
3919	2026 SAFETY TRAINING	60.12	03/05/2026	101-42110-50300	
3919	2026 SAFETY TRAINING	1,302.53	03/05/2026	602-49450-50300	
3919	2026 SAFETY TRAINING	20.04	03/05/2026	609-49750-50300	
	Check Total:	6,011.68			
Vendor: 2116	Amy Schweigert			Check Sequence: 53	ACH Enabled: False
1259	NBFD Meeting	424.00	03/05/2026	101-42280-50300	
	Check Total:	424.00			
Vendor: 2070	Short-Elliott-Hendrickson, Inc.			Check Sequence: 54	ACH Enabled: False
503869	ANN ENV REPORT	2,000.00	03/05/2026	615-49550-50300	
503869	ANN ENV REPORT	2,500.00	03/05/2026	101-43000-50300	
503869	ANN ENV REPORT	2,000.00	03/05/2026	620-49600-50300	
	Check Total:	6,500.00			
Vendor: 2288	SNAP-ON CREDIT LLC			Check Sequence: 55	ACH Enabled: False
MAR 2025	SCAN SUBSCRIP	94.00	03/05/2026	101-43000-50433	
	Check Total:	94.00			
Vendor: 1534	SOUTHERN GLAZERS WINE & SPIRITS OF MINNESOTA			Check Sequence: 56	ACH Enabled: False
2726439	WINE	381.81	03/05/2026	609-48000-50253	
2726861	WINE	515.51	03/05/2026	609-49750-50253	
2728951	WINE	263.59	03/05/2026	609-48000-50253	
2729434	LIQUOR	165.50	03/05/2026	609-49750-50251	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
2729435	WINE	259.29	03/05/2026	609-49750-50253	
	Check Total:	1,585.70			
Vendor: 1542	Staples			Check Sequence: 57	ACH Enabled: False
6057319404	OFFICE SUPPLIES	361.82	03/05/2026	101-41940-50210	
	Check Total:	361.82			
Vendor: 2326	EPCRA PROGRAM STATE OF MN DEPT OF PUBLIC SAFETY			Check Sequence: 58	ACH Enabled: False
1306000142025	HAZ CHEM/MATERIAL FEE	100.00	03/05/2026	602-49450-50433	
130600034205	HAZ CHEM INVENTORY FEE	25.00	03/05/2026	620-49600-50433	
	Check Total:	125.00			
Vendor: 1550	STREICHERS			Check Sequence: 59	ACH Enabled: False
1811561	UNIFORM/BOOTS-DJ	215.00	03/05/2026	101-42110-50237	
1811747	NEW HIRE UNIFORM	179.98	03/05/2026	101-42110-50237	
	Check Total:	394.98			
Vendor: 1641	Taft Stettinius & Hollister LLP			Check Sequence: 60	ACH Enabled: False
6999788	PROJECT HEART 2025 EXPENSE	4,500.00	03/05/2026	201-46500-50304	
	Check Total:	4,500.00			
Vendor: 1569	The Wine Company			Check Sequence: 61	ACH Enabled: False
434310	WINE	129.00	03/05/2026	609-48000-50253	
	Check Total:	129.00			
Vendor: 1584	U.S. Bank Equipment Finance			Check Sequence: 62	ACH Enabled: False
575929302	PLOTTER	75.07	03/05/2026	101-41420-50219	
	Check Total:	75.07			
Vendor: 1595	VATA Communications Inc			Check Sequence: 63	ACH Enabled: False
10-16128	NEW DESK PHONE - PW ADMIN ASSIST	174.17	03/05/2026	101-41420-50201	
	Check Total:	174.17			
Vendor: 1598	Viking Coca-Cola Bottling Co.			Check Sequence: 64	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
3867318	N/A SALES	183.10	03/05/2026	609-49750-50250	
	Check Total:	183.10			
Vendor: 1611	WATSON COMPANY			Check Sequence: 65	ACH Enabled: False
156200	N/A SALES	1,022.61	03/05/2026	609-49750-50250	
	Check Total:	1,022.61			
Vendor: 1621	Windstream			Check Sequence: 66	ACH Enabled: False
017734875-03/26	LANDLINES/FAXES	319.93	03/05/2026	101-41420-50321	
	Check Total:	319.93			
Vendor: 1622	WINE MERCHANTS			Check Sequence: 67	ACH Enabled: False
7554451	WINE	145.84	03/05/2026	609-49750-50253	
	Check Total:	145.84			
Vendor: 1624	Winnick Supply, Inc.			Check Sequence: 68	ACH Enabled: False
90913	PW EQUIP R/M	648.29	03/05/2026	101-43000-50404	
91232	PW SHOP SUPPLIES	26.38	03/05/2026	101-43000-50210	
	Check Total:	674.67			
Vendor: 1628	WSB & Associates, Inc.			Check Sequence: 69	ACH Enabled: False
JAN 2026	R-033098-000-1 ESSBY BUS PK 5TH PLT	9,756.50	03/05/2026	476-46500-50303	
JAN 2026	R-031777-000-1 2026 CITY ENG SERV	8,261.25	03/05/2026	101-41700-50303	
JAN 2026	R-032786-000-2 WELLHEAD PP PH1	1,554.00	03/05/2026	615-49550-50303	
JAN 2026	R-021646-000-19 SRTS	485.00	03/05/2026	486-46500-50303	
JAN 2026	R-032810-000-2 FLETCHER AVE EXT	37,304.36	03/05/2026	476-46500-50303	
JAN 2026	R-024317-000-19 MEADOWS RIDGE	107.50	03/05/2026	101-00000-21165	
JAN 2026	R-027113-000-13 2025 COMP SS PLAN	106.00	03/05/2026	602-49450-50303	
JAN 2026	R-032813-000-2 LP EXPERT FINISH	586.00	03/05/2026	476-46500-50303	
JAN 2026	R-019771-000-36 MS4	1,007.50	03/05/2026	612-49700-50303	
JAN 2026	R-032117-000-4 2025 BRIDGE SAFETY INS	1,392.50	03/05/2026	612-49700-50303	
JAN 2026	R-032809-000-2 2026 PVMT IMP PROJ	12,620.75	03/05/2026	101-43000-50303	
	Check Total:	73,181.36			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1637	Ziegler Cat			Check Sequence: 70	ACH Enabled: False
2312187	STREET VEH R/M	240.30	03/05/2026	101-43000-50404	
2312187	STREET SHOP SUPPLIES	492.62	03/05/2026	101-43000-50482	
CM000279059	CORE RETURN CREDIT	-786.96	03/05/2026	101-43000-50404	
SI000766137	GENERATION REPAIRS - FIRE	2,706.86	03/05/2026	620-49600-50404	
SI000766139	GENERATION REPAIRS - FIRE	1,502.93	03/05/2026	620-49600-50404	
	Check Total:	4,155.75			
	Total for Check Run:	333,736.29			
	Total of Number of Checks:	70			

Accounts Payable

Checks by Date - Summary by Check Number

User: TiffaniFolstad
Printed: 3/5/2026 4:14 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
6084	1362	MINNESOTA REVENUE	02/18/2026	27,389.00
6085	1362	MINNESOTA REVENUE	02/18/2026	1,045.00
6086	2107	US BANK - CREDIT CARDS	01/07/2026	40,763.44
6087	1424	N.B. Fire Relief Association	02/27/2026	472.00
6088	2308	METROPOLITAN LIFE INSURANCE CC	02/27/2026	5,322.23
6089	1592	US Postal Service	02/26/2026	1,180.51
6090	1941	WEX, Inc.	02/25/2026	112.25
6091	1118	Commissioner Of Revenue (W/H)	02/27/2026	8,904.27
6092	1372	Minnesota State Retirement	02/27/2026	2,692.56
6093	1468	PERA (Payroll W/H)	02/27/2026	36,032.53
6094	1585	United States Treasury	02/27/2026	37,632.70
Report Total (11 checks):				161,546.49



NORTH BRANCH —Minnesota—

Kevin Schieber
Mayor

Robert Canada
Councilmember/Acting Mayor

Jeff Goulet
Councilmember

Jim Ibinger
Councilmember

Patrick Meacham
Councilmember

**CITY COUNCIL
REGULAR AGENDA
WEDNESDAY, FEBRUARY 25, 2026 @ 6:00 PM
CITY HALL, 6408 ELM STREET, NORTH
BRANCH, MN 55056**

MINUTES OF THE PROCEEDINGS OF THE CITY COUNCIL OF THE CITY OF NORTH BRANCH IN THE COUNTY OF CHISAGO AND IN THE STATE OF MINNESOTA

REGULAR MEETING

Wednesday, February 25, 2026

1. CALL TO ORDER

Mayor Kevin Schieber called the North Branch City Council meeting to order at 6:00 PM.

2. PLEDGE OF ALLEGIANCE

Mayor Kevin Schieber led the Pledge of Allegiance.

3. ROLL CALL

Present: Mayor Kevin Schieber, Councilmember Jeff Goulet, Councilmember Jim Ibinger,
Councilmember Patrick Meacham, Councilmember Robert Canada

Absent:

Remote:

Others Present:

Notes:

4. AGENDA APPROVAL

a. Approve Agenda

ACTION

RESULT: Passed

MOVER: Robert Canada

SECONDER: Patrick Meacham

AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada

ABSENT:

NOTES:

5. PRESENTATION & PROCLAMATION

- a. Recognition and Appreciation for Years of Dedication and Commitment to the City of North Branch - Gary Schaefer VERBAL UPDATE

The City of North Branch City Council gave a plaque to Gary Schaefer in recognition and appreciation for years of dedication and commitment to the City of North Branch.

6. PUBLIC COMMENT

Provides an opportunity for the public to address the Council on items that are not on the Agenda. Please raise your hand to be recognized. Please state your name and address for the record. This section is for the express purpose of addressing concerns of City services and operations. It shall not be used to clarify individual's views for political purposes.

7. CONSENT AGENDA

All matters listed under Consent Agenda are considered routine and/or non-controversial and will be approved by one motion. There will be no separate discussion of these items unless a Councilmember or citizen so requests, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

RESULT: Passed

MOVER: Patrick Meacham

SECONDER: Robert Canada

AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada

ABSENT:

NOTES:

- | | |
|--|--------|
| a. Claims | ACTION |
| b. Approval of Minutes - Regular Council Meeting - February 11th, 2026, 6:00 PM | ACTION |
| c. Approve 2026 Application for Right-of-Way License for ECE | ACTION |
| d. Approval of LG230 Application to Conduct Off-Site Gambling for the Northwest Area Jaycees | ACTION |
| e. Approval of Resolution # R-291-2026 authorizing the addition of Ash Street to the City of North Branch Municipal State Aid Street System | ACTION |
| f. Consider Resolution R-288-2026 Providing for the Issuance and Sale of \$3,280,000 General Obligation Equipment Certificates, Series 2026A | ACTION |
| g. Approval of Resolution R-292-2026 approving the Hemingway Meadows Minor Subdivision | ACTION |
| h. Approval of Resolution R-293-2026 approving a variance for lot size for PID 16.00482.10 | ACTION |
| i. Approval of City Specifications Update | ACTION |
| j. Authorize the Mayor to sign GORAIL's Railroad Transportation Reauthorization letter of support | ACTION |

8. PUBLIC HEARINGS

- a. Consider approval of Resolution R-294-2026 approving the vacation of a portion of Fletcher Ave Street right-of-way and drainage and utility easements for the Essby Business Park 5th Addition plat ACTION

Community Development Director Nate Sondrol presented Resolution R-294-2026 to approve the vacation of a portion of Fletcher Avenue Street right-of-way and drainage and utility easements for the Essby Business Park 5th Addition plat.

The North Branch Economic Development Authority (EDA), has submitted a request for a Preliminary Plat for Essby Business Park 5th Addition. The site is located within the City's established industrial park area, generally west of CSAH 30, east of I-35, and south of 410th Street.

The purpose of the proposed plat is to consolidate and reconfigure existing lots, outlots, and public right-of-way areas to allow for the development of a large-scale manufacturing facility.

The Preliminary Plat proposes the creation of a 120-acre lot intended to accommodate a future LP Siding manufacturing facility, along with additional industrial lots, outlots, drainage and utility easements, and associated right-of-way adjustments. The subject property consists of approximately 220.14 total acres and is zoned I-Industrial.

The proposed action includes the vacation of the existing ROW and property boundary Drainage and Utility Easements (Easements) within the existing platted North Branch Industrial Park and Essby Business Park 2nd and 3rd Additions. The proposed replatting of the lots would allow for dedicating new Right of Way and drainage and utility in alignment with the new lot lines. This is a cleaner approach from a title perspective.

Mayor Kevin Schieber opened up the Public Hearing at 6:11 PM.

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Robert Canada
AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada
ABSENT:
NOTES:

There was a question whether this resolution was in preparation for the factory that is currently being proposed in the Business Park. Mayor Kevin Schieber answered that it is part of it.

Mayor Kevin Schieber closed the Public Hearing at 6:15 PM

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Robert Canada
AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada
ABSENT:
NOTES:

Motion to approve R-294-2026 approving the vacation of a portion of Fletcher Ave Street right-of-way and drainage and utility easements for the Essby Business Park 5th Addition Plat.

RESULT: Passed
MOVER: Kevin Schieber
SECONDER: Robert Canada
AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada

ABSENT:

NOTES:

9. STAFF REPORTS

- a. Consider approval of Resolution R-295-2026 approving the Essby Business Park 5th Addition Preliminary and Final Plat ACTION

Community Development Director Nate Sondrol presented Resolution R-295-2026 approving the Essby Business Park 5th Addition Preliminary and Final Plat. The North Branch Economic Development Authority (EDA), has submitted a request for a Preliminary Plat for Essby Business Park 5th Addition. The site is located within the City's established industrial park area, generally west of CSAH 30, east of I-35, and south of 410th Street.

The purpose of the proposed plat is to consolidate and reconfigure existing lots, outlots, and public right-of-way areas to allow for the development of a large-scale manufacturing facility.

The Preliminary Plat proposes the creation of a 120-acre lot intended to accommodate a future LP Siding manufacturing facility, along with additional industrial lots, outlots, drainage and utility easements, and associated right-of-way adjustments. The subject property consists of approximately 220.14 total acres and is zoned I-Industrial.

The Planning Commission held a public hearing on February 3, 2026, and there was no public comment. The Planning Commission recommended approval of the request.

Motion to approve Resolution R-295-2026 approving the Essby Business Park 5th Addition Preliminary and Final Plat.

RESULT: Passed

MOVER: Jeff Goulet

SECONDER: Robert Canada

AYES: Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada

ABSENT:

NOTES:

- b. Consider approval of Resolution R-296-2026 to approve a Conditional Use Permit for Outdoor Storage for Louisiana Pacific ACTION

Community Development Director Nate Sondrol presented Resolution R-296-2026 to approve a Conditional Use Permit for Outdoor Storage for Louisiana Pacific. Louisiana-Pacific Corporation (LP) has submitted an application for a Conditional Use Permit to allow outdoor storage of raw materials and finished products associated with a proposed 120- acre industrial site within the City of North Branch.

The proposed facility will receive unpainted OSB-based siding products by truck and rail, which will be temporarily stored outdoors prior to being processed inside the building. Finished products will also be stored outdoors in designated storage areas prior to shipment. Outdoor storage is a required operational component of LP's ExpertFinish facilities and is necessary due to the volume, variety, and logistics of the materials involved.

The proposed outdoor storage areas are shown on the submitted site plan and will consist of large paved storage yards, internal forklift aisles, and truck circulation routes. Product stacks will generally be approximately 16 feet in height for inbound materials and less than 12 feet in height for

finished products. Other outdoor storage will include pallets, empty paint totes, and related materials. Trash compactors and dumpsters will be located outdoors but under roof.

The site is planned to operate 24 hours per day, though shipping activities are currently anticipated to occur primarily during weekday day shifts . The Planning Commission held a public hearing on February 3, 2026, for the request, and there was no public comment.

Motion to approve Resolution R-296-2026 to approve a Conditional Use Permit for Outdoor Storage for Louisiana Pacific.

RESULT: **Passed**
MOVER: **Jeff Goulet**
SECONDER: **Robert Canada**
AYES: **Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada**
ABSENT:
NOTES:

- c. Consideration of support for a TIF Application for the Herzog Apartments (Unique ACTION Opportunities LLC)

Community Development Director Nate Sondrol presented the consideration of support for a TIF Application for the Herzog Apartments (Unique Opportunities, LLC) for the construction of a 236-unit multifamily residential development in North Branch. The site would include (2) 88-unit buildings and (1) 60-unit building. The proposed project is planned for the area located on the East side of the intersection of Falcon Avenue and 382nd Drive and is immediately south of the Ecumen site. The property in consideration is approximately 10 acres and is currently utilized as vacant land that is zoned and guided as High Density Residential.

Rebecca Kurtz from Ehlers gave a preliminary review of the TIF application for the Herzog Apartments. The consensus of the City Council was that they would not consider support for the TIF Application for the Herzog Apartments.

- d. Finance Update INFO

Finance Director Sharon Wright presented the Finance Update.

Cash and Investments

The City maintains a strong liquidity position to support daily operations and financial stability.

- Operating Cash: Approximately \$8.3 million is held in checking and money market accounts.
- Target Balance: \$6.0 million to ensure adequate liquidity while minimizing exposure to penalties associated with large invoices or pay applications.
- Variance: Year-end cash exceeded the target due to the timing of the second installment of property tax collections received in early December.

In addition, the City holds \$17.6 million in diversified investments, including U.S. Agencies, U.S. Treasuries, Certificates of Deposit, and Bonds.

- Average Earnings Rate (December): 3.9%
- Monthly Interest Income: Approximately \$50,000

- The investment portfolio continues to generate stable returns while maintaining a conservative approach focused on safety and liquidity.

Liquor Store

The Liquor Store Fund showed significant financial improvement compared to the prior year.

- Revenue: Increased 0.8% over 2024; \$109,000 below 2025 budget.
- Expenses: Decreased 6.7% from prior year; approximately \$341,000 under budget.
- Net Income Percentage:
 - 2025: 6.86%
 - 2024: 1.35%

Improved performance is largely attributable to expense control and wage savings resulting from a vacant position during the latter half of the year. Year-end figures include accruals for depreciation, wages, and compensated absences in preparation for the annual audit. Additional adjustments may occur prior to the issuance of the final 2025 financial statements.

General Financial Update

The preliminary year-end figures reflect the same accrual methodology used for the Liquor Store, with the key distinction that the General Fund does not record depreciation.

The December 31, 2025 financial results are preliminary. Additional accruals and audit adjustments remain in process, and final figures will be presented following completion of the annual audit in April.

Overall Financial Position

- Liquidity remains strong and above target levels.
- Investment earnings continue to provide steady supplemental revenue.
- Liquor Store operations demonstrated improved profitability due to expense control and wage savings.
- All figures remain preliminary pending audit completion.

- e. Consider approval of Resolution # 297-2026 Authorizing Preliminary Design Services contract of Northwest Old Town Street and Utilities Improvement Project ACTION

Heidi Hamilton, Senior Project Manager with WSB, presented Resolution R-297-2026 Authorizing Preliminary Design Services contract of Northwest Old Town Street and Utilities Improvement Plan. The City Council considered proceeding with this project in 1995, 2006, and again in 2016. In all instances, the project did not go forward due to high assessment costs. A new assessment policy was adopted in August 2025 and used in developing the proposed financial plan for the project.

A neighborhood meeting to discuss the project was held on November 17, 2025. Public Hearings on the project were held at the City Council meetings on December 9, 2025, and continued to January 13, 2026.

Notices of the public hearings were sent to residents and property owners, and notice was published in the official newspaper as required by Minnesota Statute 429. A project information sheet was included with the most recent mailing, and a website has been created (<https://nwoldtown-wsbeng.arcgis.com>) to share information about the project more widely. At the January 13 Council meeting, the Council

delayed project construction until 2027 and directed staff to gather additional public input and address questions that were raised at the public hearing.

The next step for this project to move forward is to complete additional engineering design to address questions and meet with community members to provide additional opportunity for input prior to asking the Council to consider moving forward with the final design. The city's engineering firm, WSB, has prepared a scope of work to complete the next necessary steps.

The proposed scope of work includes:

- Review of the trunk water main needs in Cedar Street
- Review of MSA designation on Cedar Street and 12th Avenue
- Review of alternative stormwater management options
- Two public meetings, in March and in May
- Two mailings to notify residents of the meetings
- Project website updates
- Preparation of ownership and encumbrance reports to determine right-of-way acquisition needs for the project
- Preparation of a project benefits appraisal to determine the value of the proposed improvement to adjacent properties.
- Returning to Council in mid-summer with a design update and opportunity for the Council to direct the preparation of Final Plans and Specifications. If approved at that time, the project could be bid in December 2026 for 2027 construction.

The estimated costs for this work are \$70,787.

- Motion to approve Resolution R-297-2026 Authorizing Preliminary Design Services contract of the Northwest Old Town Street and Utilities Improvement Project.

RESULT: **Passed**

MOVER: **Kevin Schieber**

SECONDER: **Robert Canada**

AYES: **Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada**

ABSENT:

NOTES:

10. MAYOR/CITY COUNCIL

Councilmember Robert Canada gave the Public Safety Update. For the Fire Department, the ladder truck is expected to arrive during the month of May. The existing ladder truck that was out of service has been fixed and is back in service. The next item that they would like to purchase is a tanker, which is needed if a structure is on its own well and septic, as it won't be enough water to fight the fire if there isn't a fire hydrant located nearby. Having a second tanker would close the gap, so once the water is used from the first tanker, there isn't a gap of waiting for water; the second tanker would relieve that gap in water supply. For the Police Department, there was a meeting with the FLOCK representative regarding

FLOCK Cameras. Rush City, Wyoming, Chisago, and Forest Lake currently utilize FLOCK cameras, so it's definitely catching momentum.

Mayor Schieber discussed that he and some staff members were at the State Capitol. There was a public hearing regarding the LP project and its application to the Minnesota Forward Fund. The application now moves to the DEED (Department of Employment and Economic Development) Commissioner for review and hopefully approval, which should take no more than 30 days. Once that happens, then DEED and LP can start to finalize the terms of the loan agreement. Mayor Schieber and City Administrator Matthew Hill to visit with the MNDOT Legislative Affairs Manager and the co-vice chair of the capital investment committee. Overall, good positive feedback.

Mayor Schieber gave an EDA update. There was a purchase agreement proposal that was submitted, but the EDA Committee decided that it didn't meet the value criteria.

Councilmember Meacham gave a Planning Commission update. Nate Ehalt was voted chair of the Planning Commission for this year.

Councilmember Meacham gave a PTO Commission update. Summer Concerts in the Park are all scheduled. Kick off on June 23rd, and runs through August 8th.

11. ADJOURNMENT

The City of North Branch City Council Meeting adjourned at 7:36 PM.

RESULT:	Passed
MOVER:	Kevin Schieber
SECONDER:	Robert Canada
AYES:	Kevin Schieber, Jeff Goulet, Jim Ibinger, Patrick Meacham, Robert Canada
ABSENT:	
NOTES:	



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 03/02/2026

Board & Commission: City Council

Subject: Approval of Application for Cannabis Retail Registration - Low Potency Hemp Retailer - AM Tobacco

Background Information:

AM Tobacco LLC has applied for a Cannabis Retail Registration Application for a Lower-Potency Hemp Edible Retailer located at 38855 Forest Blvd, North Branch, MN 55056. The organization has applied for a license, along with paying the appropriate fee.

Requested Action:

Approve the Lower-Potency Hemp Edible Retailer for AM Tobacco LLC.

Voting Requirements:

Voting Options Simple Majority



Cannabis Retail Registration Application

NORTH BRANCH

TODAY'S DATE 2-23-2026

Application Type: ☒ Initial Registration ☐ Renewal Registration

Cannabis License Information:

Check the type of license approved by the Office of Cannabis Management.

- | | |
|--|---|
| ☐ Microbusiness - \$500 Initial Registration Fee, \$1,000 Annual Renewal | ☐ Cannabis Retailer- \$500 Initial Registration Fee, \$1,000 Annual Renewal |
| ☐ Mezzobusiness - \$500 Initial Registration Fee, \$1,000 Annual Renewal | ☐ Medical Cannabis Combination Business - \$500 Initial Registration Fee, \$1,000 Annual Renewal |
| ☒ Lower-Potency Hemp Edible Retailer - \$125 Annual Registration Fee | |

Retail Location Information:

Parcel number of property where the retail business will be located _____

Address of Retail Location AM Tobacco LLC 38855 Forest Blvd

City North Branch State MN Zip Code 55056

Applicant Information:

Applicant's Full Name Mahmoud Musa Ibrahim

Applicant's Address _____

City Blaine State MN Zip Code 55434

Phone # _____ Email Address _____

Are you the owner of the property where the retail business will be located? ☐ Yes ☒ No

If no, property owner information below is required.

Property Owner Information: If different than applicant information

Property Owner's Full Name Emily Sampson

Owner's Address 38855 Forest Blvd

City North Branch State MN Zip Code 55056

Phone # _____ Email Address _____



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 03/05/2026

Board & Commission: City Council

Subject: Approval of Application for Cannabis Retail Registration Low Potency Hemp Retailer - North Branch Liquor Stores

Background Information:

North Branch Liquors has received its Minnesota Lower-Potency Hemp Edible Retailer License from the Minnesota Office of Cannabis Management. The City had added a license requirement for Cannabis and Low-potency hemp sales within the City that aligns with State requirements.

Requested Action:

Approve the Lower-Potency Hemp Edible Retailer for North Branch Liquors.

Voting Requirements:

Voting Options Simple Majority



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 03/02/2026

Board & Commission: City Council

Subject: Approval of Application for Cannabis Retail Registration - Low Potency Hemp Retailer - King Tobacco

Background Information:

King Tobacco has applied for a Cannabis Retail Registration Application for a Lower-Potency Hemp Edible Retailer located at 6063 Main Street, Suite D, North Branch, MN 55056. The organization has applied for a license, along with paying the appropriate fee.

Requested Action:

Approve the Lower-Potency Hemp Edible Retailer for King Tobacco.

Voting Requirements:

Voting Options Simple Majority



NORTH BRANCH

Cannabis Retail Registration Application

TODAY'S DATE 2/25/26

Application Type: ☒ Initial Registration ☐ Renewal Registration

Cannabis License Information:

Check the type of license approved by the Office of Cannabis Management.

☐ Microbusiness - \$500 Initial Registration Fee, \$1,000 Annual Renewal

☐ Mezzobusiness - \$500 Initial Registration Fee, \$1,000 Annual Renewal

☒ Lower-Potency Hemp Edible Retailer - \$125 Annual Registration Fee

☐ Cannabis Retailer - \$500 Initial Registration Fee, \$1,000 Annual Renewal

☐ Medical Cannabis Combination Business - \$500 Initial Registration Fee, \$1,000 Annual Renewal

Retail Location Information:

Parcel number of property where the retail business will be located _____

Address of Retail Location 6063 Main St, Suite D

City North Branch State MN Zip Code 55056

Applicant Information:

Applicant's Full Name BINH VAN DO

Applicant's Address _____

City SARTELL State MN Zip Code 56377

Phone # _____ Email Address _____

Are you the owner of the property where the retail business will be located? ☐ Yes ☒ No
If no, property owner information below is required.

Property Owner Information: If different than applicant information

Property Owner's Full Name phil carlson

Owner's Address 8057. 360th street

City North Branch State MN Zip Code 55056

Phone # _____ Email Address _____



Prepared By: Tonya Kostuch, City Clerk

Presenter: Tonya Kostuch, City Clerk

Date: 03/05/2026

Board & Commission: City Council

Subject: Approval of Mobile Food Truck License - Chick-fil-A Tri-State Food Truck

Background Information:

Chick-fil-A Tri-State Food Truck has applied for an Annual Mobile Food Truck License to sell sandwiches, nuggets, waffle fries, salads, desserts and sodas at 5630 St. Croix Trail, North Branch, MN 55056. The first date will be on March 16th, 2006. All documents are in order, and payment has been made to cover the annual fee.

Requested Action:

Approve the Mobile Food Truck License application for Chick-fil-A Tri-State Food.

Voting Requirements:

Voting Options Simple Majority



NORTH BRANCH

VENDOR LICENSE APPLICATION

MOBILE FOOD UNIT

APPLICANT INFORMATION	
Full Legal Name (F,M,L)	Matthew James Stockdale
Address	
Phone	Home
Email	

BUSINESS INFORMATION	
Business Owner Name	☐ Same as applicant.
Business Name	dreamBig Hospitality LLC
Doing Business As	Chick-fil-A Tri-State Food Truck

OWNER INFORMATION	
Operator Name	Matthew Stockdale ☐ Same as applicant.
Employee Name	Jeffery Beltz
Employee Name	Donald Mickow
Employee Name	Damian Santos Santos

VEHICLE INFORMATION					
License Plate	State	Make	Model	Year	Color
	MN	Ford	F59	2022	Red

LOCATION INFORMATION			
☒ Private Property	☐ Downtown District	☐ City Property	☐ Community Event
Location Address	5630 St Croix Trail, North Branch, MN 55056		
Vehicle Location on Site	Parking Lot		

OPERATIONS INFORMATION				
Date of Operation First Visit	3/16	From	1-6 visits a year	To
Hours of Operation		From	11 AM	To 6 pm
Items to be Sold	Chick-fil-A Products (Chicken sandwiches, nuggets, waffle fries, cookies, brownies, salads, wraps, lemonade, sweet tea, Coke products)			

FEES			
\$30 – Event (1 to 3 Days)	☒	\$100 – Annual	\$50 – Background Check*

Background Check Fee for Ice Cream Vendors only.

ACKNOWLEDGEMENT

I have completed all of the applicable licensing requirements and, to the best of my knowledge, the documents and information I have submitted are true and correct. I have read the City ordinance regarding Mobile Food Units, and understand the rules and regulations set therein. I agree to hold harmless and indemnify the City, and its officers and employees, for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of this license.

Matthew Stockdale

Applicant Signature

3/2/2026

Date

OPERATIONAL REQUIREMENTS	
City Code Section §18-350 to §18-357 sets the following the conditions of operation for Mobile Food Units.	
1. Must possess valid City Vendor License for dates of operation. 2. Must possess and present valid food license from State and/or Chisago County health agencies. 3. May operate from 8 a.m. to 10 p.m., and must be removed by 10:30 p.m., unless otherwise permitted. 4. Must have permission to operate on public or private property, and must be located in excess of 50 feet from a restaurant main entrance, unless otherwise permitted. 5. Must meet setbacks of five (5) feet from side and rear yards and 20 feet from driveways on public and private property, except in the Downtown District. 6. May occupy no more than two (2) on-street parking spaces when operating in the Downtown District, and may not obstruct pedestrian or traffic movement. 7. May not occupy accessible parking spaces or spaces used to fulfill minimum parking requirements. 8. May not sell to the general public in residential zones unless a Special Event Permit is issued to the Mobile Food Unit, except for Ice Cream Vendors. 9. Must provide own power supply and garbage and recycling receptacles. 10. May not have external seating, and only signage affixed to the vehicle is allowed. 11. Must provide food from a fixed location and may not operate a drive up or drive through service. 12. May not generate external audible noise, other than that which is typical to the operation, except for Ice Cream Vendors which may use outdoor music or noise-making devices to announce their presence.	

OPERATIONAL REQUIREMENTS	
Application Fee	Non-refundable application fee payable to the City of North Branch.
Background Check Fee	Non-refundable fee for background verification; Ice Cream Vendors only.
Licenses	A copy of all applicable licenses issued by the State of Minnesota and/or Chisago County necessary to operate a mobile food vending operation.
Insurance	A copy of Liability and Worker's Compensation insurances.
Property Approval	Completed Special Permissions Form authorizing a Mobile Food Unit to operate on private property.
Restaurant Waiver	Completed Special Permissions form authorizing a Mobile Food Unit to operate within 50 feet of a restaurant main entrance.
Pictures	Pictures of vehicle(s) to be located in community and set up of operation.
Menu	Copy of menu of food items for sale from the Mobile Food Unit.
Other Items	City staff reserve the right to require additional items be submitted for a full review of the application if deemed necessary to consider the request.
Submittal Format	(1) Hardcopy of Application & Attachments Electronic copy of Application & Attachments

All documents are public information.

NOTICE TO APPLICANT

A License Application is required for each Mobile Food Unit vehicle. Each owner, operator and/or employee of an Ice Cream Vendor that may conduct business in the City must complete the required background check. All License Applications for Mobile Food Units are reviewed individually and are evaluated based on their own merit(s). It is the responsibility of all applicants and license holders to review, understand and follow City Code Section §18-350 to §18-357 regarding Mobile Food Unit operations. The City reserves the right to deny applications for reasons including, but not limited to, failure to provide required information, and to revoke licenses for failure to comply with Mobile Food Unit operational requirements or other reasons as stated in City Code and/or loss of other required licenses, insurance, etc.



VENDOR LICENSE APPLICATION

MOBILE FOOD UNIT – SPECIAL PERMISSIONS

NOTICE TO PROPERTY OWNER	
Written consent is required of a Mobile Food Unit operator to conduct business on public or private property. City Code states, but is not limited to, the following regarding such operations on public or private property.	
1. Must be setback five (5) feet from side and rear property lines and 20 feet from driveways. 2. Must be located in excess of 50 feet from a restaurant main entrance, unless otherwise permitted. 3. May not occupy accessible parking spaces or spaces used to fulfill minimum parking requirements. 4. May operate from 8 a.m. to 10 p.m., and must be removed by 10:30 p.m. unless otherwise permitted.	

APPLICANT INFORMATION	
Name	Matt Stockdale
Business Name	dreamBig Hospitality LLC
Doing Business As	Chick-fil-A Tri-State Food Truck

PROPERTY INFORMATION			
Location	☐ Public Property	x	☐ Private Property
Business Name	Cartfull		
Address	5630 St Croix Trail, North Branch, MN 55056		
Contact Name	Justin	Position	Manager
Phone			
Email			

CONSENT

I hereby grant permission to the Mobile Food Unit listed on this application to temporarily locate their mobile vending operation on my property for the time period as described on the attached License Application.

Property Owner or Authorized Representative Signature

03-04-2026

Date

RESTAURANT WAIVER			
Mobile Food Unit shall be located within 50 feet of restaurant main entrance			
Restaurant Name			
Address			
Contact Name		Position	
Phone			
Email			

CONSENT

I hereby grant permission to the Mobile Food Unit listed on this application to temporarily locate their mobile vending operation on my property for the time period as described on the attached License Application.

Property Owner or Authorized Representative Signature

Date



CONSENT FOR THE RELEASE OF INFORMATION FOR APPLICATIONS

The individual(s) signing below authorizes the release of information to the City of North Branch the following information for the purpose of doing a background check on the applicant for Tobacco Licenses.

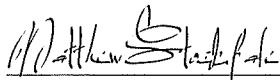
The individual(s) signing below understands that their records under state and federal privacy regulations are private and cannot be disclosed without my written consent unless otherwise provided by law.

The individual(s) signing below may cancel this consent at any time prior to the information being released and that in any event this consent form expires ninety days after signing.

Matthew James Stockdale

FULL NAME (PRINTED)

DATE OF BIRTH



SIGNATURE (authorizing release)



DRIVERS LICENSE NUMBER

3/2/2026

DATE SIGNED

Construction Codes and Licensing Division
Licensing and Certification Services
443 Lafayette Road North
St. Paul, MN 55155

E-mail: dli.license@state.mn.us
Website: www.dli.mn.gov
Phone: (651) 284-5034



Certificate of Compliance Minnesota Workers' Compensation Law

Print in ink or type

This form must be completed by the business license applicant.

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number	Alternate telephone number	
Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.) dreamBig Hospitality LLC			
DBA ("doing business as" or "also known as" an assumed name), if applicable Chick-fil-A Tri-State Food Truck			
Business address (must be physical street address, no P.O. boxes)	City Rochester	State MN	ZIP code 55904
County Olmsted	Email address		

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1. ☒ I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent) Lockton Affinity		
Policy number	Effective date 1/01/2026	Expiration date 1/1/2027

☐ **I am self-insured for workers' compensation.** (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce.)

2. I am not required to have workers' compensation insurance because:

- ☐ I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)
- ☐ I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)
- ☐ I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- ☐ I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name Matthew Stockdale

Applicant signature (required) 	Title Owner	Date 12/23/2025
------------------------------------	----------------	--------------------

If you have questions about completing this form or to request this form in Braille, large print or audio.

Certificate of Compliance MN Workers' Compensation Law 8.1.2024



MEMORANDUM

To: The Honorable Kevin Schieber
City of North Branch City Council

VIA EMAIL ONLY

cc: Matthew Hill, City Administrator

From: Christopher M. Hood

Date: March 4, 2026

Re: Legal Staff Report for March 11, 2026 City Council Meeting

- - - - -

We are submitting this memorandum to update the City of North Branch City Council on the work we performed as City Attorney during February 2026. The matters listed below are discussed in a general manner only for sake of brevity and to maintain any attorney-client privileged and/or confidential information/data.

Summary of City Matters

1. Personnel and Labor Matters
Attorneys reviewed, analyzed, and responded to questions regarding personnel matters.
2. Municipal Matters
Attorneys researched, reviewed, analyzed, advised and drafted a memorandum to Council on a septic system matter. Attorneys researched, reviewed documents, analyzed, advised and responded to a data practices request.
3. Land Use and Real Estate Matters
Attorneys reviewed, advised and drafted a response to a title opinion matter. Attorneys reviewed and advised on closing of a real estate transaction and drafted documents in relation to the same. Attorneys reviewed and responded to questions on a development agreement and final plat.
4. Staff Communications
Attorneys also make occasional day-to-day communications with the City Administrator, City Engineer and City staff regarding the above-referenced matters, among others.

CMH/sc



Prepared By: Matthew Hill, City Administrator

Presenter: Matt Fraley, Public Works Director

Date: 03/04/2026

Board & Commission: City Council

Subject: Approval of Resolution R-300-2026 approving Plans and Specifications and authorizing KLM Engineering to advertise for Bids for Water Tower # 3 Reconditioning Project

SUBJECT: Water Tower #3 Rehabilitation Project – Approval of Plans and Specifications and Authorization to Solicit Bids

BACKGROUND

Water Tower #3, located just north of the Sunrise Elementary School along Grand Ave, is a critical component of the City's water distribution system. A recent inspection and assessment determined that rehabilitation work is necessary to ensure the tower's long-term structural integrity and compliance with water quality standards. This project is a planned capital improvement necessary to maintain reliable water service for the community. KLM Engineering was approved at the October 14, 2025 City Council meeting to prepare the plans and specifications, as well as providing bidding assistance and recommendations for contractor selection. Construction management and supervision will be handled by KLM, with regular progress updates to be provided to the City of North Branch team, including the Public Works Director and the City Engineer.

DISCUSSION

The plans and specifications have been finalized by KLM and reviewed by staff. They are complete and ready for the public bidding process. Staff's goal is to solicit competitive bids to

ensure the project is constructed in the most cost-effective manner. Approval is requested to immediately publish the Request for Bids, with an anticipated bid opening date in April, 2026

RECOMMENDATION

Staff recommends that the City Council approve Resolution # 300-2026 authorizing the plans and specifications for the Water Tower #3 Rehabilitation Project and authorize KLM Engineering to advertise and solicit bids for the project.

ATTACHMENTS

1. Plans and Specifications for the Water Tower #3 Rehabilitation Project (Prepared by KLM)

Voting Requirements:

Voting Options **Simple Majority**

STATE OF MINNESOTA

COUNTY OF CHISAGO

CITY OF NORTH BRANCH

CITY COUNCIL RESOLUTION NO. R-300-2026

A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS AND AUTHORIZING KLM ENGINEERING TO SOLICIT BIDS FOR THE WATER TOWER #3 RECONDITIONING PROJECT

WHEREAS, the City's Water Utility Fund includes a Capital Improvement Plan (CIP) which includes reconditioning for the City's water towers; and,

WHEREAS, Water Tower #3 was constructed in 2004 and is programmed in the CIP for reconditioning in 2026; and,

WHEREAS, City Council has approved a proposal from KLM Engineering to provide engineering services for the reconditioning of Water Tower #3. The proposal includes KLM Engineering to complete the plans and specifications, ad for bid, construction inspection and observation, and testing; and,

WHEREAS, KLM Engineering has provided Plans and Specifications for the reconditioning project, which were reviewed by City Staff and the City Engineer.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH BRANCH, MINNESOTA, hereby approves the Water Tower #3 Reconditioning Plans and Specifications and authorizes KLM Engineering to move forward with the bidding process forthwith.

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the City Clerk dated this 11th day of March 2026.

Passed by the City Council of North Branch, Minnesota this 11th Day of March, 2026

Kevin Schieber, Mayor

Attested:

Tonya kostuch, City Clerk

CITY OF NORTH BRANCH MINNESOTA

CLEANING, REPAIRING, & PAINTING



500,000-GALLON ELEVATED RESERVOIR TOWER NUMBER THREE

CITY PROJECT NO.: R-032787-000
KLM PROJECT NO.: 2071-25
MARCH 2026

PROJECT TITLE PAGE

Project:

Name: Cleaning, Repairing, & Painting
500,000-Gallon Elevated Reservoir
Tower Number Three
Location: 37775 Grand Avenue, North Branch, MN 55056
City Project No.: R-032787-000
KLM Project No.: 2071-25

Owner:

Name: City of North Branch
Address: 6408 Elm Street
North Branch, MN 55056
Telephone: 651-674-8113

Primary Owner Contact:

Name: Matt Fraley, Director of Public Works and Utilities
Telephone: 651-674-8493
Mobile: 651-755-8578
Email: mfraley@northbranchmn.gov

Alternate Owner Contact – Tower:

Name: Brady Sterbentz, Public Works Manager
Telephone: 651-674-8493
Mobile: 651-755-9633
Email: bradys@ci.north-branch.mn.us

Consultant:

Name: KLM Engineering, Inc.
Address: 1976 Wooddale Drive, Suite 4
Woodbury, MN 55125
Telephone: (651) 773-5111
Fax: (651) 773-5222

Project Engineer:

Name: Joseph Clasemann, PE
Phone: (651) 773-5111
Email: jclasemann@klmengineering.com

Project Supervisor:

Name: Scott Kriese
Mobile: (651) 755-8664
Email: skriese@klmengineering.com

Project Manager:

Name: Rodney Ellis
Phone: (651) 773-5111
Email: rellis@klmengineering.com

**CLEANING, REPAIRING, & PAINTING
500,000-GALLON ELEVATED RESERVOIR
TOWER NUMBER THREE**

**NORTH BRANCH, MINNESOTA
CITY PROJECT NO.: R-032787-000
KLM PROJECT NO.: 2071-25
MARCH 2026**

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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.

Joseph Clasemann
Joseph Clasemann, PE

Registration No. 64141

Dated: 3/4/2026

ADVERTISEMENT FOR BIDS

**CLEANING, REPAIRING, & PAINTING
500,000-GALLON ELEVATED RESERVOIR
TOWER NUMBER THREE**

**NORTH BRANCH, MINNESOTA
CITY PROJECT NO.: R-032787-000
KLM PROJECT NO.: 2071-25
MARCH 2026**

**MANDATORY PRE-BID DATE: March 26, 2026
BID OPEN DATE: April 7, 2026**

A **mandatory pre-bid conference call** will be held at 10:00 AM CST on March 26, 2026, to discuss the scope of the project with the Owner's representatives, Engineer, and prospective bidders. An on-site visit can be arranged for bidders by contacting the Project Engineer at the number listed on the Title Page. **Attendance by prospective bidders or their designated representatives at the pre-bid conference is a pre-requisite to bidding the project.**

Conference call information is as follows:

Number – 1-612-351-3093
Access Code – 434056

The Owner will receive bids for the furnishing of all labor, materials, and equipment necessary for the project until 2:00 PM CST, April 7, 2026, at which time all bids will be publicly opened and read aloud via a live video conferencing platform. Those desiring to attend the conference should contact the KLM representative below to obtain access information.

Project documents are available starting March 16, 2026, at <http://www.questcdn.com>. You may download the complete set of digital bidding documents for \$30.00 by entering eBidDoc™ #10084878 in the "Search Projects" page. Contact QuestCDN at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information.

All bids shall be accompanied by a 5% bid bond payable to the City of North Branch.

Project bids shall only be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. A \$50 fee is charged to provide a bid.

For any bidding questions, please contact Joseph Clasemann, P.E. at KLM Engineering, Inc., at 651-773-5111 or jclasemann@klmengineering.com.

ADVERTISEMENT LOCATIONS & START DATES

QuestCDN: March 16, 2026
Isanti-Chisago County Star: March 19, 2026

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

ARTICLE 1 – OWNER

1.01 *Designated Owner*

- A. The City of North Branch, Minnesota is designated as Owner and is hereinafter referred to as the Owner. The contractor shall coordinate all work with the Owner and Engineer.

ARTICLE 2 – BIDDERS' INSPECTION

2.01 *Tank Inspection*

- A. All bidders are advised and invited to inspect the project site prior to submitting a bid to become familiar with the conditions of the existing reservoir, the proximity of other buildings, and the space available at the site for storage of materials. Any questions a bidder may have shall be submitted in writing to KLM Engineering, Inc. and will be addressed at the mandatory pre-bid meeting and/or by Addendum. Bidders shall also make a thorough examination of the Contract Documents, take all necessary measurements, and familiarize themselves with all existing conditions and all limitations pertaining to the work contemplated herein. The bidders must satisfy themselves regarding the character, quantities, and conditions of the various materials and the work to be performed. An on-site visit can be arranged for bidders by contacting the Project Engineer at the number listed on the Title Page.

2.02 *Work and Surface Conditions*

- A. All information given in the contract documents relating to the work, surface conditions, and other structures is from the most current sources presently available by the Owner.

2.03 *Existing Conditions or Other Structures*

- A. It is agreed that the Owner does not warrant or guarantee the existing conditions encountered during execution of the project will be the same as those indicated in the Contract Documents. The bidders must satisfy themselves regarding the character, quantities, and conditions of the site and the work to be performed.
- B. It is further agreed and understood that the bidder will not use any information made available to them or obtained in any examination made by them in any manner as a basis or grounds of claim or demand of any nature against the Owner or the Engineer arising from or by reason of any variance which may exist between the information offered and the actual conditions, materials, or structures encountered during the work, except as stated in the Contract Documents.

ARTICLE 3 – COPIES OF PLANS AND SPECIFICATIONS

3.01 *Obtaining Copies of Plans and Specifications*

- A. See Advertisement for Bids Section.

ARTICLE 4 – BIDDER QUALIFICATIONS

4.01 *Practical Knowledge, Qualifications, and Financial Resources*

- A. Bidders are required to submit evidence that they have practical knowledge of the particular work bid upon and that they have the capability to complete the proposed work. Failure on the part of any bidder to carry out previous contracts satisfactorily or their lack of experience for the satisfactory and timely completion of these projects may be deemed sufficient cause for disqualification of said bidder. **Bidders who will require more than thirty percent (30%) of the total cost of Base Bid work to be performed by subcontractors will be deemed unqualified to perform the work.**
- B. The bidder must readily and independently document that the bidder possesses the experience and capability to meet the specification requirements and completion date of this

INSTRUCTIONS TO BIDDERS

project. The bidder shall submit on the forms provided in the Bid Form Section the following information for consideration by the Owner.

1. The address and description of the bidder's place of business.
 2. Years in business.
 3. A reference list of a minimum of five (5) similar, elevated, potable water reservoir projects, involving complete interior and exterior coatings replacement, each with a designed water capacity no smaller than seventy-five (75) percent of the 500,000-gallon reservoir proposed for reconditioning in this Project.
 4. The bidder's complete performance record for a minimum of the last two years to present. The record shall include the following:
 - a. Tank size and style
 - b. If containment was required
 - c. Contract specified start and end dates
 - d. Actual start and end dates along with brief explanation if not corresponding to contract start and end dates
 - e. Contract amount
 - f. Final amount after project completion
 - g. Project owner contact reference with telephone number and email address
 - h. Identification of the three (3) most recent projects of similar work performed under supervision of an AMPP/NACE qualified inspector. Include the name of the firm, name of inspector, address, and telephone number.
 5. The technical experience of the personnel guaranteed to be employed in responsible charge of the work.
 6. A list of three material suppliers, name, address, and telephone.
 7. A list of the subcontractor(s) the bidder intends to employ on the project.
- C. The Owner reserves the right to select the successful bidder based on factors, which include, but are not limited to, proper document submittal, competency, ability to render satisfactory service, prior knowledge, and past performance. The Owner reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate. The Owner's selection of successful bidder shall be final.

ARTICLE 5 – BID SUBMITTALS

5.01 Submitted Bids

- A. All bids submitted shall be subject to the requirements of the Minnesota Government Data Practices Act.
- B. **To ensure consideration, each bid shall be received and accepted via the online electronic bid service through QuestCDN.com. To access the electronic bid form, download the project documents and click the online bidding button at the top of the advertisement. A \$50 fee is charged to provide a bid.**
- C. The bidding platform is a secure system. Bidder is able to access their account at any time to upload or modify documents or adjust bid pricing until the date and time of the specified bid opening. Bid information provided cannot be viewed by the Owner, Engineer, other bidders, etc. prior to the bid opening.

INSTRUCTIONS TO BIDDERS

- D. Once the date and time of bid opening has been reached, the online platform will allow the Engineer to view documents to ensure all required information has been provided. If it appears all information has been provided as required, the bidder status will be changed to accept their bid submittal. Once this process has been completed for each bidder that has provided a submittal, bid amounts can be viewed. The information provided by the bidders is subject to additional review to confirm the project requirements have been met.
- E. Bids will not be accepted after the specified date and time of closing.
- F. The Owner reserves the right to hold all bids for a period of forty-five (45) days after the date set for the bid opening thereof and to reject any bid or bids, or all bids and to waive any irregularities. The Owner further reserves the right to award the contract in their best interest. No bidder may withdraw their bid within forty-five (45) days after the date set for the opening of bids

5.02 *Bid Guarantee*

- A. No bid will be considered unless accompanied by bid bond or cashier's check payable to the Owner in the sum of at least five percent (5%) of the total amount of the bid, such bidder's bond or check to be forfeited in the event that the successful bidder fails to enter into a contract awarded to them in accordance with the terms of their bid, or fails to furnish bond as provided by law, within ten (10) days after the award becomes final.
- B. If the proper bid guarantee is not provided, the accompanying documents will not be opened, and the bidder will not be considered for award.

5.03 *Attachments, Certifications, and Addenda*

- A. All attachments, certifications, and addenda acknowledgment attached to the bid shall be executed in the same manner as the bid. No required submittals for bid, or clarification of information submitted or missing, shall be allowed after the specified time and date of submittal unless such irregularities or informalities are waived in writing by the Owner.

5.04 *Calling for Alternate Bids*

- A. Each bidder shall carefully read requests for alternate bid(s), if requested, and thoroughly examine the bidding documents to determine the extent of the various changes or additions required. The base bid may be rejected unless the requested alternate bid(s) are also submitted.
- B. In case alternate bids are called for, one deposit in the amount of five percent (5%) of the highest total value combination of base bid and any alternate bids will be sufficient.

5.05 *Notice of Award*

- A. A notification from the Owner or Owner's representative will be made to the successful Bidder stating the Owner's intent to award. Once the successful Bidder receives such notification, the Bidder has a period of ten (10) days to return to the Owner any required signed contract documents as well as a Performance Bond and Payment Bond in the total amount of the contract.
- B. After the contract is awarded, all deposits shall be returned to the bidders, except those of the three lowest bidders, which shall be retained until the contract has been signed and the bonds of the Contractor have been filed, approved, and accepted. The rights and obligations provided for in the Contract shall become effective upon the parties only with its formal execution by the Owner.

ARTICLE 6 – CONSIDERATION OF BIDS

6.01 *Non-responsive Bid*

- A. The Owner may consider as non-responsive any submitted bid not prepared in accordance with the provisions herein.

INSTRUCTIONS TO BIDDERS

6.02 *Bid Rejection*

- A. The Owner reserves the right to reject any or all bids, waive minor irregularities or errors if it appears that such were made inadvertently, or to accept such bids, in the opinion of the Owner, deemed in the best interest of the Owner. Any bid which is incomplete, obscure, or irregular may be rejected, or any bid in which unit prices are obviously unbalanced may be rejected.

6.03 *Awarding of Contract*

- A. Unless otherwise stated in the Specification, the Owner reserves the right to award the contract in whole or in part, whichever is in the best interests of the Owner. All tied bids shall be resolved in a manner which is in the best interests of the Owner.

ARTICLE 7 – TIME OF COMPLETION

7.01 *Completion of Project*

- A. Time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy the Owner as to their ability to complete the project within the Project Schedule identified in the Project Requirements Section.

ARTICLE 8 – STATE LEGAL REQUIREMENTS

8.01 *Non-resident Corporations*

- A. Prior to contract award, non-resident corporations must furnish evidence showing that all legal requirements for transacting business in Minnesota have been fulfilled. The state under which a non-resident corporation is incorporated must be named.

ARTICLE 9 – OUT-OF-STATE CONTRACTOR SURETY DEPOSIT

9.01 *Exemption from Surety Deposits*

- A. Refer to Minnesota Statute 290.9705.
- B. When an out-of-state contractor enters into a contract that exceeds \$50,000.00, the contractor must file Form SD-E, Exemption from Surety Deposits for out-of-state contractors, with the Minnesota Department of Revenue.
- C. If the contractor is exempt from the surety deposit requirements, the contractor shall provide the Owner a copy of the form showing the revenue department certification. If the contractor is not exempt, the Owner will withhold an additional eight percent (8%) of each payment made to the contractor and forward those funds to the Minnesota Department of Revenue. Forms and information can be obtained by calling (651) 296-6181 or toll free at (800) 657-3777.

ARTICLE 10 – COMPLIANCE WITH MINNESOTA STATUTES

10.01 *Withholding Affidavit for Contractors*

- A. Upon completion of the project and prior to final payment, the contractor and all sub-contractors shall complete Minnesota Department of Revenue Form IC-134. This form, Withholding Affidavit for Contractors, must be stamped and dated by the Department of Revenue and forwarded to the Engineer. Contractors can obtain copies of this form from the Minnesota Department of Revenue website www.revenue.state.mn.us.
- B. The Owner requires that the contractor(s) and sub-contractors provide documentation of compliance with Minnesota Statute 471.425, regarding prompt payment of sub-contractors. Each contract of a municipality must require the prime contractor to pay any subcontractor within 10 days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay

INSTRUCTIONS TO BIDDERS

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. 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. 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.

ARTICLE 11 – TAXES AND PERMITS

11.01 *Payment of Taxes and Obtaining Permits*

- A. The contractors' attention is directed to the General Conditions, regarding payment of taxes and obtaining permits.

ARTICLE 12 – PERFORMANCE AND PAYMENT BONDS

12.01 *Surety Company and Duration of Guarantee Period*

- A. The successful bidder, before being awarded the contract, shall be required to furnish separate Performance and Payment Bonds in the full amount of the contract to ensure faithful performance of the work. The Owner may request, from the bidder(s) who are under consideration for contract award, written confirmation from the home office of the Surety who is to furnish the Performance and Payment Bonds that said bidder(s) have been investigated by the Surety and that, based on this investigation, the Surety will, in fact issue such bonds. The Surety company on each bond shall be duly authorized to do business in the State of Minnesota and shall be satisfactory to the Owner.
- B. The Performance and Payment Bonds shall be executed on the forms included in the Contract Documents by a Surety company authorized to do business in the State of Minnesota and acceptable to the Owner. Accompanying the Performance and Payment Bonds shall be a "Power of Attorney" authorizing the attorney-in-fact to bind the Surety company and certified to include the date of the Performance and Payment Bonds.
- C. The Performance Bond shall be in effect for the duration of the two (2) year guarantee period.

ARTICLE 13 – INSURANCE REQUIREMENTS

13.01 *Types and Amounts of Insurance*

- A. Throughout the life of the contract, the Contractor(s) will be required to carry the types and amounts of insurance and furnish a certificate from an insurance company as set for in the General Conditions.

ARTICLE 14 – PAYMENTS

14.01 *Submittal of Payments*

- A. Payments will be made by check. Partial payments of 95% of the work performed will be made on monthly estimates of the contractor's completed work. Estimates for payment will be submitted by the contractor, approved by the Engineer, and prepared by the Engineer for submittal to the Owner for payment.

ARTICLE 15 – INTERPRETATION OF PLANS, SPECIFICATIONS, AND ADDENDA

15.01 *Replying to Questions*

- A. Oral answers will not be given to prospective bidders in reply to questions involving the interpretation of the intent or meaning of any part of the drawings, plans, specifications, or

INSTRUCTIONS TO BIDDERS

other Contract Documents, or the equality of use of products or methods other than those designated or described on drawings, plans, or specifications.

- B. To receive consideration, such questions shall be submitted in writing to the Engineer at least five (5) business days before the established date for receipt of bids. Such written questions shall be addressed to KLM Engineering, Inc., 1976 Wooddale Drive, Suite 4, Woodbury, MN 55125, attention Joseph Clasemann, Project Engineer or by email to jclasemann@klmengineering.com.
- C. The Engineer will arrange as addenda, which shall become part of the contract, any and all interpretations and any supplemental instructions deemed necessary by the Engineer or Owner. At least two (2) days prior to the date set forth for receipt of bids, the Engineer will make addenda available via QuestCDN to all plan holders.

15.02 *Approved Equal*

- A. No alternative products, identified as “approved equal” in the Specifications, will be considered unless written request for approval has been received by the Engineer at least five (5) days prior to the time of receipt of bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed alternative including drawings, performance and test data, and other information necessary for an evaluation. The Owner’s/Engineer’s approval of an alternative shall be set forth in an addendum, as identified in the previous Paragraph.
- B. The Owner reserves the right to issue addenda for the specific purpose of postponing the date for receipt of bids. The bidders shall acknowledge receipt of all addenda in the Bid Forms.

ARTICLE 16 – ESTIMATE OF QUANTITIES

16.01 *Estimate of Quantities for Unit Price Bid Items*

- A. The quantities identified in the Contract Documents, although stated with as much accuracy as possible in advance, is approximate only and is assumed solely for the purpose of comparing bids. The quantities on which payments will be made to the Contractor are to be determined by measurements of the work actually performed by the Contractor as specified in said contract.
- B. The Owner reserves the right to increase or decrease, within reasonable limits, any quantities shown. The term “reasonable limits” shall mean a twenty percent (20%) increase or decrease in the quantities on any one contract item. In the event the actual quantities differ more than the reasonable limits, an equitable revision of the unit price shall be made when requested by either the Owner or the Contractor. This twenty percent (20%) limit does not apply to items specifically excluded or listed as optional by the Owner, nor to minor contract items.

ARTICLE 17 – RESPONSIBLE CONTRACTOR

17.01 *Responsible Contractor Verification*

- A. The City cannot award a construction contract in excess of \$50,000.00 unless the bidder is a “responsible contractor” as defined in Minnesota Statutes §16C.285, subdivision 3. A bidder submitting a bid for this project must verify that it meets the minimum criteria specified in that statute by submitting the Responsible Contractor Verification and Certification of Compliance form under oath verifying compliance with each of the minimum criteria. Bidders must obtain verifications of compliance from all subcontractors. A bidder must submit signed copies of verifications and certifications of compliance from subcontractors upon the Owner’s request.
- B. A bidder or subcontractor who does not meet the minimum criteria established in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify compliance with the criteria, will not be a “responsible contractor” and will be ineligible to be awarded the Contract for this project or to work on this project. Making a false statement verifying compliance with any of the minimum

INSTRUCTIONS TO BIDDERS

criteria will render the bidder or subcontractor ineligible to be awarded a construction contract for this project and may result in the termination of a contract awarded to a bidder or subcontractor that makes a false statement.

- C. A bidder must complete the following Responsible Contractor Forms with the bid: Attachment A – Responsible Contractor Verification and Certification of Compliance form, Attachment A-1 – First Tier Subcontractors List, Attachment A-2 – Additional Subcontractors List. Bidder must identify each subcontractor it intends to use as of the time of bid submission. Include the State Project Number specific to the bid on each form. THE COMPLETE FORMS MUST BE SUBMITTED WITH THE BID.
- D. If the bidder retains additional subcontractors after submitting its Responsible Contractor Verification and Certification of Compliance Form, then the bidder must submit Attachment A-2 within 14 days of retaining the additional subcontractor. Documents must be submitted to the Project Engineer.

ARTICLE 18 – SUBLETTING OF CONTRACT

18.01 *Subletting Work to Contractors*

- A. For projects in excess of \$50,000.00, the Contractor may sublet work only to subcontractors that meet the definition of “responsible contractor” in Minnesota Statutes §16C.285, subdivision 3. The Contractor is responsible for obtaining verifications of compliance with §16C.285 from subcontractors using the form provided. The Contractor must provide such verifications upon the Owner’s request.

BID FORMS

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BID FORMS

ARTICLE 1 – BID FORM

**CLEANING, REPAIRING, & PAINTING
500,000-GALLON ELEVATED RESERVOIR
TOWER NUMBER THREE**

**NORTH BRANCH, MINNESOTA
CITY PROJECT NO.: R-032787-000
KLM PROJECT NO.: 2071-25
MARCH 2026**

**BID FORM FOR REFERENCE ONLY – DO NOT SUBMIT
USE FORM PROVIDED ON QUESTCDN ONLINE BIDDING PLATFORM**

Opening Time: 2:00 PM, CST
Opening Date: April 7, 2026

Acknowledgement of Addenda is completed when Bidder downloads each Addendum. The system will not allow a Bidder to submit a proposal without downloading all Addenda. No other acknowledgement is required.

BID ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	Structure Modifications	1	Lump Sum	-	\$
2	Surface Repairs	50	Man-Hrs	\$ /hr	\$
3	Interior Wet Area Abrasive Blast & Coating	1	Lump Sum	-	\$
4	Interior Dry Area Spot Repair & Coating (Sweating Areas)	1	Lump Sum	-	\$
5	Exterior Area Abrasive Blast & Coating & Containment	1	Lump Sum	-	\$
6	Mobilization	1	Lump Sum	-	\$
BASE BID					\$

BID FORMS

ARTICLE 2 – BIDDER'S QUALIFICATIONS STATEMENT

1. Submittal of this Statement authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this statement of bidder qualifications.
2. The name, address, phone/fax number, and email of the bidder.
Business Name: _____
Address: _____
Phone/fax Number: _____
Email: _____
3. Years in business: _____
4. Submit as an attachment, a reference list of a minimum of five (5) similar, elevated, potable water storage tank projects, involving complete interior and exterior coatings replacement, each with a designed water capacity no smaller than seventy-five (75) percent of the 500,000-gallon tank proposed for reconditioning in this Project.
5. Submit as an attachment, the bidder's complete performance record for a minimum of the last two years to present. The list shall include tank size and style, if containment was required, contract specified start and end dates, actual start and end dates and brief explanation if not corresponding to contract dates, contract amount, final amount after project completion, project owner contact reference with phone number and email address, and identification of the three (3) most recent projects performed under supervision of an AMPP/NACE qualified inspector. Include the name of the firm, name of inspector, address, email, and phone number.
6. List of person(s) who are employed by you and will supervise and be available to perform the work on this project and the number of years of experience

	Names:	Years of Experience:
Project Manager:		
Superintendent:		
Foreman:		
Personnel:		

BID FORMS

7. List three (3) material suppliers as references, including name and phone number.

	Material Suppliers	Phone
1.		
2.		
3.		

8. Provide such additional information as will assist the Owner and Engineer in determining whether the bidder is adequately prepared to fulfill the contract. Attach as submittal, if necessary.

ARTICLE 3 – LIST OF PROPOSED SUBCONTRACTORS

Each bidder shall enter in the space provided the name(s) of subcontractors the bidder proposes to employ and the type of work the subcontractor will perform.

Name	Detail of Work	% of Total Cost of Base Bid Work

BID FORMS

ARTICLE 4 – SUBCONTRACTOR’S QUALIFICATION STATEMENT

Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as submittals to Bid.

- 1. The name, address, phone/fax number, and email of the subcontractor.
Business Name: _____
Address: _____
Phone/fax Number: _____
Email: _____
- 2. Years in business: _____
- 3. Submit as an attachment a list of equivalent type projects performed within the last four (4) years.
- 4. List of person(s) who will supervise and be available to perform the work on this project and the number of years of experience.

Subcontractor Names:		Years of Experience:
Project Manager:		
Superintendent:		
Foreman:		
Personnel:		

BID FORMS

ARTICLE 5 – AFFIDAVIT OF NON-COLLUSION

I hereby swear or affirm under penalty for perjury:

1. That I am the bidder (if bidder is an individual), a partner (if bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation):
2. That the attached bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition:
3. That the contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

All bidders must sign the affidavit of non-collusion and submit it at the bid opening as a condition of the contract; such affidavit shall become a part of the contract with the Owner upon formal execution of the Contract.

Signed _____

Business Name _____

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

My Commission expires _____

Bidder's Federal E. I. Number

(Number used on Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941)

BID FORMS

ARTICLE 6 – AFFIDAVIT OF EMPLOYEE VERIFICATION

I hereby swear or affirm under penalty for perjury:

1. As stated in Article 4 – Bidder Qualifications in the Instruction to Bidders Section, I hereby acknowledge less than 30% of the total cost of Base Bid work proposed in the Contract Documents will be performed by subcontractors;
2. That, if awarded the Contract, the remaining 70% or more to be completed by the Contractor shall be performed by registered employees of my company; and
3. That I have fully informed myself regarding the accuracy of the statements made in this Affidavit and understand the work proposed in the Contract Documents.

All bidders must sign the Affidavit of Employee Verification and submit it with their bid at bid opening to be considered for project award. Such Affidavit shall become part of the Contract Documents upon formal execution of the Contract with the Owner. Additional employee verification may be required of the Contractor at any time during the project.

Signed _____

Firm Name _____

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

My Commission expires _____

Bidder's Federal E. I. Number

(Number used on Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941)

ATTACHMENT A, A1, A2

RESPONSIBLE CONTRACTOR FORMS

ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

CITY PROJECT NUMBER: _____

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

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

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

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

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

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

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

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

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

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

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

CERTIFICATION

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

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

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

Sworn to and subscribed before me this

_____ day of _____, 20____,

Notary Public

My Commission Expires: _____

PLACE NOTARY SEAL HERE

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

ATTACHMENT A-1
FIRST-TIER SUBCONTRACTORS LIST
SUBMIT WITH PRIME CONTRACTOR RESPONSE

CITY PROJECT NUMBER: _____

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

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

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

CITY PROJECT NUMBER: _____

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

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

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

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

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

Sworn to and subscribed before me this

_____ day of _____, 20____,

Notary Public

My Commission Expires: _____

PLACE NOTARY SEAL HERE

PROJECT REQUIREMENTS

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PROJECT REQUIREMENTS

ARTICLE 1 – PROJECT DESCRIPTION

1.01 *Reservoir Information*

- A. The reservoir is located at 37775 Grand Avenue, North Branch, Minnesota 55056. It is a 500,000-gallon single pedestal style elevated potable water reservoir, as shown in Appendix A, that was constructed by CB&I in 2004. Approximate dimensions are as follows: tank diameter of 56-feet, high-water level of 130-feet, low-water level of 93-feet, and an overall height of 139-feet.

1.02 *This project includes the following work.*

1. Cleaning, abrasive blasting, and painting all interior wet and exterior surfaces and spot repairing the interior dry surfaces. Full containment is mandatory.
2. Miscellaneous structure modifications.
3. Welding and grinding to remove erection bracket scab marks, weld spatter, poor welds, and other surface irregularities.

ARTICLE 2 – CONTRACT DOCUMENTS

2.01 *Using Contract Documents as a Guide*

- A. It is intended that the Contract Documents shall form a guide for the entire work to be accomplished under the Contract. Where an item is not specifically mentioned, and it is reasonably necessary for the complete work, the contractor shall furnish and install it under this Contract. Should questions or conflicts arise in the Contract Documents, they shall be directed to the Engineer in writing, the Engineer's decision is final in the resolution of questions or conflicts. Where an item is mentioned in one section of the documents but not another similar or referenced section, it shall be considered binding under the contract as though mentioned in both. For bidding purposes and on items without clarification by the Engineer, the item with the greatest total cost shall determine the work required.

ARTICLE 3 – PROJECT SCHEDULE

3.01 *Duration for Tower Out-of-Service*

- A. **Start on June 29, 2026, and complete by September 5, 2026 (total of 70 calendar days that includes unfavorable weather days (Paragraph 3.03.B)).**
- B. **Structure modifications that do not impact tower operation may begin before the start date and will not count toward the out-of-service duration.**
- C. **Start date can be adjusted slightly to accommodate weather or contractor schedule with Owner and Engineer approval. However, total project duration must remain the same.**

3.02 *Submittals*

- A. The Contractor shall prepare a bar chart construction schedule, showing the various phases of work, duration, and milestones expected to meet the completion date. The bar chart construction schedule must be submitted for review and approval by the Engineer or Owner prior to the pre-construction meeting. Work on the project will not begin without an approved construction schedule.

3.03 *Rate of Progress*

- A. The rate of progress shall be such that the work will be completed in accordance with the Contractor's submitted construction schedule and the terms of the Contract Documents. If in the opinion of the Engineer progress is not being maintained according to the construction

PROJECT REQUIREMENTS

schedule, changes shall be made in the Contractor's operations to assure project completion remains on schedule.

- B. The contractor expressly agrees that the period named in the Contract Documents includes allowances for all hindrances and delays incidental to the work over the actual construction schedule, **including 16 days to account for the average amount of unfavorable weather conditions**, based on NOAA normal and mean averages. Days of work lost due to unfavorable weather conditions will be agreed upon by the Contractor and Engineer and recorded during weekly project meetings. The sum of these recorded days shall be the basis for considering any schedule extensions. No claim shall be made by the contractor for hindrances or delays from any cause during the progress of the work except as specifically allowed in the General Conditions.

ARTICLE 4 – WORK TO BE DONE BY OWNER

4.01 *Reservoir, Valves, and Drains*

- A. The Owner will perform emptying and refilling of the reservoir and will operate all water main valves and/or reservoir drains. Contractor to coordinate with the Owner any processes that require these operations. It is anticipated the Owner will have the reservoir drained by the start dates listed in Article 3 unless the Contractor and Owner agree upon an alternate date at least two weeks prior. The Owner will provide the Contractor with the reservoir mostly free from standing water and with a positive shut-off.
- B. The Owner shall perform bacteria testing of the water after disinfecting.

ARTICLE 5 – CONTRACTOR'S USE OF FACILITIES

5.01 *Use of Facilities*

- A. The Contractor shall provide a suitable self-contained type "Port-a-Potty" for the duration of the Project. Said restroom shall be satisfactorily serviced and kept in a sanitary condition at all times.
- B. Contractor's office facilities, materials storage, sanitary facilities, workman facilities (change room, showers, lunchroom), and security shall be the responsibility of the Contractor.
- C. The Contractor shall confine all equipment, apparatus, the storage of materials, and the operations of workers to the Owner's property, as directed by the Engineer or Owner and shall not unreasonably encumber the premises with materials or equipment.
- D. For the duration of the project, noise levels shall be regulated in accordance with all applicable local and state ordinances.
- E. The Contractor shall furnish, erect, and maintain warning lights, signs and barricades as required by the specifications, Owner, Engineer, and ordinances to adequately warn the public from hazardous site conditions, materials, Contractor's equipment, lead paint removal, etc., resulting from the construction. The contractor shall comply with all local and state ordinances such as working hours, noise abatement, etc. All equipment shall be quiet type models with effective mufflers on engine exhaust systems and compressors, dust collectors, etc.
- F. Limited construction power will be available from existing sources at the construction site. **Additional electrical requirements and construction power required by the Contractor will be the Contractor's responsibility.**
- G. The Contractor shall be responsible to provide temporary, minimum 6-foot height, wire mesh or snow type fencing around the perimeter of the project work area to hinder unauthorized access to the site.
- H. The Owner will provide an adapter for the hydrant located near the tower. The Contractor will not be charged for the adapter, but there is a fee of \$5.70 per 1,000 gallons of water used.

PROJECT REQUIREMENTS

- I. **Unobstructed access to the maintenance garage and school parking lot must be maintained for city/school employees.** Do not leave any equipment, vehicles, etc. on the school property that might hinder access to the garage or the school throughout the duration of the project.
- J. **The space to the east of the maintenance garage may be utilized by the contractor for staging equipment.**
- K. There are shipping containers to the north of the tower that are utilized by the school staff for storage. **Coordinate with the school staff to provide access to the containers.**
- L. See Appendix E: Site Map for a visual representation of the work area.

ARTICLE 6 – NOTICE TO PROCEED

6.01 *Notice to Proceed Process*

- A. The Engineer shall provide the Contractor a Notice to Proceed after the Owner/Engineer receives all the necessary Contract Document submittals.

ARTICLE 7 – SUPERINTENDENT

7.01 *Superintendent*

- A. The Contractor shall keep on-site a competent superintendent or crew foreman who shall be familiar with all phases of the work, equipped with the Contract Documents, and shall represent the Contractor during decision making.
- B. The Contractor's superintendent or crew foreman shall have the experience, knowledge, skills to communicate with the Inspector, and to manage the work performance and jobsite activities. If the workers speak a language other than English, the Contractor's superintendent shall be bilingual in the language of the workers and English so that the contract requirements and Inspector's directives can be communicated to the workers.
- C. **THE SUPERINTENDENT OR CREW FOREMAN SHALL BE RESPONSIBLE TO PERFORM INITIAL QUALITY CONTROL INSPECTION OF THE CREW'S WORKMANSHIP FOR COMPLIANCE WITH THE SPECIFICATIONS.**
- D. When the work or materials are ready for inspection by the Owner, Engineer's representative, or Inspector the superintendent or crew foreman shall give appropriate notice to the Inspector. Refer to Articles 10 and 11 of this Section.
- E. The Contractor shall be responsible to perform testing of the entire interior wet coating to ensure a holiday free surface.

ARTICLE 8 – PROJECT MEETINGS

8.01 *Public Meeting*

- A. A public meeting will be arranged wherein the Contractor, Owner representatives, Engineer, and the adjoining property owners will discuss the proposed work. The Contractor will present his proposed sequence of the work for the project and provide information to the property owners. Questions posed by the adjacent property owner's will be answered by the Owner, Engineer, and Contractor.

8.02 *Authorized Representatives*

- A. A preconstruction meeting will be held prior to starting work on the project. All representatives required to attend will be notified by the Engineer.
- B. The Contractor shall provide an authorized representative(s) and subcontractor(s) representative(s) for attending the required project meetings. Subcontractors, material

PROJECT REQUIREMENTS

suppliers, and others may be invited by the Engineer to attend project meetings, in which their aspects of the work are involved. Contractor's authorized representative(s) shall have the authority to commit the contractor to actions agreed upon in the project meetings.

- C. Weekly progress meetings will be held at a time and place to be established by the Owner. The agenda or items to be discussed at project meetings shall be prepared and distributed by the Engineer or Owner's representative.

ARTICLE 9 – CONTRACTOR'S WORK HOURS

9.01 *Hours*

- A. Authorized working hours for this project shall be 7:00 am to 7:00 pm, Monday through Saturday, with only quiet work permitted between 7:00 am and 8:00 am on those days. No work shall be performed outside of these hours or on Sundays or legal holidays without written request from the Contractor and written approval from the Owner.
- B. The Contractor expressly agrees to be responsible for reimbursing the Owner for the inspector's hours and expenses for all work required outside the authorized working hours, on Sundays and legal holidays. These fees may include any accompanying contract administration, engineering, project management, or project supervision time. The hourly rates will be in conformance with the Engineer's current project fee schedule. Overtime work shall be understood to be 1.5 times the hourly rate. Payment to the Owner shall be made by deductions to progress or final payments.

ARTICLE 10 – QUALITY ASSURANCE

10.01 *Materials, Equipment, Methods, Work*

- A. Any substitution of materials, equipment, or methods required by the Contract Documents shall be due to unforeseen circumstances or provide a cost benefit to the Owner and must be approved in writing by the Engineer prior to use.
- B. The Contractor is responsible to ensure that all workers, surrounding property, and the public are protected from damage or danger.
- C. All workers on the site shall be skilled in the use of the equipment, tools, methods, materials, and particular type of work to be performed satisfactory to the Engineer.

10.02 *Inspection*

- A. The Contractor shall notify the Inspector not less than 24 hours prior to welding, grinding, abrasive blasting, or application of all coatings. Any work performed without the 24-hour notification and the presence of the Inspector will be deemed unacceptable and shall be removed and replaced. Any areas not in conformance with the Contract Documents shall be corrected by the Contractor as directed by the Inspector or Engineer, at the Contractor's expense.

10.03 *Worker Health*

- A. No one, the Contractor, Contractor's employees, or anyone under Contractor's control, shall work in the tank if that person has been under or has needed physician's care or has had a contagious or communicable disease within a seven-day period prior to entering or working on said tank.

ARTICLE 11 – REJECTED WORK AND MATERIALS

11.01 *Removal and Replacement*

- A. Upon verbal or written notice from the Engineer, Inspector, or Owner's representative, the Contractor shall remove and replace all work and materials rejected as defective, unsound,

PROJECT REQUIREMENTS

improper, or in any way failing to conform to the requirements of the Contract Documents. The Contractor shall at its sole expense make good all work damaged by such removal and replacement and shall promptly replace all materials damaged or improperly installed/applied by the Contractor and re-execute the work in accordance with the Contract. This includes replacing the work of any other Contractor that is in any way affected by the removal of defective work. The obligations of the Contractor under this section shall not be extended to defective materials or equipment supplied by the Owner or previously installed by them. Any contractor, supervisor, or worker who refuses to make these corrections or refuses to do quality work as interpreted by the inspector, shall be deemed not in compliance with Article 38 of the General Conditions.

ARTICLE 12 – LIQUIDATED DAMAGES

12.01 *Payment*

- A. Liquidated damages will be assessed in compliance with the Minnesota Department of Transportation Standard Specifications for Construction Table 1807.1 (<http://www.dot.state.mn.us/pre-letting/spec/index.html>), and will be deducted from any monies due the Contractor for each and every calendar day that the work remains incomplete beyond the substantial completion date as specified or amended during the course of the project.
1. The MNDOT rate table as of the date on this Project Specification is:

Table 1807.1-1
Schedule of Liquidated Damages

Original Contract Amount		Liquidated damage charge per Calendar Day, \$
From more than, \$	To and including, \$	
0	25,000	300
25,000	100,000	400
100,000	500,000	900
500,000	1,000,000	1,200
1,000,000	2,000,000	1,500
2,000,000	5,000,000	2,500
5,000,000	10,000,000	3,000
10,000,000	—	3,500

- B. Should the Contractor fail to complete the work on or before the original date set forth for completion in the Contract, or on or before the corrected date as granted by extensions of time for completion, the Owner may permit the Contractor to proceed. In such case, there shall be deducted from any monies due (or that may become due the Contractor) a sum as specified above for each and every calendar day, exclusive of Sundays and Holidays, that work shall remain incomplete. This sum shall be considered and treated, not as a penalty, but as the cost of hardship incurred by the Owner, field and office engineering and administration, and inspection.
- C. Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time of completion may have been extended, shall in no way be construed as a waiver on the part of the Owner of any of its rights under the Contract.
- D. In addition, the Contractor shall pay the Inspector's hours, travel, and subsistence for all inspection work required by the Engineer or Owner past the completion date. These fees may include any accompanying contract administration, engineering, project management, or project supervision time. The Owner will deduct these fees for additional inspection from any monies due the Contractor.

PROJECT REQUIREMENTS

- E. Neither by the Owner taking control and completing the project nor by the termination of the Contract, shall the Owner forfeit the right to recover liquidated damages from the Contractor or surety thereof for failure to complete the Contract.
- F. If the Contractor should neglect to execute the work properly or fail to perform any provisions of the Contract, the Owner, after three (3) days written notice to the Contractor, may without prejudice to any other remedy the Owner may have, make good such deficiencies and may deduct the cost thereof from any payment due the Contractor, provided the Engineer approve such actions and the amount charged to the Contractor.

ARTICLE 13 – INCENTIVE FOR PROJECT COMPLETION AHEAD OF SCHEDULE

13.01 *Not part of this Contract*

ARTICLE 14 – EMERGENCY RETURN TO SERVICE

14.01 *In an Emergency*

- A. The Owner reserves the right, upon 24-hours' notice to the contractor, to return the reservoir to service. In case of an emergency return to service, the Contractor agrees to negotiate, in good faith, with the Owner their extra costs and damages associated with this break in the construction schedule.

ARTICLE 15 – APPLICATION FOR PAYMENT

15.01 *Submittal of Payments*

- A. The Contractor shall prepare and submit, in a timely manner, to the Engineer for approval, a breakdown estimate covering each lump sum or quantity Bid Item for which partial payments are desired. The form to be used may be provided by the Owner. Each estimate, showing the value of each kind of work, shall be approved by the Engineer before any partial payment estimates are prepared for submittal. Overhead, materials delivered to the site but not installed, and profit shall not be included as separate items.
- B. Application for payments must be submitted according to Owner required advance notice, to be determined at the preconstruction meeting, for inclusion on the City Council Agenda. The City Council meets on the **2nd and 4th Wednesday of each month.**
- C. An unbalanced estimate providing for over-payment to the Contractor will not be accepted. Breakdown estimates shall be revised and resubmitted until acceptable to the Engineer or Owner. The estimated cost of replacing, repairing, or rebuilding rejected work or workmanship or the cost of replacing materials which do not conform to the Contract Documents will be deducted from the estimated value. The Contractor shall furnish to the Engineer such detailed information as may be requested to aid in the approval of partial payments.

ARTICLE 16 – RETAINAGE

16.01 *Retainage Payment*

- A. The Owner will make progress payments in aggregate of ninety five percent (95%) of the total contract amount, retaining five percent (5%) from each payment, less any amounts withheld as described in Article 12 (Liquidated Damages) of this Section or Article 9 (Out-of-State Contractors) of the Instructions to Bidders Section.

16.02 *Statutory Requirements of Minnesota*

- A. The statutory requirements of Minnesota Statutes 15.72 Subdivision 2 may apply herein. To the extent applicable, the terms of Minnesota Statutes 15.72 Subdivision 2 are incorporated

PROJECT REQUIREMENTS

herein by reference and any inconsistency between these terms and the statute shall be governed by such statute.

ARTICLE 17 – SUBSTANTIAL COMPLETION

17.01 *Definition*

- A. Substantial completion is defined as that time when, upon approval of the Engineer and Owner, the reservoir has been disinfected, filled, tested, passed testing, and is returned to service. Substantial completion does not include final clean-up or site restoration and may or may not include, at the discretion of the Engineer, work that will not affect return of the reservoir to service.

17.02 *Substantial Completion*

- A. When the work has been substantially completed and at a time mutually agreeable to the Owner, Engineer, and the Contractor, the Engineer will make final inspection(s) of the work and report to the Owner and Contractor the findings as to the acceptability and completeness of the work. The Owner, Engineer, and Contractor will sign project acceptance documents that will include a project completion punch list identifying items to be completed by the Contractor.

ARTICLE 18 – FINAL COMPLETION

18.01 *Definition*

- A. Final Completion is defined as that time when, upon final inspection and approval of the Engineer and Owner, the contractor has been notified in writing by the Engineer or Owner that the services specified and contracted have been completed including, but not limited to, the completion of all punch list items as directed by the Owner or Engineer.
- B. In the event Final Completion of the Work has not occurred on or before 31 days after the accepted Substantial Completion date, then commencing one (1) day thereafter, and continuing for each calendar day or fraction thereof until Final Completion of the Work is established, the Contractor shall pay to the Owner, at the sole option of the Owner, the amount of Five Hundred (\$500.00) per diem ("Damage Amount").

ARTICLE 19 – PROJECT CLOSE OUT AND FINAL SUBMITTALS

19.01 *Before Final Acceptance of Work*

- A. Before the Owner makes final acceptance of Work, the Contractor shall submit to the Engineer the following:
 - 1. In duplicate, a notarized affidavit stating that all subcontractors, vendors, persons, or firms who have furnished labor, services, or materials for the Work have been fully paid.
 - 2. In duplicate, a statement from the surety consenting to the making of the final payment and acknowledgment of the start of the warranty period.
 - 3. In duplicate, documentation as may be otherwise required by the Contract Documents, such as Minnesota Department of Revenue forms, SD-E Exemptions from Surety Deposits for Out-of-State Contractors, IC-134 Withholding Affidavit for Contractors, etc.

ARTICLE 20 – FINAL PAYMENT

20.01 *After Approval and Acceptance*

- A. After acknowledging approval and acceptance of the work by the Owner, the Engineer will be authorized to prepare a final estimate of the Work done under this contract. Preparation for

PROJECT REQUIREMENTS

the final payment will not be authorized until documentation is submitted, the punch list items are completed, and all submittals have been received by the Engineer.

ARTICLE 21 – GUARANTEE

21.01 *Guarantee Period*

- A. The Contractor guarantees that the equipment, materials, and workmanship furnished under this Contract will be specified and free from defects for a period of two (2) years from the date of Substantial Completion.
- B. Before expiration of the two (2) year guarantee period, the reservoir shall be subject to draining or ROV (remote operated vehicle) inspections by representatives of the Owner, Engineer, and Contractor. The inspection report prepared by the Engineer will be furnished via email to the Contractor.
- C. Upon notification to the Contractor by the Owner or Engineer, the Contractor shall promptly coordinate with the Owner and make all needed adjustments, repairs, or replacements arising out of the defects, which in the judgment of the Engineer, become necessary during such period. The cost of all materials, parts, repair or parts, labor, transportation, supervision, special tools, rigging and supplies required for replacement of parts, repair of parts, or correction of failures shall be paid by the Contractor or the surety under the terms of the Performance Bond.
- D. If warranty repairs are required, the Contractor also extends the terms of the guarantee to cover repaired parts, workmanship and all replacement parts furnished under the guarantee provisions for a period of one (1) year from the date of repair completion.
- E. If within ten (10) days after the Owner gives the Contractor notice of a defect, failure, or abnormality of the work, the Contractor neglects to make, or undertake with due diligence, the necessary repairs or adjustments, the Owner is hereby authorized to make the repairs or adjustments or order the work to be done by a third party. The cost of the Owner's work or third-party work shall be paid by the Contractor or by the surety under the terms of the Performance Bond.

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ARTICLE 1 – DESCRIPTION OF BID ITEMS

1.01 *Structure Modifications: Bid Item #1*

- A. *Photos and drawings referenced are in Appendix A and Appendix B, respectively.*
- B. *Refer to Article 13 of this Section for additional material and product information.*
- C. *All steel referenced for repairs shall be A36 or noted otherwise.*

1. Remove the bracket welded to the underside of the roof. Repair and grind the attachment areas flush with the surrounding surface. See photo 2.
2. Remove the interior wet ladder in its entirety. Repair and grind flush all attachment areas. Install a new ladder conforming to OSHA and AWWA D100 regulations. This includes seal welding all seams. Refer to KLM Drawing No. 19. See photos 2, 10, 11, and 18.
3. Install an anchor point on the underside of the roof adjacent to the access manway. Include a self-retracting lifeline (SRL) to allow for safe access while ascending and descending the new ladder. Refer to KLM Drawing No. 26. See photo 2.
4. Replace the two bent alignment tabs between the roof collar and drywell tube with new steel tabs of matching dimensions and at the same locations. Seal weld the new tabs only to the collar. Do not connect the tabs to the drywell tube. See photos 2 and 3.
5. Remove the existing coupling near the top of the drywell tube, utilized for the mixer cables. Install a steel patch plate of matching thickness fit to the resulting hole and seal weld both sides. See photos 3 and 4.
6. Remove and dispose of the existing mixers (one mounted on the drywell tube and the other laying in the bowl) including all associated mounts, brackets, cables, etc. Repair and grind all attachment areas flush with the surrounding surfaces. See photos 2 through 4, 9, 11, 15, 16, 18, and 19.
7. Replace the gaskets in the 24-inch by 18-inch oval drywell tube manway and the 24-inch diameter bowl manway with new one-piece rubber gaskets. See photos 16, 24, and 25.
8. Install a new submersible mixer in the tower. Include installation of all electrical components and a SCADA compatible control panel in the base cone for complete operation. Refer to KLM Drawing No. 59.
9. Replace the pipe-style safety climb devices on all interior dry ladders with new cable-style safety climb devices conforming to OSHA regulations. Include two (2) full body NIOSH approved harnesses with chest D-ring, two (2) shock-absorbing double lanyards with rebar hooks, and two (2) cables sleeves with carabiners. Refer to KLM Drawing No. 24. See photos 21 through 25, and 29 through 36.
10. Remove the angle bracket safety climb holder welded to the drywell tube. Repair and grind the attachment areas flush with the surrounding tube surface. See photos 21 and 22.
11. Replace the existing bowl drain valve and coupling with a new 4-inch diameter heavy-duty half-coupling (full penetration welding on both sides of the penetration) and new stainless-steel, freeze-resistant valve and clear, rigid, high-pressure hose connected to the overflow pipe. Refer to KLM Drawing No. 33. See photo 26.
12. Replace the painter's hatch at the top of the pedestal with a new 30-inch diameter steel hatch with interior locking hasp. Relocate the existing grab bar if necessary to facilitate hatch installation. Refer to KLM Drawing No. 10d and 10e. See photo 28.
13. Replace any nonworking and incandescent bulbs in the interior dry area light fixtures with new LED bulbs. See photos 21, 23 through 25, 30 through 36, 41, and 42.

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14. Install a bolted port in the center of each of the three (3) pedestal landings to accommodate use of a containment system during reconditioning. Refer to KLM Drawing No. 45. See photos 29, 30, and 32.
15. Install a climb assist on the exterior (roof side) of the drywell tube. Refer to KLM Drawing No. 25. See photos 43 and 44.
16. Replace the drywell tube manway lid with an aluminum style lid. The new lid shall include a locking hasp and stop chain. The existing manway is approximately 30-inch diameter. Refer to KLM Drawing No. 9 and 11. See photos 43 and 44.
17. Replace one (1) of the existing finial vents with a new 24-inch diameter aluminum pressure-pallet vent. The new vent and vent screen design shall meet AWWA D100 and Department of Health regulations. Refer to KLM Drawing No. 8a. See photos 43 and 44.
18. Remove the other finial vent and install a new ¼-inch thick, steel plate with matching bolt holes on the existing flanged collar. Include installation of a new ¼-inch thick one-piece gasket. See photos 43 and 44.
19. Install a one-piece gasket on the collar of the wet access manway. Modify hinges as necessary to create a uniform, tight seal of the cover when closed. See photo 43.
20. Replace the rubber sheet around the drywell tube curb with a new ¼-inch thick, UV resistant rubber sheet of 45A durometer or similar and #24 stainless-steel screen (screen behind the rubber). Top and bottom bands shall be one piece stainless-steel and rubber overlapping at least 12-inches. See photos 43 and 44.
21. Remove the pipe-style safety climb holder welded to the roof. Repair and grind the attachment areas flush with the roof surface. See photos 43 and 44.
22. Remove the two ladder safety sign mounts on the roof, one welded to the roof surface and the other welded to the handrail. See photos 43 and 44.
23. Replace the aviation light and sensor with a new double LED style aviation light and sensor. See photos 44 and 48.
24. Replace the rubber covers on all couplings in the top of the drywell tube with new rubber weathertight covers and stainless-steel bands. See photo 44.
25. Remove three of the seven rigging couplings, leaving the four that create a uniform opposing quadrant pattern in the roof. Plate over the resulting holes and seal weld both the interior and exterior seams. Install new UV resistant rubber covers and stainless-steel band clamps on all remaining roof couplings. See photos 2, 5 through 7, 43, and 45 through 49.
26. Replace the exterior wall pack light above the pedestrian door with a new LED wall pack fixture. See photo 55.
27. Remove the one (1) penetration in the top of the pedestal and the two (2) penetrations in the base cone in their entirety. Fit a steel patch plate of matching plate thickness in the resulting holes. Provide full penetration welding from both the interior and exterior. See photos 29, 52, 53, and 55.
28. Replace the overflow pipe screen with new screens meeting Department of Health regulations. Use corrosion-resistant, heavy-gauge, No. 4, and No. 24 mesh screens (#4 installed downstream of #24). See photo 59.
29. Caulk around the entire perimeter base of the tower, where the grout and steel base plate meet. See photos 56 and 57.
30. At the start of the Project, the following telecommunication work shall be performed by one of the two approved subcontractors (subcontracted by the Contractor awarded the Project) provided in Paragraph f below.

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- a. Remove and protect the City of North Branch's AMI omni antenna and associated cabling.
- b. Remove and protect the North Branch School District's two (2) bus radio antennas and associated cabling.
- c. Remove and protect ground equipment to ensure it is not damaged for the duration of the project.
- d. Store all equipment that is removed from the tower site in a safe and secure location for the duration of the project.
- e. Reinstall the AMI omni antenna and the two (2) bus radio antennas, including all associated cabling and ground equipment, after painting is complete.
- f. Approved subcontractors:
 - i. Rockford Land Works, Inc.; Dave Seddon; 815-985-1290; dave.seddon@rockfordlandworks.com
 - ii. One Way Wireless Construction, Inc.; Max Allum; 952-412-9069; mallum@owwc.com

1.02 Surface Repairs: Bid Item #2

- A. For bidding purposes, it is estimated that there are approximately **50 man-hours** of surface repairs. This work will be monitored and verified by the Inspector of the project. Increases or decreases in the amount of work, and appropriate contract price adjustments, will be made per the General Conditions.
- B. The man-hour price for surface repairs shall include all costs for labor, materials, and equipment to properly complete all work as described above, including all incidental work as shown on the drawings, described in the specifications, or otherwise required to complete the work. All work incidental to performing these surface repairs, including, but not limited to, rigging, blasting and surface preparation, or otherwise required to complete the work shall be included in the price for the work. The services of a person on the ground (ground man), as required by OSHA, during times when surface repair work is being performed, shall also be considered incidental work. Expenses for such work or services shall be included in the price for each man-hour. Measurement of hours performed shall be determined by the Engineer and final.
- C. All erection scab marks shall be removed and repaired by welding and grinding to restore the plate to a smooth, flush condition. All weld defects and spatter shall be removed by grinding in conformance with the requirements of Appendix C, AMPP/NACE Standard SP0178-2007, Weld Preparation Designation "C". Other surface irregularities deemed in need of repair by the Engineer shall be performed to the above standards and to the satisfaction of the Engineer. Included in this work, but not limited to, is the radius grinding of all sharp edges on the overflow weir box, inlet/outlet pipe, painters rigging brackets, stiffener rings, steel delamination, tear-outs, manway curbs and covers.

1.03 Interior Wet Area Abrasive Blast and Coating: Bid Item #3

- A. Remove all surface contaminants in accordance with AMPP/SSPC-SP 1, Solvent Cleaning. After structure modifications and repairs, abrasive blast entire interior to an AMPP/NACE No. 2/SSPC-SP 10 Near White Metal Blast Cleaning.
- B. Apply a zinc/epoxy coating system, including stripe coat, as specified in Articles 11 and 12 of this Section.
- C. Perform high-voltage spark testing of all interior wet area surfaces to ensure the coating conforms to near AMPP/NACE Condition "A" Pinhole Free, at Engineer's discretion. The intent of the applied coating film is to be continuous.

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- D. Disinfect reservoir and clean up site per Articles 14 and 15 of this Section. The Contractor shall be fully responsible for proper testing, waste evaluation, waste tracking, documentation, and disposal of interior waste generated per state and federal (RCRA/EPA) pollution control agency regulations and the Contract Documents.

1.04 *Interior Dry Area Spot Repair and Coating (Sweating Areas): Bid Item #4*

- A. For bidding purposes, it is estimated that there are approximately **1,200 square feet** of area to repair. This work will be monitored and verified by the Inspector of the project. Increases or decreases in the amount of work, and appropriate contract price adjustments, will be made per the General Conditions.
- B. Remove all surface contaminants in accordance with AMPP/SSPC-SP 1 Solvent Cleaning. After structure modifications and repairs are completed, all interior dry area surfaces at areas of modifications, repairs, and coating failures shall be spot abrasive blasted, under direction of the Inspector, to an AMPP/NACE No. 3/SSPC-SP 6 Commercial Blast Cleaning. This includes the entire drywell tube, bowl (requires removal and reinstallation and caulking the aluminum jacketing and insulation on the fill pipe), and pedestal down to the top landing and all associated items such as the overflow pipe, ladder, brackets, couplings, manways, etc., entire top platform, all piping and appurtenances within the valve pit, and any other randomly located coating failures as directed by the Inspector. Feather edges of existing coating, at spot blasted areas, using AMPP/SSPC-SP 3 Power Tool Cleaning methods.
- C. Apply a zinc/epoxy coating system, including stripe coat, as specified in Articles 11 and 12 of this Section.
- D. Clean up per Article 15 of this Section. The Contractor shall be fully responsible for proper testing, waste evaluation, waste tracking, documentation, and disposal of interior waste generated per state and federal (RCRA/EPA) pollution control agency regulations and the Contract Documents.

1.05 *Exterior Area Abrasive Blast and Coating: Bid Item #5*

- A. An exterior containment system is required. See Article 8 of this Section.
- B. Remove all surface contaminants in accordance with AMPP/SSPC-SP 1 Solvent Cleaning. After structure modifications and repairs are completed, abrasive blast all exterior surfaces to an AMPP/NACE No. 3/SSPC-SP 6 Commercial Blast Cleaning. This includes all antenna, coaxial cable, and miscellaneous supports and/or brackets.
- C. Apply a zinc/epoxy/urethane/fluoropolymer coating system as specified in Articles 11 and 12 of this Section.
- D. Apply a non-skid walkway to the entire roof area within the roof handrail assembly, as specified in Articles 11 and 12 of this Section.
- E. Clean up per Article 15 of this Section. The Contractor shall be fully responsible for proper testing, waste evaluation, waste tracking, documentation, and disposal of exterior waste generated per state and federal (RCRA/EPA) pollution control agency regulations and the Contract Documents.

1.06 *Lettering/Logos: Bid Item #5*

- A. Lettering/logos shall be applied in two locations (approximately 180-degrees from each other). One location shall contain the city lettering/logo, and the other location shall contain the school logo.
- B. The city lettering/logo, and the school logo, are shown in Appendix D.
- C. The new lettering/logos shall be oriented and sized as directed by the Owner or Engineer.
- D. Refer to Article 12 of this Section for lettering/logo color details.

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1.07 *Mobilization: Bid Item #6*

- A. Mobilization shall consist of all work and operations for, including but not limited to, the movement of personnel, equipment, supplies, and incidentals to and from the project site, the establishment and subsequent removal of all offices, Contractor's buildings, and other facilities necessary for work on the project, disinfection of the reservoir and site clean-up per Articles 14 and 15 of this Section, and all other work and operations which must be performed, or costs incurred, prior to beginning and after completion of work on the project site.
- B. The Contractor shall be responsible for any incidental cleaning of the reservoir required after draining. Some sludge/sediment in the bottom of the reservoir is to be anticipated. Disposal on the property of any material cleaned from the reservoir is not permitted. All sludge/sediment and waste material generated by the work shall be hauled off-site and disposed of properly by the Contractor.
- C. Site restoration of all disturbed areas shall be completed to pre-project conditions, at a minimum, and the Owner's satisfaction.

ARTICLE 2 – SUBMITTALS

2.01 *Submit to Engineer*

- A. Submit electronically to the Engineer, a minimum of ten (10) business days before the pre-construction meeting, the following items in Paragraphs B and C for review, in conformance with the Contract Documents.
- B. Provide the project submittals and shop drawings noted below in a single package unless multiple packages have been discussed and approved by the Engineer.
- C. Submittals shall be presented in clear and thorough manner, in the order listed below, complete with respect to product information, dimensions, design criteria, field measurements clearly identified, materials of construction, and like information to enable review. Contractor shall review submittals prior to submission. After review by the Engineer, an electronic copy of the submittals will be returned to the Contractor for review and any necessary corrective action. Format submittals in the following manner:
 - 1. On Contractor's letterhead for each submittal listed below
 - 2. Submittal date
 - 3. Submittal number and any previous submissions
 - 4. Project name and number
 - 5. Brief identification of items being submitted including supplier and manufacturer
 - 6. Stamped as approved by the Contractor
 - 7. A 4" x 4" space for the Engineer's stamp
- D. Notify Engineer in writing, at time of submission, of any deviations in submittal from requirements of Contract Documents. Any such deviations permitted by Engineer will require modifications of Contract Documents.
- E. Begin no fabrication or work which requires submittals until return of submittals by Engineer with Engineer's stamp, as "Reviewed" or "Reviewed with Comments".
- F. Submittals stamped "Revise & Resubmit" or "Rejected" shall be corrected as noted. Resubmittals shall be made as required until being marked "Reviewed" or "Reviewed with Comments". Each resubmittal shall address all changes determined by or resultant from the Engineer's revisions prior to submitting.
- G. Project submittals:

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1. List of subcontractors
 2. Construction schedule
 3. Schedule of values
 4. Cost breakdown statement of Structure Modifications in Article 1.01
 5. Welder certifications
 6. Containment or plan
 7. TCLP sampling plan
 8. Special procedures, i.e., dehumidification, heating if necessary
 9. Interior and exterior rigging plan. (in reference to type of rigging; i.e., electric/air motors, boom styles, etc.)
 10. Abrasive and coating materials including product data sheets, color charts, and environmental data sheets
 11. Color selection draw-downs for each area and color selected, including logo, with color name and number
 12. Tank interior cleaning and disinfection procedures
 13. LED light fixture
 14. Half-coupling and stainless-steel bowl drain valve
 15. Manway gasket materials and products
 16. Rubber sheet surrounding drywell tube
 17. Corrosion-resistant screen products
 18. Double aviation red obstruction light and sensor
 19. Safety climb/fall protection system (cable, harnesses, SRL, etc.)
 20. Caulk
 21. Rubber coupling covers
 22. Submersible mixer
- H. Shop drawings for the following items:
1. Drywell tube aluminum lid replacement
 2. Pressure pallet vent/finial with removable cover
 3. Roof climb assist
 4. Containment ports
 5. Painter's hatch manway
 6. New ladder
 7. Scalable logo templates

ARTICLE 3 – PROTECTION OF RESERVOIR FEATURES

3.01 *Areas to Protect*

- A. Care must be taken when performing abrasive blasting and painting so that adjacent areas are not damaged by these operations. Protect during blasting operations and do not coat over: vent or overflow screens, interior lighting, switches or outlets, or control boxes, whether

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electrical, electronic, or mechanical. Provide sufficient protection and control measures to prevent damage to these or other peripheral equipment which requires protection.

3.02 *Inlet/Outlet Pipe Protection*

- A. Prevent entrance of dirt, sediment, blast media, residual water, and other debris into the inlet/outlet pipe. Prior to any work affecting the interior wet area, the Contractor shall insert into the pipe a heavy duty, inflatable flex-plug, such as those manufactured by Peterson Products Company of Fredonia, WI, or a rubber plug, such as those manufactured by Vanderlans and Sons, Inc. of Lodi, CA. Alternative methods of pipe protection shall be approved by the Engineer prior to installation.

3.03 *Protection of Antenna*

- A. It is anticipated that all cellular antennas and accompanying equipment, not permanently attached, will be removed from the reservoir prior to this contract. In the case that any City owned equipment cannot be removed from the tank and/or must remain active during the project, the Contractor is responsible for the protection of all antennas, cables, and associated equipment from damage during reconditioning. Protection may include the temporary removal of antennas and/or cables from their support mounts to blast and paint behind or beneath these items. All equipment cabinets and buildings must be adequately protected and vented to prevent dust contamination and overheating of equipment. Contractor shall coordinate all work with the antenna owners.

ARTICLE 4 – INSPECTION OF WORK

4.01 *Inspection of Work*

- A. Engineer and Owner's personnel shall have access to the work at all times. Contractor shall provide all necessary inspection equipment (at the discretion of the Engineer), labor, rigging, lighting and other equipment to facilitate this inspection.
- B. **CONTRACTOR SHALL PERFORM THEIR OWN QUALITY CONTROL / QUALITY ASSURANCE PRIOR TO THE OWNER OR ENGINEER / INSPECTOR PERFORMING INSPECTIONS.**
- C. The Engineer reserves the right to inspect the work at any time for compliance with all requirements of the Specifications.
- D. The Engineer reserves the right to approve each phase of the work before further work may be done, to halt all work deemed to be improper or not in compliance with the Specifications, and to require the Contractor to promptly correct all improper practices or deficient work.
- E. Inspections may include wet and/or dry film thickness testing and visual surface inspection by the naked eye and/or a suitable magnifying instrument to detect runs, sags, drips, cracks, or other defects.
- F. Inspections may also include any other examination of the prepared surfaces or coating system, deemed necessary by the Engineer, including random destructive film thickness and coating adhesion checks. The entire interior wet area of the tank shall be inspected and tested, in attendance with the Engineer, to ensure a holiday free surface and curing in accordance with manufacturer requirements.
- G. Dry film thickness (DFT) readings of the coating are taken to provide reasonable assurance that the specified minimum DFT has been achieved. A minimum of five (5) separate spot measurements shall be made over every 100 square feet in area. Each spot measurement shall consist of an average of three (3) gage readings next to each other no further than six (6) inches apart. Each spot measurement must be within the specified minimum thickness. The single gage readings, however, making up the spot measurement are permitted to be no less than 80% of the specified minimum thickness.

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- H. Any expenses incurred for corrective measures required as the result of improper practices and/or defective or deficient work shall be borne by the Contractor. The extent of these corrective measures shall be at the discretion of the Engineer. This includes costs for the Engineer to perform repeat inspection of defective or deficient work performed by the Contractor.
- I. Such inspection shall not relieve the Contractor from any obligation to construct the work strictly in accordance with the Specifications. Non-compliant work shall be removed and replaced by the Contractor at their expense.

ARTICLE 5 – VENTILATION AND SAFETY REQUIREMENTS

5.01 *Ventilation and Safety Requirements*

- A. The Contractor shall maintain adequate and continuous explosion-proof ventilation during surface preparation, coating operations and recoat and curing periods. This ventilation shall be of the suction type, installed on the roof ventilation manways or roof openings and shall be of sufficient capacity to maintain throughout the tank interior, a clear atmosphere that is well below explosive and toxic limits. All ventilation shall be in compliance with OSHA and the Minnesota Department of Labor and Industry for Confined Spaces Entry.
- B. Ventilation of the interior areas shall be performed using dust collectors where feasible. Alternatively, ventilation fans may be used at roof manways if they have a minimum free air capacity of 6,200 CFM and include dust socks to prevent the escape and drift of dust generated by interior abrasive blasting and overspray. The use of pneumatic coppus/venturi air movers is not permitted.
- C. Arrange the ventilation system, including all fans and temporary ductwork, so that fresh air is drawn into the tank at the bottom and is exhausted at the top with an upward air movement pattern within the tank that permits no still air spaces to exist in any area. Give particular attention to floor level or lower spaces and pocket areas where heavier- than-air solvents and particulate matter are likely to accumulate. Said ventilation shall be sufficient for the removal of dust, coating fumes or other volatile gases and moisture to such an extent as to prevent any undesirable accumulation of any thereof to the hazard of the workers or the work.
- D. All electrical equipment and tools shall be explosion-proof and/or non-sparking and shall be maintained in good working order. Spray equipment shall be as recommended by, or acceptable to the coating manufacturer, and shall be thoroughly cleaned before and after use with the appropriate cleaning solvents.
- E. Contractor shall provide adequate explosion-proof lighting during all surface preparation, coating operations, and inspection. This lighting shall comply with AMPP/SSPC Technology Guide No. 12. Surface preparation and coating application require a minimum of 20-foot candles. 50-foot candles is recommended. For inspection work, a minimum of 50-foot candles is required, and 200-foot candles is recommended.
- F. Provide continuous ventilation and heating facilities to maintain surface and ambient temperatures per manufacturer's product requirements.
- G. In the event heating devices are used, they shall be explosion-proof and do not exhaust sooty or oily residues, steam/moisture that would result in condensation, or any other contaminants into the tank.
- H. Prior to use, store all coating materials in a secure area that provides protection from weather and temperature beyond manufacturer's requirements. The area shall be maintained in a safe, neat, and clean manner and free from fire, explosion, or other hazards.
- I. All work shall be performed in a safe and orderly manner, all in compliance with the standards as prescribed by OSHA and the Minnesota Department of Labor and Industry, Division of Accident Prevention. The Contractor is directed to the Environmental Standards Section for the full scope of regulatory requirements. The Contractor shall comply with OSHA Regulations

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29 CFR 1910.146 and Subpart AA for Confined Space Entry. Compliance with Confined Space Entry includes daily monitoring the confined space for four (4) gases and maintaining a daily confined space entry log. This daily confined space entry monitoring shall be for OSHA compliance for not only the contractor or subcontractor forces but shall also include monitoring for representatives from the Owner and Engineer. Any fines imposed on the Owner or Engineer by any regulatory agency because of the contractor's non-compliance with OSHA Regulations shall be paid or reimbursed by the Contractor.

- J. **THE USE OF ROPE RIGGING IS NOT PERMITTED.**
- K. The Contractor shall be responsible to secure all tank openings at the end of each day or at any time work is not being performed on the job site. In place of manway covers, the Contractor may use adequately secured and locked grating type covers to secure all openings. Gratings used for ventilation purposes shall be of at least ¼-inch diameter wire mesh with minimum 2-inch by 2-inch openings to allow adequate air passage.

ARTICLE 6 – MODIFICATION AND REPAIR WORK

6.01 *Modifications and Repairs*

- A. Items to be modified and repaired are described in Article 1 of this Section.
- B. All modifications and repairs shall be prepared and finished according to the requirements of Appendix C (AMPP/NACE Standard SP0178-2007) and AMPP/NACE Weld Preparation Designation "C", and as directed by the Engineer.
- C. Steel modifications shall be performed under the direction of the Engineer by a skilled, certified welder. Welders shall be certified in conformance with ASME Section IX for modifications subject to pressure and AWS D1.1 for all other modifications. Current copies of the welder's modification appropriate certificates shall be submitted to the Engineer and Owner.
- D. No welding over coated steel surfaces is permissible. The Contractor is responsible to adequately remove, either by abrasive blasting or power tool cleaning, all coatings before welding.
- E. Welding Procedures:
 - 1. All field welding shall be in accordance with ASME Section VIII, Division 1 and AWWA D100.
 - 2. The location, type, size, and length of all welds shall be as shown on approved shop drawings. Welding shall not be performed outside the parameters of AWS D1.1.
 - 3. The contractor shall submit all welding procedures to the engineer for approval prior to the preconstruction meeting.
 - 4. Weld testing:
 - a. Owner may perform additional weld testing at their expense. However, in the event that work is defective, Contractor shall pay for additional tests and shall repair all defective work according to these Specifications.
 - 5. Any additional repair work uncovered by the Contractor or Engineer during reconditioning shall not be executed until change orders are approved by the Owner and Contractor. Refer to General Conditions for details involving increases or decreases in the amount of work.

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ARTICLE 7 – UNFAVORABLE WEATHER CONDITIONS

7.01 *Surface Preparation*

- A. No surface preparation or coating application work shall be done under unfavorable weather conditions, unless the work is adequately protected, and then only with the specific approval of the Engineer.
- B. The Engineer intends to routinely monitor wind direction, wind speed, air temperature, steel temperature, dewpoint and relative humidity to ensure Contractor compliance with the listed conditions.
- C. The Contractor shall record the wind direction, winds speed, dewpoint, relative humidity, air temperature, and surface temperature a minimum of three (3) times per day for each day of the construction schedule or each day the Contractor is on site performing the work. The Contractor's daily log shall be submitted to the Engineer or Inspector for comparison with the Inspector's data.
- D. As necessary to achieve the required climate conditions for the work, the Contractor shall provide heating, dehumidification, or other forced curing methods.

ARTICLE 8 – CONTAINMENT PLAN

8.01 *Containment Plan*

- A. The interior and exterior coatings are not classified as lead-based paint. It is not anticipated abrasive blasting will generate hazardous waste. All work shall be performed in accordance with state and federal regulations.
- B. The Contractor shall be fully responsible to provide full containment of the exterior abrasive blasting operation, including a top bonnet or cover to prevent the drift of fugitive particulate matter onto adjacent property, streets, or structures. In conjunction with full containment the Contractor shall be responsible to provide adequate dust collection or negative air to the containment system to prevent the emissions release to the environment and to provide a reduction of dust exposure to workers.
- C. During sandblasting and coating operations, the Contractor shall provide adequate protection and containment to prevent damage to adjacent structures and property by the operations.
- D. At a minimum, Contractor shall submit a containment plan outlining all the details including drawings, equipment, tarps, structural loading calculations, wire rope sizes, hoist line pull capacity, dust collection equipment, and if the Contractor chooses to employ any wet abrasive blasting methods and the inhibitors to be used during those blasting operations. Tarps used for containment shall be solid screens, UV-stabilized, and weather and solvent resistant.
- E. The containment plan must be submitted for review by the Engineer seven (7) days before the preconstruction meeting. Work on the project will not begin without a reviewed containment plan.
- F. The Contractor shall be fully responsible to provide a 100% impervious ground coverage in all areas adjacent to the tank for the purpose of ensuring the recovery of (a minimum) 95% of all spent abrasive, removed paint, and debris from the abrasive blast operation. Ground cover shall consist of reinforced plastic or canvas tarps sufficiently overlapped and secured to prevent contamination.
- G. As an option, the Contractor may employ a wet abrasive blasting operation, in conjunction with full containment of the exterior to control fugitive particulate matter. The Contractor expressly agrees to abide by the decision of the Engineer or Owner in accepting or rejecting the Contractors wet abrasive blasting plan.

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- H. The Contractor expressly agree to obey the verbal or written direction and instruction of the Engineer, Inspector, or Owner's representative in determining when the exterior abrasive blasting operation may proceed or must be suspended due to excessive winds, or drift of dust, spent abrasive and paint chips outside the area of containment.

ARTICLE 9 – SURFACE PREPARATION

9.01 *Blast Cleaning*

- A. Use proper equipment and commercially available abrasives when blast cleaning to produce a profile of 2.0 to 3.5 mils, or as recommended by the coating manufacturer. Abrasives shall be chemically washed and dried, dust, dirt and fines free, resistant to fracture (shattering), and contain no leachable contaminants. Do not reuse sand or flint abrasives.
- B. The use of recyclable abrasive, such as steel grit, is acceptable. Waste generated by this method of abrasive blasting may be considered hazardous waste and as such must be disposed of accordingly. If using recyclable abrasive, extra care must be taken to ensure all abrasive is removed from the reservoir surfaces and any surrounding surfaces or equipment that may result in the abrasive contaminating the coating.
- C. Abrasives shall be free from oil and within a pH range of 6.0 – 8.0. Use of admixtures may result in higher pH results. Random field testing of the abrasive shall be done by the Inspector according to ASTM D7393-07 and AMPP/NACE standards to ensure the abrasive meets these requirements.
- D. Additional care is required during cleanup to ensure all abrasive residual is removed prior to coating application. Stop abrasive blast cleaning in sufficient time to remove all dust, spent abrasive, and other foreign matter from and around all blasted surfaces (including rigging and equipment). Allow the atmosphere to clear before any coating application is performed. Removal of these materials shall be by clean brush or suitable industrial vacuum with particular attention given to welds, pockets, difficult to access and overhead areas. Prepared surfaces will be randomly tested by the Inspector, according to ISO 8502.3 Clear Tape Test.
- E. For either SSPC-6 or SSPC-10 classification, ALL PAINT, oil, grease, dust, dirt, mill scale, rust, oxides, corrosion products, or any other foreign matter on the surface must be removed prior to new coating application to comply with AMPP standards.
- F. All compressed air equipment shall be fitted with suitable after coolers, oil, and moisture separators to prevent contamination of abrasives and/or blasted surfaces. Separators shall be of the continuous bleeding or automatic dumping type. To prevent contamination of abrasives and/or blasted surfaces, install separators between the compressor air outlet and the blasting pot compressed air inlet.
- G. Take precautions during all blasting operations to prevent over-blast damage to previously applied-coated areas.
- H. Daily blasting operations shall consist of removal of a 1-inch to 3-inch border around the previously primed steel where adjacent steel has not yet been primed.
- I. The Inspector shall perform a daily test to ensure cleanliness of the compressed air supply. This test will be performed in the following manner. Clean white blotter paper shall be held no more than 18-inches from the air supply, downstream of moisture and oil separators. The air supply is to be directed at the blotter paper for approximately (2) two minutes. The paper is then visually examined for signs of oil and moisture. Clean paper indicates the test has passed. Failure to pass the test will be justification for denying blasting to be performed until a passing test can be achieved.

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ARTICLE 10 – COATING HANDLING

10.01 *Coating Handling*

- A. All materials shall be brought to the job site in the original sealed and labeled containers of the coating manufacturer and shall be subject to inspection by the Engineer.
- B. The Contractor shall provide adequate job site security and storage for all coating materials, thinners, rags, and waste materials, per the manufacturers shipping and storage requirements, state and local regulations, these Specifications, and as directed by the Engineer.

ARTICLE 11 – COATING APPLICATION

11.01 *Coatings Application*

- A. Coating application shall be performed within manufacturer's required conditions. Proceed with surface preparation and coating application only when air and surface temperatures are between the manufacturers recommended minimum and maximum surface temperatures, and surface temperature is at least 5 degrees above wet bulb air temperature reading. Coating shall not be applied to contamination, dust, wet or damp surfaces, and shall not be applied in rain, snow, fog, or mist. No coating shall be applied when it is expected that the relative humidity will exceed the manufacturer's maximum allowable humidity or when the air temperature is expected to drop below the manufacturer's minimum allowable temperature as identified in the coating manufacturer's product requirements. If working conditions are questionable, the Engineer shall make the decision and the Contractor shall accept Engineer's interpretation as final and binding.
- B. Each coat shall be applied at the specified rate and in the manner recommended by the coating manufacturer. Each coat shall be applied with uniform coverage with no streaks, laps, runs, sags, holidays, or brush marks showing and shall be well worked into the surface. Coatings shall be inspected and approved by the Owner's representative, Engineer, or Inspector after the Superintendent or Crew Foreman has performed the initial quality control inspection. Any deficiencies shall be corrected prior to the next coat application.
- C. When a thinning admixture is necessary, only the products of the manufacturer furnishing the coating, and for that particular purpose, shall be allowed. All thinning shall be done strictly in accordance with the manufacturer's instructions, as well as with the full knowledge and approval of the Inspector.
- D. When an accelerator admixture is necessary, only the products of the manufacturer furnishing the coating, and for that particular purpose, shall be allowed. All accelerating shall be done strictly in accordance with the manufacturer's instructions, as well as with the full knowledge and approval of the Inspector.
- E. Dry film thickness will be measured per SSPC-PA 2. Measurements of wet mil thickness will be accomplished by use of the "Nordson" wet film gage or such other gage as the Engineer might determine satisfactory for the application.
- F. Each coat shall be allowed to dry and/or cure thoroughly before either the next coat is applied or the tank is placed into service, as required by the coating manufacturer's written requirements.
- G. After primer has cured and been approved by the Inspector, ensure one uniform stripe coat is carefully applied by brushing around all roof structural components, rivet heads, seams, welds, bolt assemblies, scab marks, plate overlaps, joints, and other irregularities in the surfaces. Stripe coat shall consist of color variation from the primer (typically color of next coat application). Stripe coat shall not be applied by roller application that sheds any roller hairs into the coating.

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- H. When coating is applied by spraying, use suitable equipment (nozzles, air supply, etc.) as recommended by the coating and equipment manufacturer as being best suited or necessary for production of quality work.
- I. Exterior spray painting is permitted only within the containment. However, the finish coat shall be applied by brush or roller only. The Contractor shall take all necessary precautions to avoid paint fallout and any resulting damage to adjacent structures and property by the operations.
- J. For brush application, the coating shall be brushed on in one direction, and then smoothed in a direction at right angles to produce as uniform thickness of coating and as complete a coverage as possible. Such two-directional brushing shall be considered as "one coat" within the meaning of these specifications.
- K. During primer application, leave a 3-inch to 4-inch border of uncoated, blasted steel at the end of each workday.
- L. A prime coat shall be applied within eight (8) hours after abrasive blasting. When the humidity exceeds 80%, the prime coat shall be applied within four (4) hours after blasting. If conditions are questionable, the Engineer shall make the decision, and the Contractor shall accept his interpretation as final and binding.

ARTICLE 12 – SURFACE COATINGS

12.01 The reservoir shall be coated with products provided by a single manufacturer. **All coatings in contact with potable water shall comply with state regulations and NSF 61 standards.** Coating schedules for the following manufacturers are specified in this Article.

- A. Manufacturers or approved equal.
 - 1. Tnemec Company, Inc.; www.tnemec.com
 - 2. Sherwin-Williams Company; www.sherwin-williams.com

12.02 Colors

- A. Primary colors shall be chosen from manufacturer's color charts. Contractor to coordinate color selection with the Owner prior to ordering.
 - 1. Interior wet and dry area finish color shall be white.
 - 2. Exterior intermediate coat colors to be one shade lighter than the subsequent coat.
 - 3. Exterior finish coat color shall be applied as a single tone appearance. Color to match the Tnemec Rock Slide 65BR used on Tower Number Two.
 - 4. Custom colors for the city lettering/logo are as follows. Refer to Article 1 of this Section and Appendix D for more information:
 - a. City Lettering/Logo
 - 1) Tnemec's 446C Gray (A13293)
 - 2) Tnemec's PAN3425C Green (G7360)
 - 3) Tnemec's 348C Green (G2710)
 - 4) Tnemec's 7689C Blue (B9399)
 - 5) Tnemec's 7573C Brown (D11106)

12.03 Non-Skid Walkway

- A. The non-skid walkway shall consist of one (1) additional finish coat applied by roller within the handrail, or as determined by the Engineer, after applying the finish coat to the reservoir roof. Abrasive, size #20-40, shall be incorporated (mixed) thoroughly into the paint and applied evenly.

TECHNICAL SPECIFICATIONS

1. Manufacturers or approved equal.

a. US Silica; www.ussilica.com

b. Red Flint; www.redflint.com

12.04 Tank Lettering/Logos

A. The Contractor shall paint the lettering/logos at the Owner's designated locations. Any techniques for size and placement, such as the use of a template, shall be the responsibility of the Contractor and shall be done without additional compensation. The lettering/logo details are shown in Appendix D.

12.05 Manufacturer's Fluoropolymer Warranty Coverage

A. Upon completion of the project, the Contractor shall provide to the Owner all required information and forms provided by the coating manufacturer regarding warranty coverage of the applied exterior fluoropolymer coating system. The warranty shall be effective for a minimum of 15-years beginning on the substantial completion date and provide the following:

1. No checking, cracking, blistering or delamination from the substrate.
2. Not allow the substrate to corrode in excess of 1% of the surface area being coated as measured in accordance with ASTM D 610-25 "Standard Test Method for Evaluation Degree of Rusting on Painted Surfaces" for a period of five (5) years from substantial completion date or corrode in excess of an additional 0.5% per year for balance of the warranty coverage period.
3. No change in color more than 5 DE Hunter units. Determined in accordance with ASTM D2244 by comparing the affected exposed coating cleaned with water and a soft cloth with unexposed original Project color standards maintained by the manufacturer and the Owner.
4. No loss of gloss exhibited exceeding 24 units as measured by a glass meter in accordance with ASTM D523-89 with 60-degree geometry.
5. No chalking exceeding a rating of 8 as measured in accordance with ASTM D4214, Method A.

TECHNICAL SPECIFICATIONS

NORTH BRANCH, MINNESOTA TOWER NUMBER THREE

TNEMEC COMPANY, INC.

INTERIOR WET AREA:

Zinc / NSF 61 Certified
Epoxy

Coat Application	Product	DFT Range	Cumulative DFT
Primer	Series 91-H2O Hydro-Zinc	2.5 - 3.5	2.5 - 3.5
Stripe	Series N140 Pota-Pox Plus		-
Finish	Series 21 Epoxoline	14.0 - 16.0	16.5 - 19.5
	or		
	Series 22 Epoxoline	30.0 - 38.0	32.5 - 41.5
	or		
	Series FC22 Epoxoline*	30.0 - 38.0	32.5 - 41.5

*(in multi-coat application; minimum DFT is 16.0
mils per coat)

INTERIOR DRY AREA (SWEATING AREAS):

Zinc / Epoxy

Coat Application	Product	DFT Range	Cumulative DFT
Primer	Series 91-H2O Hydro-Zinc	2.5 - 3.5	2.5 - 3.5
Stripe	Series N140 Pota-Pox Plus	-	-
Intermediate	Series N140 Pota-Pox Plus	4.0 - 6.0	6.5 - 9.5
Finish	Series N140 Pota-Pox Plus	4.0 - 6.0	10.5 - 15.5

EXTERIOR AREA:

Zinc / Epoxy / Urethane /
Fluoropolymer

Coat Application	Product	DFT Range	Cumulative DFT
Primer	Series 91-H2O Hydro-Zinc	2.5 - 3.5	2.5 - 3.5
Stripe*	Series N140 Pota-Pox Plus		-
Intermediate 1	Series N140 Pota-Pox Plus	4.0 - 6.0	6.5 - 9.5
Intermediate 2	Series 1095 or 73 Endura-Shield	3.0 - 5.0	9.5 - 14.5
Finish	Series 700 HydroFlon	2.0 - 3.0	11.5 - 17.5
Finish Non-Skid**	Series 700 HydroFlon		-

* (required if Intermediate 1 and 2 are spray applied)

** (applied after finish coat to designated areas)

LETTERING AND LOGO:

Fluoropolymer

Coat Application	Product	DFT Range	Cumulative DFT
Finish	Series 700 HydroFlon	2.0 - 3.0	13.5 - 20.5

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NORTH BRANCH, MINNESOTA TOWER NUMBER THREE

SHERWIN-WILLIAMS COMPANY

INTERIOR WET AREA:

Zinc / NSF 61 Certified
Epoxy

Coat Application	Product	DFT Range	Cumulative DFT
Primer	Corothane 1 Galvapak Zinc 2K	2.0 - 4.0	2.0 - 4.0
Stripe	Macropoxy 5500 LT		-
Finish	Sherplate 600	14.0 - 16.0	16.0 - 20.0
	or		
	Dura-Plate UHS	30.0 - 38.0	32.0 - 42.0
	or		
	Sherplate PW*	30.0 - 38.0	32.0 - 42.0

*(in multi-coat application; minimum DFT is 12.0
mils per coat)

INTERIOR DRY AREA (SWEATING AREAS):

Zinc / Epoxy

Coat Application	Product	DFT Range	Cumulative DFT
Primer	Corothane 1 Galvapak Zinc 2K	2.0 - 4.0	2.0 - 4.0
Stripe	Macropoxy 5500 LT		-
Intermediate	Macropoxy 5500 LT	4.0 - 6.0	6.0 - 10.0
Finish	Macropoxy 5500 LT	4.0 - 6.0	10.0 - 16.0

EXTERIOR AREA:

Zinc / Epoxy / Urethane /
Fluoropolymer

Coat Application	Product	DFT Range	Cumulative DFT
Primer	Corothane 1 Galvapak Zinc 2K	2.0 - 4.0	2.0 - 4.0
Stripe*	Macropoxy 5500 LT		-
Intermediate 1	Macropoxy 5500 LT	4.0 - 6.0	6.0 - 10.0
Intermediate 2	Acrolon 218HS	3.0 - 5.0	9.0 - 15.0
Finish	FluoroKem HS 100	2.0 - 3.0	11.0 - 18.0
Finish Non-Skid**	FluoroKem HS 100		-

* (required if Intermediate 1 and 2 are spray applied)

** (applied after finish coat to designated areas)

LETTERING AND LOGO:

Fluoropolymer

Coat Application	Product	DFT Range	Cumulative DFT
Finish	FluoroKem HS 100	2.0 - 3.0	13.0 - 21.0

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ARTICLE 13 – STRUCTURE MATERIALS AND PRODUCTS

13.01 *Caulk*

- A. Caulk shall be a single component, moisture cured urethane, non-sag, UV resistant, paintable, and NSF 61 approved. Caulk shall be provided by the following manufacturer or approved equal.
- B. Manufacturer or approved equal.
 - 1. Sika Corporation; Sikaflex® - 1A; www.usa.sika.com

13.02 *Gasket Material*

- A. Flat style gaskets shall be approximately ¼-inch thick and made of neoprene or EPDM with a durometer hardness of 50 on the Shore A scale.
 - 1. Manufacturer or approved equal.
 - a. Industrial Rubber and Supply; www.industrialrubberandsupply.com
- B. Round style gaskets shall be ¾-inch, round, solid core and made of Nitrile (Buna-N) rubber with a durometer hardness of 50 on the Shore A scale.
 - 1. Manufacturer or approved equal.
 - a. Allied Rubber & Supply Co.; www.alliedrubber.com
- C. For flat cover ventilation manways, roof vents, and similar applications, use a flat style gasket 1/8-inch thick and made of neoprene or EPDM with a durometer hardness of 50 on the Shore A scale.
 - 1. Manufacturer or approved equal.
 - a. Industrial Rubber and Supply; www.industrialrubberandsupply.com
- D. For hinged roof manways, use U-channel ¼-inch neoprene material, 9/16-inch height.
 - 1. Manufacturer or approved equal.
 - a. DK Hardware; www.dkhardware.com

13.03 *Aviation Red Obstruction Lighting System*

- A. Replace the existing aviation light with a steady-burn LED double obstruction light conforming to FAA AC 150/5345-43G, type L-810 LED or Military Specification L-7830. Include replacement of the photoelectric cell.
 - 1. Manufacturer or approved equal.
 - a. Hughey and Phillips; www.hugheyandphillips.com
 - b. Flash Technology; www.flashtechology.com

13.04 *Stainless-Steel Bowl Drain Valve*

- A. 4-inch no-freeze valve constructed completely of stainless-steel and brass with a rubber end seal that prevents water from entering the valve when closed.
 - 1. Manufacturer or approved equal.
 - a. Babco Valves; Superior Sales & Service; www.superiorsales.com

13.05 *Mixing System*

- A. Furnish and install an active mixing system that will produce uniform, consistent, and continuous mixing of the potable water within the reservoir. Passive mixing systems are not permitted. Refer to Paragraph 13.07 for electrical requirements.

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- B. Mixer shall be NSF 61 compliant and constructed of stainless-steel and other corrosion resistant components. Manufacturer shall also provide stainless-steel suspension components and stainless-steel or brass mounting hardware.
- C. System shall produce and maintain water temperatures that converge to within 1.5-degree F within eight (8) hours during normal mixer operations. Chlorine concentrations shall converge to within 0.2 mg/l.
- D. Mixer shall be designed for submersible operation, powered by 120VAC, 60Hz, direct drive with no gearbox or lubrication maintenance required, and operate continuously, 24-hours per day, 7 days per week without overheating or increased current draw. Power cable to be submersible type and length determined by project installation parameters. Cable to be terminated in a junction box provided by the mixing system manufacturer.
- E. Manufacturer provided junction box shall be NEMA 4X rated to withstand outdoor weather conditions and sized to accommodate installation mounting bracket components and cable connections to the reservoir electrical system. Box shall be conveniently located as directed by the Owner, Engineer, and/or electrical subcontractor. Contractor shall install conduit, cable, and junction boxes as necessary to connect the mixing system to the reservoir electrical system.
- F. Furnish and install a manufacturer supplied SCADA control panel for on-site and remote monitoring of the mixing system. The control panel shall meet the following requirements:
 - 1. Control panel shall be UL 508 Listed, which includes being enclosed in a NEMA 4X box to protect against outdoor weather conditions and condensation and moisture.
 - 2. Panel shall have an exterior mounted Hand-Off-Auto (HOA) switch, definite contactor for mixer control, exterior mounted run indicator light and amperage indicator, grounding lug, 120VAC standard three-prong male end molded plug, and security locking latch.
 - 3. Panel shall include a 4-20mA analog output for motor operation monitoring and 24VDC relay to allow for remote on and off control of the mixer. Connection of the panel to the Owner's PLC/RTU is not part of the scope of the Work.
 - 4. To power the panel, Contractor shall install 120VAC and minimum 20A rated service.
- G. Manufacturers or approved equal.
 - 1. IXOM Watercare/Medora; GridBee GS-9 Potable Tank Mixer; www.ixomwatercare.com
 - 2. Kasco Marine Inc.; 1/2HP CertiSafe Mixer with mounting system; www.kascomarine.com

13.06 Lighting

- A. Contractor to furnish and install replacement light fixture above the pedestrian door on the exterior of the reservoir and shall include all conduit, wiring, lamps, and wiring devices as specified in Paragraph 13.07 Electrical.
- B. Exterior wall pack replacement: Fixtures shall be 9- to 51-watt LED with 100,000-hour average life, 1,100 to 6,200 lumens, 4000K color temperature, wall mountable, gasketed, aluminum housing, rated for outdoor installations, and UL listed for wet locations.
 - 1. Manufacturers or approved equal.
 - a. Lithonia Lighting; TWX2 LED ALO 40k MVOLT Wall Pack; lithonia.acuitybrands.com

13.07 Electrical

- A. General Instructions for Electrical Contractor:
 - 1. All work performed under this Contract shall conform to these Specifications and the latest editions of the National Electrical Code (NFPA 70) and State Building Code. All equipment and materials shall be new, have the Underwriters Laboratories (UL) label, and conform to ANSI, ICEA, IEEE and NEMA standards. Electrical equipment shall be

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installed in a neat workmanlike manner according to Article 110.12 of the National Electrical Code.

B. Grounding:

1. All grounding shall follow Article 250 of the National Electrical Code.
2. All wires used for grounding shall be Class B stranded copper, either bare or with green insulation. Grounding wire size shall be as required by electrical Code. Grounding rod shall be 3/4 inch by 10 feet copperweld. Provide all connections and terminators required for ground connections. Tool-compressed connectors and lugs shall be used except for connections to the bus bars which may be made with Burndy Type QGFL bar taps. Furnish and install one (1) grounding electrode (ground rod) near the panelboard and connect to the ground bus of the panelboard. An equipment grounding conductor shall be installed with each branch circuit. Conductor shall be connected to the equipment ground or to the ground bus. Ground resistance of the grounding electrode shall be measured before it is connected to the panelboard ground bus. A final ground resistance measurement shall be made after the complete grounding system has been connected.

C. Rigid Metal Conduit:

1. All conduit shall comply with Article 344 of the National Electrical Code.
2. All wiring shown on the plans and specified herein shall be installed in conduit unless indicated otherwise. Conduit shall be rigid steel which is galvanized inside and outside, and UL listed (UL-6). Conduit shall have threaded couplings and fittings only; no set screw, gland type or split fittings shall be used. Type FS or FD cast device boxes shall be used for all small boxes. Large pull boxes shall be fabricated from code gauge steel which is galvanized after fabrication. Boxes shall be NEMA 1 enclosures with hinged, gasketed cover which is held closed with 2-point or 3-point latch or with a minimum of 3 screws in the side opposite the hinge. Boxes shall not have removable knockouts. Boxes shall be sized in accordance with the National Electrical Code with enough capacity to add to each side at least two (2) conduits of the same size as the largest conduit which enters the box. Conduit terminations to terminal boxes, cabinets, and enclosure shall have double lockouts and O-Z/Gedney Type B insulated bushings. Expansion fittings shall provide for 4-inch conduit movement; Appleton "XJ", Crouse Hinds "XJ", O-Z/Gedney Type "AX", or approved equal and shall have an external bonding jumper. Liquid-tight flexible metal conduit shall have a PVC jacket, and sizes up through 1-1/4 inch shall have a built-in continuous copper ground; Amer-tite Type UL, Anaconda "Sealtite" Type U. A., Electri-Flex "Liquatite" Type L. A., or approved equal.

ARTICLE 14 – DISINFECTION OF RESERVOIR

14.01 *Disinfection of Reservoir*

- A. In preparation for placing the reservoir into service, the Contractor shall remove all dirt, litter, and other debris, and clean all surfaces. If necessary, rinsing shall be performed by a Contractor provided power or jet truck using a minimum 2-inch diameter sanitary hose. Coordinating with the Owner, the inlet pipe shall be filled and flushed to remove any remaining debris or stagnant water. This process will continue until the discharge from the reservoir is clear. Upon completion the Owner or Engineer shall inspect and approve the area.
- B. Contractor shall disinfect by using a 200-ppm solution of chlorine sprayed over the entire interior surface area in accordance with the Specifications and AWWA C652-11, Section 4.3: Chlorination Method 2.
- C. The disinfected surfaces shall remain in contact with the chlorine solution for at least 30 minutes. Following this, potable water shall be admitted.
- D. Coordinating with the Owner, fill the reservoir with water to overflow capacity.

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- E. The Owner shall take samples of the water after the retention period to test for bacteria, chlorine residual, and volatile organic compound (VOC) presence. Owner will determine method of sampling.
 - 1. Samples are tested according to the following standards:
 - a. Bacteria: No coliform bacteria present.
 - b. VOC: No taste or smell of "paint" to the water.
- F. If the water is considered not safe after testing, additional disinfecting and testing shall be performed by the Contractor at his expense until the tank is tested safe for use as part of a potable water supply system. This includes the fees associated with replacement water to fill the reservoir and fees associated with the additional disinfection and re-testing as identified in this Section.

ARTICLE 15 – PROJECT CLEAN UP

15.01 *Clean up*

- A. The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by employees or work. Clean up abrasive material or rubbish on a daily regular schedule as directed by the Engineer. All unneeded construction equipment shall be removed from the site and all damages repaired expeditiously.
- B. The Contractor shall perform intermittent or periodic clean-up of adjacent grounds to prevent the accumulation of blast media and debris caused by their operations. This shall include but not be limited to, sidewalks, streets, driveways, yards, and rooftops.
- C. The Contractor shall be fully responsible to recover, remove and dispose of properly all spent abrasives, removed coatings, spent solvents, unused paint, paint containers and other non-specific waste in accordance with current state and federal regulation, included but not limited to the 1976 Resource, Conservation and Recovery Act (RCRA) and its amendments, specifically the 1984 Hazardous and Solid Waste Amendments to RCRA. Disposal of "empty containers" shall be in accordance with RCRA 40 CFR 261.7 and state regulations. **In addition, the Contractor shall submit for review and approval their TCLP sampling plan.** The sampling plan and quality control measures must be in conformance with current EPA test procedures and current PCA regulations. Proper documentation of this process is required by EPA regulations and this Specification. The Contractor is also responsible to provide proper documentation per RCRA/EPA and state regulations for identifying, tracking and disposal of the waste generated. At a minimum, this documentation shall include a Waste Evaluation Form, Industrial Solid Waste Tracking Form, Landfill Special Waste Tracking Form, and letter of acceptance of the waste by the appropriate landfill or disposal site.
- D. Under this Agreement, the Contractor shall be responsible for compliance with local, state, and federal regulations concerning emissions or disposal of solid, particulate, liquid, or gaseous matter resultant from cleaning, painting or other operations. Compliance with this provision shall be accomplished without direct supervision from the Engineer or Owner. The Owner shall not grant additional compensation for changes in the law, regulations, or interpretations of said laws or regulations. The burning of trash, paper or wood on the job site is not permitted. Unless otherwise provided by these Specifications, the Contractor is responsible for all containing, shielding, waste retrieval and other precautions required by any regulatory agency. **Any fines imposed on the Owner or Engineer by any regulatory agency because of the contractor's non-compliance with environmental regulations shall be paid or reimbursed by the Contractor.**
- E. **The Contractor shall perform timely laboratory testing of waste materials generated on the job site to determine its specific classification for proper disposal in accordance with this Specification and all applicable state and federal regulations. A minimum of four (4) TCLP tests shall be performed, or as required by regulations, on both the**

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interior and exterior waste materials. TCLP testing shall be for all eight (8) specific constituent concentrations (eight (8) heavy metals/inorganics) as shown in 40 CFR 261.24, Table 1 or as amended by regulation.

- F. The Owner may perform laboratory testing of waste materials to verify test results taken by the Contractor. In the event of discrepancies in test results and the resultant classification of waste materials, it is agreed by the parties to this Contract that the Engineer shall perform independent testing and shall determine all questions in relation to the classification of waste materials. **The Contractor will be held liable for all supplementary testing, engineering and associated contract administration costs.**
- G. On or before the completion of work, the Contractor shall, unless otherwise directed in writing, remove all temporary works, tools and machinery or other construction equipment. Remove all rubbish and leave the premises and project area affected by the operation in a neat and restored condition satisfactory to the Owner and Engineer.

15.02 Restoration

A. Pavement:

- 1. Contractor is responsible for repair, to Owner's satisfaction, of any pavement damage resulting from the Work.

B. Turf:

- 1. Disturbed areas shall be dressed with topsoil as necessary, seeded, mulched, and fertilized. Contractor responsible for establishing turf coverage to minimum 75%.
- 2. Using suitable cultivating equipment, ensure the areas to be seeded have been tilled to a depth of at least 3-inches to loosen soils that may have been compacted by heavy equipment used during the project.
- 3. Immediately prior to seeding, rake the soil clean of all stones larger than 5/8-inch, sticks, roots, clods, and any other debris or surface hinderance. The area shall be reasonably smooth, blend with the surrounding contours, and be graded to not permit standing water.

C. Seeding:

- 1. Seed mixture shall be tolerant to the sun/shade conditions of the site and blended according to seed manufacturer's recommended percentages for the region. Apply at the rate of 100 pounds per acre. Dormant seeding is not permitted.

D. Mulch:

- 1. Type 1 straw mulch, disc-anchored in place, or straw erosion-control blanket shall be applied immediately after seeding has been completed. If disc-anchoring mulch, apply at a rate of approximately 2 tons per acre. If using erosion-control blanket, staple blanket over all disturbed, seeded areas according to manufacturer instructions.

ENVIRONMENTAL STANDARDS

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ENVIRONMENTAL STANDARDS

ARTICLE 1 – SCOPE

1.01 *Regulatory Requirements*

- A. This specification covers the requirements for worker protection, environmental protection, and the handling of debris generated from industrial paint removal.
1. It is consistent with the intent of these contract documents to describe those performance standards, often broad and general in nature, required to provide a complete and operating system. It shall be the responsibility of the Contractor to familiarize themselves fully regarding the detailed needs and requirements of any and all regulatory agencies having jurisdiction over this work. These detailed needs and requirements shall be accommodated, as part of the Work, in every manner just as if they were prescribed in these Contract Documents.
 2. The Contractor shall comply with and have documented Confined Entry Space Procedures available at the reservoir site at all times, as required by OSHA 29 CFR 1910.146. The Contractor shall also comply with any state and/or local requirements which are more restrictive than the federal requirements.
 3. The Contractor shall comply with safe working practices for cleaning, burning, welding, and handling non-lead-based coated steel, and all health and safety regulations and requirements of federal, state, and local health regulatory agencies, and any Safety Data Sheets (SDS). This compliance shall be accomplished without supervision from the Engineer, or other direct or indirect agents of the Engineer. All rigging attachments present on the reservoir shall be carefully inspected by the Contractor immediately prior to use. The Contractor assumes all responsibility for use of any existing or added attachments.
 4. Compliance with local, state, and federal regulations concerning emissions or disposal of solid, particulate, liquid, or gaseous matter as a result of the reconditioning, or other operations under this Agreement shall be the responsibility of the Contractor. This compliance shall be accomplished without supervision from the Engineer. No additional compensation for changes in the laws, regulations, or the interpretation thereof shall be granted by the Engineer. No burning of trash on the site shall be permitted. **Any fines imposed on the Engineer by any regulatory agency as a result of the Contractor's noncompliance with environmental regulation shall be paid or reimbursed by the Contractor.**

1.02 *Requirements*

- A. Provide required personnel, equipment, and materials, to recondition the reservoir and perform the project according to applicable codes and standards.

ARTICLE 2 – REFERENCE DOCUMENTS

2.01 *Publications*

- A. The publications listed below form a part of these Contract Documents to the extent referenced. The publications are referred to in the text by the basic designation only.
1. Code of Federal Regulations:
 - a. **29 CFR 1910** – “Occupational Safety and Health Standards” (General Industry Standards)
 - b. **29 CFR 1910.20** – “Access to Employee Exposure and Medical Records”
 - c. **29 CFR 1910.137** – “Respiratory Protection”
 - d. **29 CFR 1910.146** – “Permit Required Confined Space”

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- e. **29 CFR 1910.1200** – “Hazard Communication”
- f. **29 CFR 1926** – “Safety and Health Regulations for Construction” (Construction Industry Standards)
- g. **29 CFR 1926.20** – “Construction Industry, General Safety and Health”
- h. **29 CFR 1926.21** – “Safety Training”
- i. **29 CFR 1926.28** – “Personal Protective Equipment”
- j. **29 CFR 1926.51** – “Sanitation”
- k. **29 CFR 1926.55** – “Gases, Vapors, Fumes, Dusts and Mists”
- l. **29 CFR 1926.57** – “Ventilation”
- m. **29 CFR 1926.103** – “Respiratory Protection”
- n. **29 CFR 1926.200** – “Accident Prevention Signs and Tags”
- o. **29 CFR 1926.353** – “Ventilation and Protection in Welding, Cutting, and Heating”
- p. **29 CFR 1926.354** – “Welding, Cutting and Heating in Way of Preservative Coatings”
- q. **40 CFR 50** – “National Primary and Secondary Ambient Air Quality Standards”
- r. **40 CFR 50.6** – “Air Quality Standards for Particulate Matter”
- s. **40 CFR 60** – “Standards of Performance for New Stationary Sources, Appendix A, Test Methods”
- t. **40 CFR 117** – “Determination of Reportable Quantities for Hazardous Substances”
- u. **40 CFR 122** – “EPA Administered Permit Program: The National Pollutant Discharge Elimination System”
- v. **40 CFR 261** – “Identification and Listing of Hazardous Waste”
- w. **40 CFR 262** – “Standards Applicable to Generators of Hazardous Waste”
- x. **40 CFR 263** – “Standards Applicable to Transporters of Hazardous Waste Treatment, Storage, and Disposal Facilities”
- y. **40 CFR 265** – “Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities”
- z. **40 CFR 268** – “Land Disposal Restrictions”
- aa. **40 CFR 300** – “National Oil and Hazardous Substances Pollution Contingency Plan”
- bb. **40 CFR 302** – “Designation, Reportable Quantities and Notification”
- 2. American Society for Testing and Materials
 - a. **ASTM D-3335** – “Test Method for Low Concentrations for Lead, Cadmium, and Cobalt in Paint by Atomic Absorption Spectroscopy”
- 3. Environmental Protection Agency (EPA) Publications
 - a. **SW-846** – “Test Methods for Evaluating Solid Waste-Physical/Chemical Methods”
 - b. **EPA Method 1311** – “Toxicity Characteristics Leaching Procedure”
- 4. Association of Materials Protection and Performance (AMPP), formerly The Society for Protective Coatings (SSPC)
 - a. **SSPC-Guide 61 (CON)** – “Guide for Containing Debris Generated During Paint Removal Operations”
- 5. Corps of Engineers (COE)

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- a. **COE EP-1165-2-304** – “1976 Flood Plain Regulations for Flood Plain Management”

ARTICLE 3 – APPLICABLE CODES AND STANDARDS

3.01 *Minimum Standard of Quality*

- A. As a minimum standard of quality and workmanship, reconditioning work is to comply with the latest edition of the following codes and standards insofar as they are applicable:
1. American Water Works Association (AWWA) Standards
 2. American Welding Society (AWS) Standards
 3. American Petroleum Institute (API) Standards
 4. American Institute of Steel Construction (AISC)
 5. ASTM International Standards
 6. Occupational Safety and Health Administration (OSHA) Standards
 7. American National Standards Institute (ANSI) Standards
 8. United State Environmental Protection Agency (USEPA)
 9. United States Resource Conservation and Recovery Act (US RCRA)
 10. Minnesota Pollution Control Agency (MPCA)
 11. National Electric Code (NEC)
 12. Association of Materials Protection and Performance (AMPP), formerly National Association of Corrosion Engineers (NACE) International
 13. Underwriter's Laboratories (UL)
 14. Resource Conservation and Recovery Act (RCRA)
 15. Building Official and Code Administrators (BOCA)
 16. American Society of Civil Engineers (ASCE)

The above codes and standards are hereinafter referred to as “Reference Specifications”.

ARTICLE 4 – EXECUTION

4.01 *Procedures*

- A. Contractor shall comply with all regulations and requirements listed or inferred by this Section. The Contractor shall pay all other fees and obtain all necessary permits that may be required for the prosecution of their work as called out in the Specifications.

ARTICLE 5 – DEFINITIONS

5.01 *Lead-Containing Paint*

- A. A paint is classified as lead-containing if it contains 0.5 percent or 5,000 PPM lead or greater. This can be determined from prior knowledge of the coating (certification from the coating manufacturer) or through laboratory testing in accordance with ASTM D-3335.

5.02 *Hazardous Waste*

- A. Paint debris is classified as hazardous due to the characteristic of toxicity, if after testing by Toxicity Characteristic Leaching Procedure (TCLP), the leachate contains any of the elements in the concentrations listed below (or greater):
1. Arsenic 5.0 mg/l

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2. Barium 100.0 mg/l
3. Cadmium 1.0 mg/l
4. Chromium 5.0 mg/l
5. Lead 5.0 mg/l
6. Mercury 0.2 mg/l
7. Selenium 1.0 mg/l
8. Silver 5.0 mg/l

Other elements and characteristics can cause a material to be hazardous as defined in 40 CFR 261 and must be considered.

5.03 *Sediment*

- A. Soil and other debris that have eroded and have been transported by runoff water or wind.

5.04 *Solid Waste*

- A. Rubbish, debris, garbage, and other discarded solid materials resulting from industrial, commercial, and agricultural operations and from community activities.

5.05 *Rubbish*

- A. Combustible and noncombustible wastes such as paper, boxes, glass, crockery, metal, lumber, cans, and bones.

5.06 *Debris*

- A. Combustible and noncombustible wastes such as ashes and waste materials resulting from construction or maintenance and repair work, bituminous materials, leaves, and tree trimmings.

5.07 *Chemical Wastes*

- A. This includes salts, acids, alkalis, herbicides, pesticides, organic chemicals, oily waste petroleum, and spent products which serve no purpose.

5.08 *Sanitary Waste*

- A. Sewage waste characterized as domestic sanitary sewage. Garbage refuse and scraps resulting from preparation, cooking, dispensing, and consumption of food.

ARTICLE 6 – PROTECTION OF NATURAL RESOURCES

6.01 *Preserving the Natural Resources*

- A. Preserve the natural resources within the project boundaries and outside the limits of permanent work. Restore to an equivalent or improved condition upon completion of work. Confine construction activities to within the limits of the work indicated or specified.

1. Temporary Construction

- a. Remove traces of temporary construction facilities such as work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other signs of construction. Grade temporary roads, parking areas, and similar temporarily used areas to conform with surrounding contours.

2. Water Resources

- a. Prevent oily or other hazardous substances from entering the ground, drainage areas, or local bodies of water. Surround all temporary fuel oil or petroleum storage

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tanks with a temporary earth berm of sufficient size and strength to contain the contents of the tanks in the event of leakage or spillage.

3. Control and Disposal of Solid and Sanitary Wastes
 - a. Pick up solid wastes, and place in containers which are regularly emptied. Do not prepare, cook, or dispose of food on the project site. Prevent contamination of the site of other areas when handling and disposing of wastes. On completion, leave the areas clean. Control and dispose of waste.
4. Disposal of Rubbish and Debris
 - a. Dispose of rubbish and debris in accordance with the requirements specified.
5. Garbage Disposal
 - a. Place garbage in approved containers, and move to a pickup point or disposal area, where directed.

ARTICLE 7 – DUST CONTROL

7.01 *Dust Control*

- A. Keep dust down at all times, including during nonworking periods. Sprinkle or treat, with dust suppressants, the soil at the site, haul roads, and other areas disturbed by operations. All in compliance with MPCA rules for control of fugitive particulate matter.

ARTICLE 8 – CRITERIA FOR HANDLING OF HAZARDOUS WASTE AND REPORTING RELEASES

1. The Owner is considered the generator of all hazardous waste for this project. The Contractor is responsible for all costs associated with disposing of all hazardous waste.
2. Sampling and Test of Debris:
 - a. Representative samples of the debris shall be selected in accordance with the requirements of SW-846 and tested by TCLP in accordance with Appendix 11 of CFR 261. A minimum of four (4) samples per waste stream shall be taken. The contractor is responsible for all sampling and testing. The name and qualifications of the sampling and testing firms shall be provided to the Owner at least 30 days after work is completed. Results of testing will be provided to the Owner immediately upon receipt.
3. Hazardous Waste: If testing of the debris in Section 8.2 shows the waste to be hazardous, the following requirements shall apply:
 - a. Site Storage and Handling:
 - 1) The contractor shall pay strict attention to the requirement of 40 CFR 262 and 40 CFR 265 for the on-site handling of debris.
 - 2) Special attention shall be given to the time of storage, amount of material stored at any one time, use of proper containers, personnel training, and confirmation that as EPA identification number will be obtained.
 - 3) Paint debris shall not be placed on the unprotected ground and shall be shielded to prevent dispersion of the debris by wind or rain water.
 - 4) The contractor shall provide preparedness, prevention, and contingency plans (PCP) in accordance with 40 CFR 265 Sub part C and Sub Part D for the steps to be taken in the event of an unplanned release or emergency.
 - 5) Any evidence of improper storage shall be cause for immediate shutdown of the project until corrective actions are taken.

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- b. Transportation and Disposal of Debris:
 - 1) The contractor shall arrange to have the debris transported from the site in accordance with the requirements of 40 CFR 263, and disposed of properly in accordance with 40 CFR 264 and 40 CFR 268 including the necessary notifications and certifications with shipments.
 - 2) Only licensed transporters and disposal facilities shall be used.
 - 3) Signed manifests shall be returned to the Owner to verify that all steps of the handling and disposal process have been completed properly.
- 4. Clearance Testing:
 - a. The contractor shall thoroughly vacuum, wash, or otherwise decontaminate reusable items prior to removal from the project site. Items include, but are not limited to, equipment, containment materials, ground covers, scaffolding, and change and shower facilities. If adequate cleaning is not possible, the materials shall be treated as waste and tested and disposed of properly, at the contractor expense.
- 5. Reportable Releases:
 - a. All reportable releases shall be reported to the appropriate authorities and the Owner.
 - 1) Other Releases:
 - i) Any release that is in violation of any federal, state, or local regulation that is to be reported, shall be so reported in accordance with the proper regulation. The Contractor shall immediately notify the Owner of any reportable release.

ARTICLE 9 – CONTRACTOR’S WRITTEN PROGRAMS

9.01 *Detailed Written Programs*

- A. The contractor shall provide detailed written programs for each of the items below, a minimum of 30 days prior to beginning work.
 - 1. Collection of Debris Plan:
 - a. The contractor shall provide a detailed written plan for the methods to be employed for the collection of debris.
 - 2. Programs for the Protection of the ambient air, soil, and water:
 - a. The contractor shall submit the following testing and evaluation programs that will be used to confirm that the work does not violate federal, state, and local regulations.
 - 1) Ambient Air Quality:
 - i) The contractor shall submit a written program for air monitoring at the project site to confirm that fugitive dust emissions do not exceed the specified criteria.
 - 3. Worker Protection Program:
 - a. The contractor shall submit a worker protection program in accordance with 29 CFR 1926.62 as required in Paragraph 6.0, including the certified laboratories that will be used for the analysis.
 - 4. Handling, Disposal, and Analysis of Debris:
 - a. The Contractor shall provide the following:

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- 1) Sampling and Testing of Debris:
 - i) Written procedures that will be followed for the sampling and testing of debris to determine if it is hazardous waste. Debris includes, but is not limited to paints, spent abrasives, and stripper solutions.
- 2) Transportation:
 - i) Written confirmation that proper transportation of the debris will be accomplished in accordance with the requirements of 40 CFR 263, including the name of the licensed Transporters.
- 3) Disposal:
 - i) Written confirmation that the debris will be treated and disposed of in accordance with the requirements of 40 CFR 2674 and 40 CFR 268. The program shall provide assurance that the debris is handled properly from cradle to grave, provide the name of the licensed disposal facility, and include a schedule for the submittal of the completed manifests to the owner.
- 4) Clearance Testing:
 - i) The contractor shall provide written programs for the decontamination of reusable items prior to removal from the project site, or for the proper testing and disposal of the materials if decontamination is not possible or desirable.
5. Reportable Releases:
 - a. CERCLA Release:
 - 1) The Contractor shall submit a plan for reportable release in accordance with 40 CFR 300 and 40 CFR 302.
6. Safety and Health Protection:
 - a. The contractor shall submit a written program for safety and health protection plan based on the applicable requirements of 29 CFR 1926, 29 CFR 1910, OSHA, and NIOSH guidelines. This program shall include, at a minimum:
 - 1) Defined responsibilities for the person who shall document worker training in industrial hygiene and safety.
 - 2) Evidence that the program has been reviewed by an industrial hygiene and safety professional.
 - 3) Provisions of exposure monitoring.
 - 4) Details of hazardous materials compliance plans, including provisions for:
 - i) Protective clothing
 - ii) Housekeeping Activities
 - iii) Hygiene
 - iv) Medical Surveillance
 - v) Training
 - vi) Record Keeping
7. Worker and Environmental Protection:
 - a. The contractor shall submit a written program for worker and environmental protection plan for hazardous materials.

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- 1) Environmental protection plan.
 - 2) Hazardous waste material's management and disposal plan.
8. Monitoring:
- a. The contractor shall submit a written procedure specifying monitoring criteria and a resulting action plan for workers.
9. Decontamination:
- a. The contractor shall submit a written decontamination plan for workers and equipment. This plan shall include, at a minimum:
 - 1) Placement of protocol vestibules and equipment needed within the vestibule, such as vacuums, negative air, and showers.
 - 2) Establish an appropriate method of decontamination.
 - 3) Establish procedures to prevent contamination of clean areas.
 - 4) Establish emergency response procedures for accidents and/or spills.
 - 5) Establish methods to minimize direct worker contact with contaminants during removal of personal protective clothing and equipment.
 - 6) Establish procedures for disposing of contaminated clothing and related equipment that cannot be completely decontaminated.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

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

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

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

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

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

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

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

1.02 Terminology

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

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

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

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

2.02 *Copies of Documents*

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

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

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

2.05 *Acceptance of Schedules*

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

2.06 *Electronic Transmittals*

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

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

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

3.02 *Reference Standards*

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

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

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

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

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

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

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

4.02 *Starting the Work*

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

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

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

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

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

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

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

5.04 *Differing Subsurface or Physical Conditions*

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

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

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

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

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition

and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

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

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the

required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

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

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed

by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will

provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 - 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
 - 1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

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

6.06 *Receipt and Application of Property Insurance Proceeds*

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

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

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

7.02 *Supervision and Superintendence*

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

7.03 *Labor; Working Hours*

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

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or

description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an “or equal” item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
 - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor’s Expense*: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.
- C. *Engineer’s Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer’s Determination*: Neither approval nor denial of an “or-equal” request will result in any change in Contract Price. The Engineer’s denial of an “or-equal” request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor’s Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that

Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a

Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation.

Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

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

being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

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

7.10 *Taxes*

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

7.11 *Laws and Regulations*

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

changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

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

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when

Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

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

7.15 *Emergencies*

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

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
 3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

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

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

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

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is

not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

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

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

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

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

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

9.02 *Replacement of Engineer*

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

9.03 *Furnish Data*

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

9.04 *Pay When Due*

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

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

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

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

9.07 *Change Orders*

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

9.08 *Inspections, Tests, and Approvals*

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

9.09 *Limitations on Owner’s Responsibilities*

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

9.10 *Undisclosed Hazardous Environmental Condition*

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

9.11 *Evidence of Financial Arrangements*

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

9.12 *Safety Programs*

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

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

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

10.02 *Visits to Site*

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

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the

responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

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

10.05 *Determinations for Unit Price Work*

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

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

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

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of

inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

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

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

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

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

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

11.04 *Field Orders*

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

11.05 *Owner-Authorized Changes in the Work*

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

11.06 *Unauthorized Changes in the Work*

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

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

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

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

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

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

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

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

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors

acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
 - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

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

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

13.02 *Allowances*

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

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

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

14.01 *Access to Work*

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

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.

- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

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

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

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

14.07 *Owner May Correct Defective Work*

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

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

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;

- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
- 3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
- 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

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

E. *Reductions in Payment by Owner*

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

after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

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

15.03 *Substantial Completion*

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

property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

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

15.05 *Final Inspection*

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

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is

acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

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

15.08 *Correction Period*

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

Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

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

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

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

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.

- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in

connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

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

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

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

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

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

18.02 *Computation of Times*

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

18.03 *Cumulative Remedies*

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

18.04 *Limitation of Damages*

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

18.05 *No Waiver*

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

18.06 *Survival of Obligations*

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

18.07 *Controlling Law*

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

18.08 *Assignment of Contract*

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

18.09 *Successors and Assigns*

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

18.10 *Headings*

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

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SUPPLEMENTARY CONDITIONS

INTRODUCTION

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

SC 1.01 Defined Terms

Modify the definition of *Technical Data*, Paragraph 1.01.A.46 by amending the first sentence of Paragraph 1.01.A.46.b to read as follows:

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, 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.

Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

Observer – The individual or entity by with whom the Owner and Engineer is represented in the observation and construction of the Project.

Project Manual – The written documents prepared for, or made available for, procuring and construction the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing condition information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

ARTICLE 2 PRELIMINARY MATTERS

SC 2.02 Copies of Documents

Delete Paragraph 2.02.A in its entirety and replace with the following:

- A. Owner shall furnish to Contractor one printed copy 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.

SC 2.03 Before Starting Construction

Modify the beginning of the first sentence of Paragraph 2.03.A to read as follows:

Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents) and prior to the preconstruction conference, Contractor shall submit to Engineer for timely review:

Delete Paragraph 2.03.A.3 in its entirety.

SC 2.04 Preconstruction Conference; Designation of Authorized Representative

Delete Paragraph 2.04.A in its entirety and replace with the following:

- A. Before any work at the Site is started, Engineer will arrange a preconstruction conference attended by Owner, Contractor, Engineer, private utility owners, and others as appropriate 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.

SC 2.05 Acceptance of Schedules

Delete the first sentence of Paragraph 2.05.A.

Delete Paragraph 2.05.A.3 in its entirety.

SC 2.06 Electronic Transmittals

Add the following new paragraphs to Paragraph 2.06:

- D. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- E. Electronic Documents that are exchanged 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, limitation, and restrictions, set forth in the Contract Documents.
- F. 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.

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC 3.02 Reference Standards

Add the following new paragraph immediately after Paragraph 3.02.A:

- B. The Work shall be performed in accordance with:
 - 1. the Project Manual;
 - 2. the Project Plans;
 - 3. the City of North Branch General Specification and Standard Detail Plates for Street and Utility Construction, dated February 2025;
 - 4. the 2020 Edition of the Minnesota Department of Transportation (MnDOT) Standard Specifications for Construction; and
 - 5. the 2023 Edition of the City Engineers Association of Minnesota (CEAM) Standard Specifications.

ARTICLE 4 COMMENCEMENT AND PROGRESS OF THE WORK

SC 4.04 Progress Schedule

Amend the first sentence of Paragraph 4.04.A to read as follows:

Contractor shall adhere to the Progress Schedule submitted in accordance with Paragraph 2.03 as it may be adjusted from time to time as provided below.

Amend the first sentence of Paragraph 4.04.A.1 to read as follows:

1. Contractor shall submit to Engineer for acceptance proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

ARTICLE 5 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC 5.01 Availability of Lands

Add the following language at the end of Paragraph 5.01.A:

If the Contractor believes that there has been delay by Owner in furnishing land, right-of-way, or easements, Contractor's sole remedy shall be an extension of Contract Time, for which the Contractor may make a claim therefore as provided in Article 12.

SC 5.03 Subsurface and Physical Conditions

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, and the drawings of existing physical conditions, at or adjacent to the Site that contain Technical Data.

Technical Data upon which Contractor may rely is specifically identified.

Report/Drawing Title	Date of Report/Drawing	Technical Data

- F. Copies of reports and drawings identified in SC 5.03.E are included with the Bidding Documents only for reference, and are not part of the Contract Documents.
- G. Under no circumstances may Contractor rely upon the data contained in reports of explorations or tests, regarding the amounts, elevations, or locations of subsurface groundwater.

SC 5.06 Hazardous Environmental Conditions at Site

Delete Paragraph 5.06.A in its entirety and replace with the following:

- A. *Reports and Drawings:* There are no reports or drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site.

ARTICLE 6 BONDS AND INSURANCE

SC 6.01 Performance, Payment and Other Bonds

Add the following new paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C 610, Performance Bond, or as acceptable to the Owner.
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C 615, Payment Bond, or as acceptable to the Owner.

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 two years after the date of Notice of Acceptability of Work.
2. After the Owner formally accepts the project and the Notice of Acceptability of Work is issued, Contractor shall furnish a maintenance bond in a bond amount of **100** percent of the final Contract Price. The maintenance bond period will extend to a date two years after the date of Notice of Acceptability of Work. Contractor shall deliver the fully executed maintenance bond no later than 10 days after the date of Notice of Acceptability of Work.
3. The maintenance bond must be issued by the same surety that issues the performance bond required under Paragraph 6.01.A of the General Conditions.

SC 6.03 Contractor's Insurance

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

- D. *Other Additional Insureds:* As a supplement to the provision of Paragraph 6.03.C of the General Conditions, the required policies, including but not limited to the commercial general liability, automobile liability, umbrella or excess policies, must include as additional insureds the following:
 1. City of North Branch (Owner)
 2. WSB & Associates, Inc. d/b/a WSB (Engineer)
- E. *Workers' Compensation and Employer's Liability:* Contractor must purchase and maintain workers' compensation and employer's liability insurance in accordance with the Minnesota statutory requirements and must include the following:
 1. Part 2, Employer's Liability including Stop Gap Liability for monopolistic states;
 2. Coverage C: All States Coverage;
 3. Waiver of subrogation in favor of the Owner; and
 4. If applicable, USL&H, Maritime, Voluntary, and Foreign Coverage.

The Contractor must also require Subcontractors to provide workers' compensation insurance in accordance with the requirements above.

If the Contractor is self-insured for its obligation under the Worker's Compensation Statute in the jurisdiction where the Project is located, the Contractor must provide the Owner with a Certification of the Authority to Self-Insure.

Worker's Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	\$2,000,000
Each employee	\$2,000,000
Policy limit	\$2,000,000

- F. *Commercial General Liability – Claims Covered:* Contractor must provide and maintain commercial general liability insurance to cover claims arising from operations under the Contract, whether such operations are by the Contractor, subcontractor, lower-tier subcontractor or by anyone directly or indirectly employed under the Contract.
- G. *Commercial General Liability – Form and Content:* Contractor's commercial liability policy must include the following types of coverage:
1. Premises and Operations Bodily Injury and Property Damage
 2. Personal and Advertising Injury
 3. Products and Completed Operations Liability
 - 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.
 4. Contractual Liability as provided in ISO form CG 00 01 12 04 13 or its equivalent
 5. Pollution exclusion with standard exception as per ISO Commercial General Liability Coverage Form – CG 00 01 12 04 13 or equivalent
 6. Independent Contractors – Let or Sublet Work
 7. Waiver of subrogation in favor of the Owner
 8. Owner names as an Additional Insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible, for both ongoing and completed operations
 9. Coverage under the General Liability Policy(ies) of the Contractor will be as broadly construed for the Owner as is available to the Contractor.

Contractor agrees its coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).

- H. *Commercial General Liability – Excluded Content:* The commercial general liability insurance policy, including its coverages, will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU).
- I. *Commercial General Liability – Minimum Policy Limits:* The liability limits specified below are the minimum limits required, and any and all additional limits provided to the Contractor will be available on an excess, umbrella, or other basis to the additional insured for any and all covered claims.

Commercial General Liability	Policy limits of not less than:
Per Occurrence	\$2,000,000
Annual aggregate applying per Project or location	\$2,000,000
Annual aggregate applying to Products and Completed Operations	\$2,000,000
Fire damage (any one fire)	\$50,000
Medical expense (any one person per occurrence)	\$5,000

- J. *Automobile Liability*: Contractor must provide and maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired motor vehicles. A waiver of subrogation in favor of the Owner must also be included.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$2,000,000
Each Accident	\$2,000,000
Property Damage	
Each Accident	\$2,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage) per occurrence	\$2,000,000

- K. *Aircraft Liability Insurance*: If the Contractor uses aircraft (including "Unmanned Aerial Vehicles") to perform the Work, then the Contractor must provide Aviation (aircraft) insurance protecting it from claims for bodily injury and property damage whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed under the Contract. The insurance must cover the Contractor and its employees as well as the Owner and the Owner's employees as additional insured.

Aircraft Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage) per occurrence	\$2,000,000

- 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, automobile liability, and aircraft 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.
- M. *Contractor's Pollution Liability Insurance*: Contractor is not required to provide Pollution Liability Insurance under this Contract.
- 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	N/A
Annual Aggregate	N/A

SC 6.04 Builder's Risk and Other Property Insurance

Delete Paragraph 6.04.A and insert the following in its place:

- A. *Builder's Risk:* Contractor is not required to purchase and maintain builder's risk insurance under this Contract. However, any damage or loss to property shall be the sole responsibility of the Contractor until final acceptance of the Work.

Supplement Paragraph 6.04 of the General Conditions with the following provision:

- F. *Builder's Risk and Other Property Insurance Deductibles:* The purchaser of any required builder's risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

ARTICLE 7 CONTRACTOR'S RESPONSIBILITIES

SC 7.07 Concerning Subcontractors and Suppliers

Add the following new paragraph to Paragraph 7.07:

- N. In accordance with MINN. STAT. 471.425, Contractor shall pay any subcontractor within 10 days of the Contractor's receipt of payment from the Owner.

SC 7.16 Submittals

Amend Paragraph 7.16.B.1.a to read as follows:

Contractor shall submit as a minimum, one electronic copy or as required in the Specifications.

Add the following new paragraph immediately after Paragraph 7.16.B.1.b:

- a. Detailed, dimensioned manufacturer's drawings shall be submitted for all materials, apparatus and machinery, and for such fittings and devices as the Engineer may direct, including but not limited to: manhole/catch basin structures, castings, sewer pipe, watermain, lift stations, and waterworks brass.

Amend Paragraph 7.16.B.3 by striking out the following words:

and approval

Amend the second sentence of Paragraph 7.16.C.1 by striking out the following words:

and approval

Amend Paragraph 7.16.C.2 by striking out the following words:

and approval

Amend Paragraph 7.16.C.3 to read as follows:

Engineer's review of a separate item as such will not indicate acceptance of the assembly in which the item functions.

Amend the first sentence of Paragraph 7.16.C.4 by striking out the following words:

and approval

Amend Paragraph 7.16.C.5 by striking out the following words:

and approval

Amend Paragraph 7.16.C.6 by striking out the following words:

and approval

Amend Paragraph 7.16.C.7 to read as follows:

Neither Engineer's receipt, review or acceptance of a Shop Drawing or Sample will result in such item becoming a Contract Document.

Amend Paragraph 7.16.C.8 to read as follows:

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

Amend the first sentence of Paragraph 7.16.D.1 by striking out the following words:

and approval

Amend the first sentence of Paragraph 7.16.D.2 to read as follows:

Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required acceptance of an item with no more than two resubmittals.

Amend Paragraph 7.16.D.3 to read as follows:

If Contractor requests a change of a previously accepted 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.

SC 7.17 Contractor's General Warranty and Guarantee

Amend Paragraph 7.17.D.5 by striking out the following words:

and approval

ARTICLE 8 OTHER WORK AT THE SITE

SC 8.01 Other Work

Add the following language at the end of Paragraph 8.01.C:

Contractor shall cooperate with all parties to facilitate the prompt completion of all contracts for work at or adjacent to the Site.

SC 8.02 Coordination

Add the following new paragraphs immediately following paragraph 8.02.B:

- C. Contractor is hereby advised that the following work may be performed at or adjacent to the Site by others during the Contract Time:
 - 1. The individual lot owners or their agents may be site grading and/or constructing buildings on the lots adjacent to the proposed streets.
 - 2. Private utility companies may be installing and/or relocating underground facilities.

SC 8.03 Legal Relationships

Add the following sub-paragraph to Paragraph 8.03.B:

3. If Owner performs work for the Contractor, the Contractor must pay Owner for such work with no deduction in Contract amount.

ARTICLE 10 ENGINEER'S STATUS DURING CONSTRUCTION

SC 10.02 Visits to Site

Add the following new paragraph immediately following paragraph 10.02.B:

- C. Throughout the construction phase, regular weekly meetings will be held by the Engineer on site to review progress and to discuss items necessary for an orderly completion of the project. This weekly construction meeting shall include the Owner, Engineer, and Contractor. Contractor's representative must be able to make decisions for the Contractor pertaining to the project. All project conflicts shall be brought to these meetings, including requests for additional payment. Meeting minutes will be provided to all participants as a record of the meeting.

SC 10.03 Resident Project Representative

Add the following new subparagraph immediately after Paragraph 10.03.A:

1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative. Rather, the Engineer will furnish an Observer to represent both the Owner and the Engineer at the Site and to assist Engineer in observing the progress and quality of the Work.

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

- C. The Observer's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. Observer's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The Observer 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 Observer, and if required to do so by such safety programs, receive safety training specifically related to Observer's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.

- c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
- 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
- 6. *Payment Requests*: Review Applications for Payment with Contractor.
- 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The Observer 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.

SC 10.07 Limitations on Engineer's Authority and Responsibilities

Add the following new sub-paragraph to paragraph 10.07.A:

- 1. Insofar as the subject matter of any pertinent claim, dispute, or other matter falls within the realm of the technical expertise of Engineer, Engineer shall not render any decision on any claims, disputes, or other matters the subject matter of which, at Engineer's sole discretion, requires legal, rather than technical interpretation.

Add the following new paragraph immediately following paragraph 10.07.E:

- F. Paragraph 10.07 pertains to the Engineer's responsibilities to the Contractor and its subcontractors, suppliers, and other agents. Nothing in this paragraph shall be construed to limit the Engineer's responsibilities to the Owner, if any, under the Engineer's contract with the Owner.

ARTICLE 11 CHANGES TO THE CONTRACT

SC 11.06 Unauthorized Changes in the Work

Add the following new paragraphs immediately following paragraph 11.06.A:

- B. Except as specifically authorized in writing by the Engineer at the time additional work is done beyond the original scope of the Contract Documents, the Contractor shall make no claims for additional compensation. The Contractor's plea of ignorance of foreseeable conditions which will create difficulties or hindrances in the execution of the Work will not be acceptable

to the Owner as an excuse for any failure of the Contractor to fulfill the requirements of the Contract Documents, and shall not be a basis for the Contractor's claim for additional compensation.

- C. Any discrepancies in or conflicts between the items described in these Contract Documents must be submitted in writing to the Engineer for adjustment prior to proceeding with the Work as any claims for additional compensation to achieve compliance with the requirements of those items will not be allowed or considered.

SC 11.09 Change Proposals

Delete paragraph 11.09.B in its entirety, and replace with the following:

- B. *Change Proposal Procedures:* All Change Proposal procedures shall follow the requirements of MnDOT 1403, Notification for Contract Revisions.

ARTICLE 12 CLAIMS

SC 12.01 Claims

Amend the first sentence of paragraph 12.01.B to read as follows:

The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 10 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 10 days of the decision under appeal.

ARTICLE 13 COST OF WORK; ALLOWANCES, UNIT PRICE WORK

SC 13.03 Unit Price Work

Delete Paragraph 13.03.E in its entirety.

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

SC 14.02 Tests, Inspections, and Approvals

Add the following sub-paragraphs to paragraph 14.02.A:

1. The Contractor shall provide a minimum 48-hour notice to the Observer for any testing that must be observed or accomplished by someone other than the Contractor's personnel. All final tests and inspections shall be performed in the presence of the Observer.
2. Signed copies of all reports on tests shall be sent at once to the Owner, Engineer, and Contractor.
3. Inspection and testing shall in no way relieve the Contractor or supplier from the responsibility of furnishing materials and workmanship in accordance with the Contract Documents.

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

SC 15.01 Progress Payments

Amend paragraph 15.01.A to read as follows:

Basis for Progress Payments: The Contractor's Bid Unit Prices 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.

Delete paragraph 15.01.D and insert the following:

D. *Payment Becomes Due*

1. Thirty 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, unless extenuating circumstances exist which would preclude such payment by Owner to Contractor. If such extenuating circumstances exist, then payment shall be made within 45 days after Owner received the Application for Payment.
2. Contractor's acceptance of partial payment constitutes a certification by the Contractor that the Work covered by the partial payment meets the Contract requirements.
3. Contractor must promptly notify the Owner if the Contractor receives an underpayment or overpayment for the Work. The Contractor must refund the Owner any overpayment in response to a request for refund of overpayment within 30 days of the Owner's request. If the Contractor fails to refund overpayment, the Owner may deduct the amount of overpayment from any moneys due or becoming due to the Contractor.

SC 15.03 Substantial Completion

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.

SC 15.05 Final Inspection

Add the following language at the end of the second sentence of Paragraph 15.05.A:

If, after such measures are taken, subsequent inspections by the Engineer reveal that any of the previously identified construction items remain incomplete or defective, the Engineer will again notify the Contractor in writing of the remaining construction items. All costs associated with any subsequent inspections in which said remaining particulars are revealed, will be documented by the Engineer and paid by the Contractor to the Owner.

SC 15.06 Final Payment

Add the following new sub-paragraphs to Paragraph 15.06.A:

4. Before final application for payment is made for the Work, the Contractor must make satisfactory showing of compliance with MINN. STAT. 290.92, which requires the withholding of state income taxes for wages paid to employees on this project. Receipt by the Engineer of a certificate of Compliance from the Commissioner of Taxation to the Owner will satisfy this requirement. The Contractor is advised that before such certificate can be issued, the Contractor must first place on file with the Commissioner of Taxation an affidavit that the Contractor has complied with the provisions of MINN. STAT. 290.92. The required affidavit form will be supplied by the Commissioner of Taxation, Centennial Building, St. Paul, Minnesota, on request.
5. Final payment will not be made until the Contractor has filed with the Engineer evidence in the form of an affidavit or such other evidence as may be required that all claims against the Contractor by reason of the Contract have been fully paid or satisfactorily secured. This shall

be in the form of IC134 forms, paid-in-full final lien waivers from the Contractor, subcontractors, and major suppliers, and a Consent of Surety. Such evidence shall precede or accompany the final application for payment. If evidence is not furnished, the Owner may retain out of any monies due said Contractor sums sufficient to cover all lienable claims unpaid.

SC 15.08 Correction Period

Add the following new paragraphs to Paragraph 15.08:

- 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.
- H. With regard to any surface concrete work, including but not limited to sidewalks, curb, gutter, and driveway aprons within the project area, the Contractor shall assume full responsibility for any warranty work unless written approval is provided by the Owner releasing the Contractor for the responsibility for damages. The intent of this provision is to release the Contractor from accepting monetary losses for destruction of surface concrete work due to damages and circumstances beyond control of the Contractor. At no point during the two-year correction period shall this relieve the Contractor's responsibility for correction of the defective work as states above, or as caused by poor construction and defective materials on surface concrete work within the project area. The Owner or engineer shall make the final determination of what work is defective within the project area at any point within the two-year correction period.

ARTICLE 17 FINAL RESOLUTION OF DISPUTES

SC 17.02 Mediation

Add the following new paragraph to Article 17:

17.02 *Mediation*

- A. To resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Contractor and the Engineer agree that all disputes between them arising out of or relating to this agreement shall be resolved, if possible, at the lowest possible staff level. If the individuals with full settlement authority for the Contractor and the Engineer are unable to achieve a resolution, the dispute shall be submitted to non-binding mediation.
- B. The rights and remedies available to the Contractor shall be limited to breach of Contract, and no other cause of action, including, without limitation, negligence, misrepresentation or other tort theory. The Owner or Contractor may assert any such breach of contract claim in any court of competent jurisdiction. Neither the Owner nor the Contractor shall be entitled to a jury trial in any such action.
- C. The rights and remedies to the Owner hereunder shall be in addition to and shall not be constructed in any way as a limitation of any rights and remedies available to the Owner, which is otherwise available by law or contract, by special warranty or guarantee, or by other provision of the Contract Documents.
- D. The provision of Paragraph 17.02 shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it may apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment, termination, or completion of this agreement.

- E. No waiver or failure to enforce any part of provision of the Contract Documents, including but not limited to the change order process, shall be deemed to be waiver by the Owner of any subsequent default or breach of the same or any other part of provision contained herein, or right to enforce the same or any other part or provision contained herein.

CONTRACT AGREEMENT

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CONTRACT AGREEMENT

ARTICLE 1 – FORM OF AGREEMENT

THIS AGREEMENT, made and signed this _____ day of _____, 2026 by and between City of North Branch hereinafter called the Owner, and _____ hereinafter called the "Contractor."

THIS AGREEMENT WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter stated, agreed as follows:

Article 1.1 – The Contractor hereby covenants and agrees to perform and execute all the provisions of the Contract Documents as prepared by KLM Engineering, Inc., of Woodbury, Minnesota, and indicated below under Article 1.4, as provided by the Owner for Cleaning, Repairing, & Painting the 500,000-Gallon Elevated Reservoir; Tower Number Three and to do everything required by this Agreement and the Contract Documents.

Article 1.2 – The Contractor agrees that the work contemplated by KLM Project Number 2071-25; Owner's Project Number R-032787-000 shall be:

Started on June 29, 2026, and be completed by September 5, 2026 (70 calendar days), otherwise liquidated damages will be deducted as specified in the Contract Documents.

Article 1.3 – The Owner agrees to pay and the Contractor agrees to receive and accept payment in accordance with the lump sum and unit price bid amounts set forth in the Proposal Form and Contract Documents as prepared by the Engineer, and indicated below under Article 1.4 as approved by the Owner for conformed copy of the Proposal Form hereto attached, which prices shall conform to those in the accepted Contractors proposal on file in the office of _____ the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be \$ _____.

Monthly and final payments shall be made as provided for in the Project Requirements Section of the Contract Documents.

Article 1.4 – The Contract Documents shall consist of the following component parts:

- | | |
|-----------------------------|---|
| A. Advertisement For Bids | H. Project Requirements |
| B. Instructions to Bidders | I. Technical Specifications |
| C. Proposal | J. Performance and Payment Bonds |
| D. Bid Bond | K. This Agreement |
| E. General Conditions | L. Numbered Addenda Issued to the Foregoing |
| F. Supplementary Conditions | |
| G. Environmental Standards | |

This agreement, together with the documents herein above mentioned, form the Contract, and all documents are as fully a part of the Contract as if attached hereto or herein repeated. In Witness Whereof, the parties to this agreement have hereunto set their hands and seals as of the day and year first above written.

	_____ Owner	_____ Contractor
(SEAL)	By _____ Title	By _____ Title
	By _____ Title	By _____ Title
In Presence of:	_____	_____
Attest:	_____	_____

CONTRACT AGREEMENT

CERTIFICATE OF ACKNOWLEDGMENT

(For use where Contractor is individual or partnership)

State of _____)
County of _____) SS.

On this _____ day of _____, 2026, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed of the individual or of the partnership.

(Notary Seal)

Notary Public

CERTIFICATE OF ACKNOWLEDGMENT

(For use where Contractor is a corporation)

State of _____)
County of _____) SS.

On this _____ day of _____, 2026, before me appeared _____ and _____, to me personally known, who being by me duly sworn, each did say that they are respectively the _____ of _____, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of the corporation by authority of its Board of Directors and said _____ and _____ acknowledged the instrument to be the free act and deed of the corporation.

(Notary Seal)

Notary Public

CONTRACT AGREEMENT

ARTICLE 2 – PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____
as Principal (hereinafter called Contractor) and, _____
as Surety (hereinafter called Surety) are held and firmly bound unto City of North Branch
as Owner (hereinafter called Owner) in the amount of _____
dollars (\$ _____), for the payment whereof Contractor and Surety bind themselves, their
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2026, entered into a
contract with the Owner for construction of Cleaning, Repairing, & Painting the 500,000-Gallon Elevated
Reservoir; Tower Number Three in accordance with the Contract Documents prepared by the Engineer,

KLM Engineering, Inc., which contract is by reference made a part hereof, and is hereinafter referred to as
the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly
and faithfully perform said Contract in conformance with the Contract Documents, and all guaranty,
indemnity, and warranty obligations specified therein, and shall promptly and faithfully remedy and breach
of its obligation under the Contract Documents discovered within the time limits set by statute for
commencement of actions, and shall pay any damages for unexcused late completion, then this obligation
shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration, changes or extension of time made by the Owner.

Whenever the Contractor shall be, and declared by the Owner to be, in default under the Contract, the
Surety may promptly remedy the default or shall promptly:

- A. Complete the Contract in accordance with its terms and conditions, or if appropriate,
- B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions,
and upon determination by the Owner and the Surety jointly of the lowest responsible bidder,
arrange for contract between such bidder and Surety, and make available as work progresses
(even though there shall be a default or succession of defaults under the contract or contracts
of completion arranged under this paragraph) sufficient funds to pay the cost of completion
and other costs and damages for which the Surety may be liable hereunder, but not exceeding
the amount set forth in this Contract hereof less the balance of the contract price. The term
“Balance of the contract price,” as used in this paragraph shall mean the total amount payable
by the Owner to Contractor under the Contract and any amendments thereto, less the amount
paid by the Owner to Contractor, or if appropriate,
- C. Promptly pay such sums to the Owner as the Owner may be entitled from the Contractor under
the Contract Documents, or for breach thereof, but not exceeding the amount set forth in this
Contract hereof.

The Surety agrees to be bound by any award granted to the Owner against the Contractor in arbitration or
judicial proceedings commenced pursuant to the Contract Documents.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the
Owner named herein or the successors of the Owner.

CONTRACT AGREEMENT

Signed and sealed this _____ day of _____, 2026.

Witness

Contractor

Witness

By _____
Signature

(Typed or printed name of signer)

Title _____

Notary Public

By _____
Signature

(Typed or printed name of signer)

(Notary Seal)

Title _____

(If the Contractor is partnership or joint venture, all partners or co-ventures must execute this bond.)

Surety

Address

Phone No.

Witness

By _____
Signature

(Typed or printed name of signer)

Title _____

(Local address & telephone no.)

(The attorney-in-fact shall attach hereto a copy of his/her power of attorney or other document which authorized him/her to act on behalf of and to bind the surety.)

CONTRACT AGREEMENT

CERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL

(For use where Contractor is individual or partnership)

State of _____)
County of _____) SS.

On this _____ day of _____, 2026, before me personally appeared _____, to me known to be the person described in and who executed the foregoing bond and acknowledged that he/she executed the same as his/her free act and deed of the individual or of the partnership.

Notary Public

(Notary Seal)

CERTIFICATE OF ACKNOWLEDGMENT

(For use where Contractor is a corporation)

State of _____)
County of _____) SS.

On this _____ day of _____, 2026, before me personally appeared _____ and _____, to me personally known who, being by me duly sworn, did say that they are respectively the _____ and _____, of _____ that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of the corporation by authority of its Board of Directors, and said _____ and _____ acknowledged the instrument to be the free act and deed of said corporation.

Notary Public

(Notary Seal)

Full Name of Surety Company

Home Office Address

Full Name of Surety Co.

Name of Local Agency

Address of Local Agency

If this bond is executed outside of the State of Minnesota, it must be countersigned on the Performance Bond by a Minnesota resident agent of the Surety Company.

Name of Agent Affixing Countersignature

Address

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate Surety.

CONTRACT AGREEMENT

ARTICLE 3 – LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That _____
as Principal (hereinafter called Contractor) and, _____
as Surety (hereinafter called Surety) are held and firmly bound unto City of North Branch
as Owner (hereinafter called Owner) in the amount of _____ dollars
(\$_____), for the payment whereof Contractor and Surety bind themselves, their heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____, 2026, entered into a
contract with the Owner for construction of Cleaning, Repairing, & Painting the 500,000-Gallon Elevated
Reservoir; Tower Number Three in accordance with the Contract Documents prepared by the Engineer,
KLM Engineering, Inc., which contract is by reference made a part hereof, and is hereinafter referred to as
the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly
make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required
for use in the performance of the Contract and shall keep the Project free and clear of all liens as provided
in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject,
however, to the following conditions:

- A. Claimant is defined as one permitted by applicable law to file a Public Contractor's Bond claim for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include without limitation that part of water, gas, power, light, heat, oil, gasoline, telephone service, rental of equipment, insurance premiums, taxes, and any items for which a claim or lien may be filed against the Owner under the applicable law.
- B. The above-named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:
 - 1. Unless claimant shall have filed a public contractor bond claim in the form and within the time provided under applicable law, or
 - 2. After expiration of time for enforcement of a public Contractors bond claim by legal action.
- D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.
- E. The Contractor and Surety shall keep the Project free and clear of liens and shall promptly remove any and all liens filed against the Project by claimants.
- F. The Owner's right of action on this bond, or for the breach thereof, shall not be limited by the conditions set forth in paragraphs A through E above.

CONTRACT AGREEMENT

Witness

Witness

Notary Public

(Notary Seal)

Contractor

By _____
Signature

(Typed or printed name of signer)

Title _____

By _____
Signature

(Typed or printed name of signer)

Title _____

(If the contractor is a partnership or joint venture, all partners or co-ventures must execute this bond.)

Surety

Address

Phone No.

By _____
Signature

(Typed or printed name of signer)

Title

(Local address & Telephone No)

(The attorney-in-fact shall attach hereto a copy of his/her power of attorney or other document which authorizes him/her to act on behalf of and to bind the surety.)

CONTRACT AGREEMENT

CERTIFICATE OF ACKNOWLEDGMENT BY PRINCIPAL

(For use where Contractor is individual or partnership)

State of _____)
County of _____) SS.

On this _____ day of _____, 2026, before me personally appeared _____, to me known to be the person described in and who executed the foregoing bond and acknowledged that he/she executed the same as his/her free act and deed of the individual or of the partnership.

Notary Public

(Notary Seal)

CERTIFICATE OF ACKNOWLEDGMENT

(For use where Contractor is a corporation)

State of _____)
County of _____) SS.

On this _____ day of _____, 2026, before me personally appeared _____ and _____, to me personally known who, being by me duly sworn, did say that they are respectively the _____ and _____, of _____ that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of the corporation by authority of its Board of Directors, and said _____ and _____ acknowledged the instrument to be the free act and deed of said corporation.

Notary Public

(Notary Seal)

Full Name of Surety Company

Home Office Address

Full Name of Surety Co.

Name of Local Agency

Address of Local Agency

If this bond is executed outside of the State of Minnesota, it must be countersigned on the Performance Bond by a Minnesota resident agent of the Surety Company.

Name of Agent Affixing Countersignature

Address

MEMORANDUM: Affix here Power of Attorney and Acknowledgment of Corporate Surety.

APPENDIX A

PHOTOGRAPHS

TAKEN IN 2020
UNLESS OTHERWISE NOTED



Photo No. 1
Overall view of the tower



Photo No. 2
Upper interior wet ladder, drywell tube, and roof



Photo No. 3
Bent tab between collar and drywell tube



Photo No. 4
Top of the drywell tube with mixer cable penetration

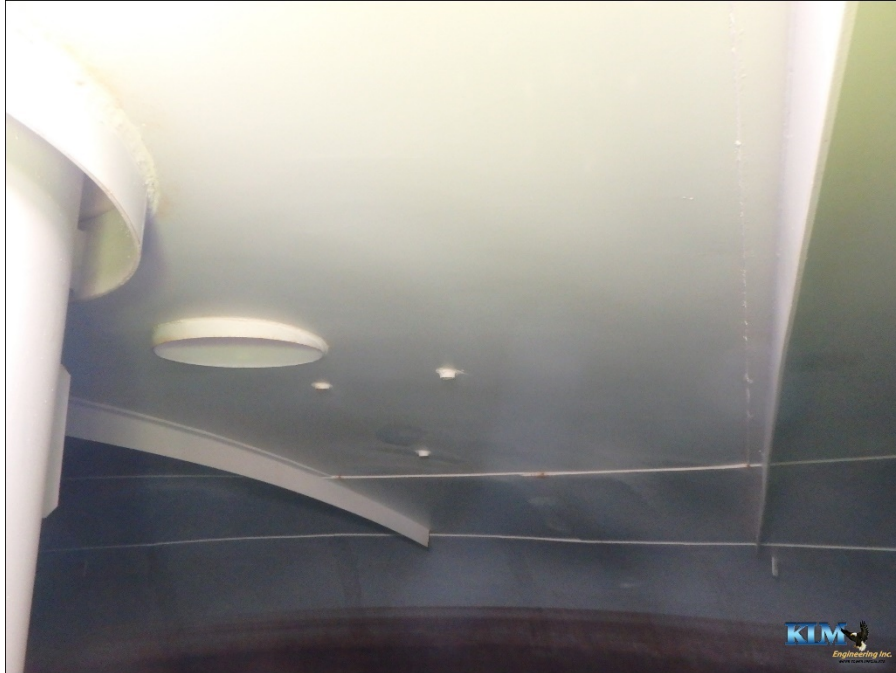


Photo No. 5
Condition of the roof



Photo No. 6
Condition of the roof



Photo No. 7
Condition of the roof

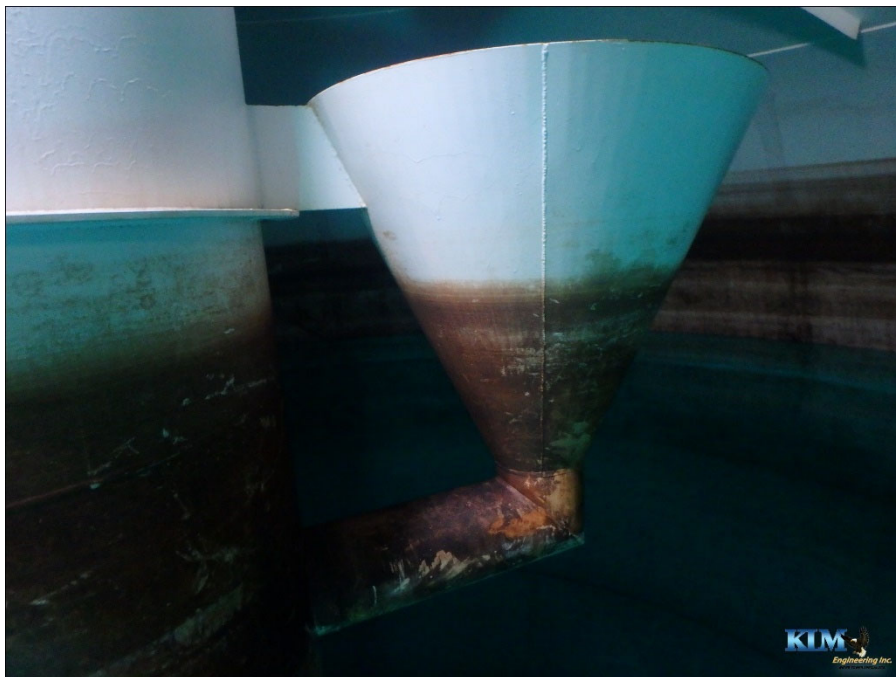


Photo No. 8
Overflow weir cone



Photo No. 9
Broken connection bracket to mixer mount



Photo No. 10
Bent ladder rungs with corrosion on the drywell tube



Photo No. 11
Drywell tube, ladder, and mixer



Photo No. 12
View of the shell



Photo No. 13
View of the shell



Photo No. 14
Condition of the upper bowl



Photo No. 15
View of the bowl



Photo No. 16
Access manways in the drywell tube and bowl



Photo No. 17
Fill pipe



Photo No. 18
Bent ladder rungs



Photo No. 19
Fallen mixer and mount in bottom of the bowl



Photo No. 20
Bowl conditions



Photo No. 21
View looking down the drywell tube
Cable and electrical for mixer visible



Photo No. 22
Angled pipe holder on drywell tube



Photo No. 23
View inside the drywell tube looking up



Photo No. 24
View at bottom of drywell tube looking up
Manway visible



Photo No. 25
Bowl manway, overflow pipe, and fill pipe



Photo No. 26
Bowl drain valve



Photo No. 27
Fill pipe connection to bowl



Photo No. 28
Painter's hatch



Photo No. 29
Condition of the top landing



Photo No. 30
View of the pedestal and intermediate landing



Photo No. 31
Condition of the pedestal and intermediate landing



Photo No. 32
View of the pedestal and bottom landing



Photo No. 33
Condition of the pedestal and bottom landing



Photo No. 34
View of base cone and ladder



Photo No. 35
View of tower base



Photo No. 36
Condition of the base cone



Photo No. 37
Overflow pipe with check valve



Photo No. 38
Condition of the base cone



Photo No. 39
Gauge and fill pipe



Photo No. 40
Valve pit access



Photo No. 41
Overall view of the piping in the valve pit



Photo No. 42
Fill pipe in the valve pit



Photo No. 43
Overall view of the roof



Photo No. 44
Top of the drywell tube, final vent, and handrail



Photo No. 45
Condition of the roof and handrail



Photo No. 46
Condition of the roof and handrail



Photo No. 47
View of roof
Taken in 2026



Photo No. 48
View of roof
Taken in 2026



Photo No. 49
View of roof
Taken in 2026



Photo No. 50
Water compartment and lettering



Photo No. 51
View of the bowl



Photo No. 52
View of the pedestal



Photo No. 53
View of the base cone



Photo No. 54
View of the base cone



Photo No. 55
View of the base cone



Photo No. 56
Tower base plate and foundation



Photo No. 57
Tower base plate and foundation



Photo No. 58
Base cone, overflow pipe outlet, and splash pad

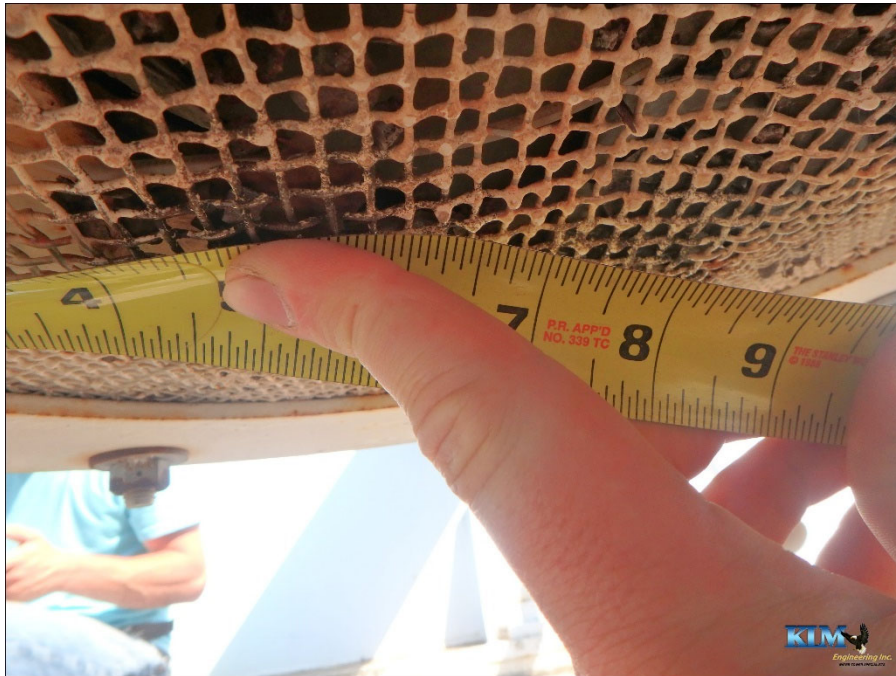


Photo No. 59
Condition of the overflow pipe screen

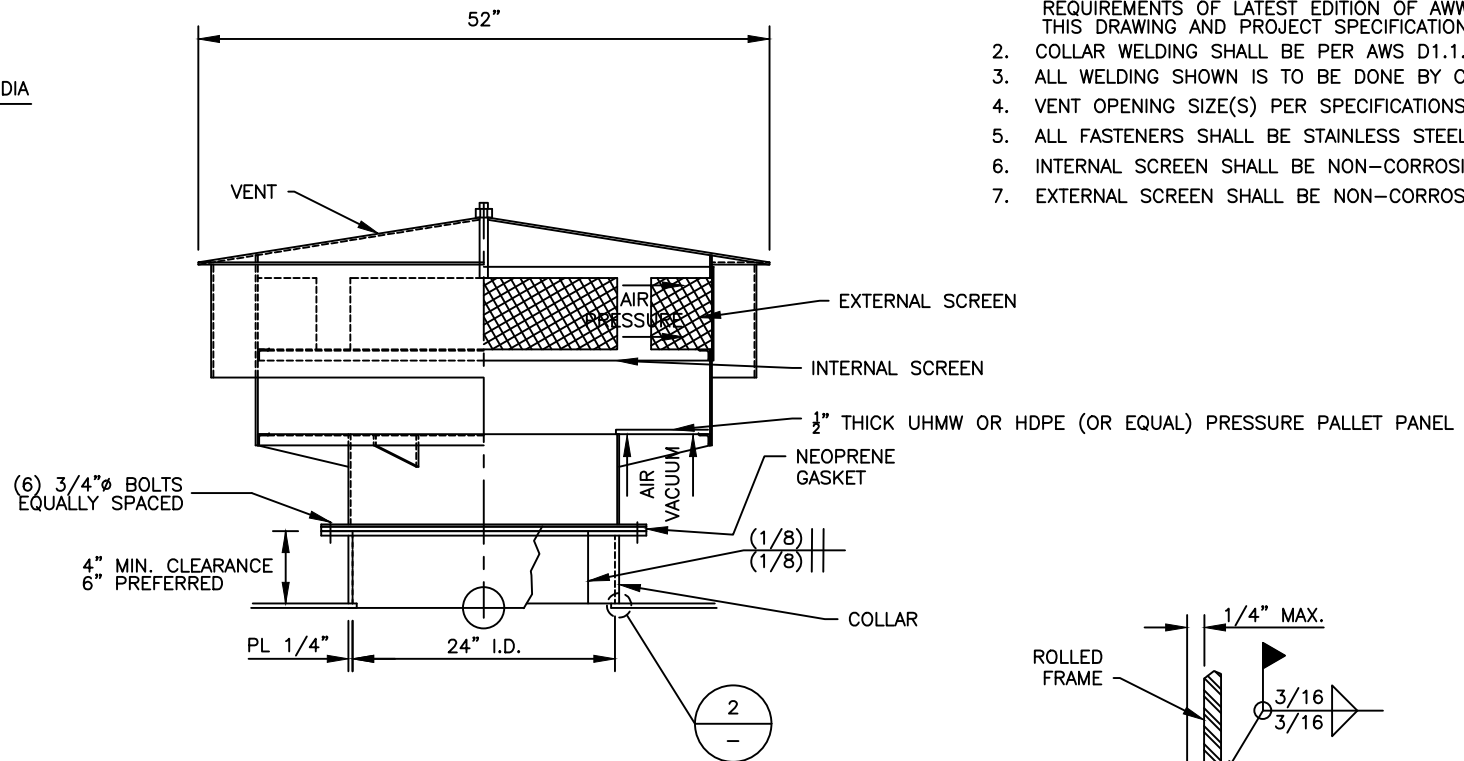


Photo No. 60
Site conditions

APPENDIX B

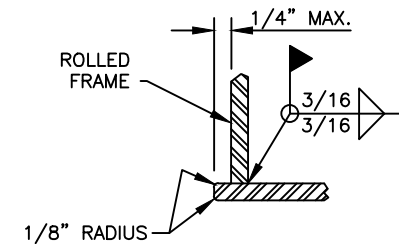
DRAWINGS

VENT SIZE	COVER DIA
36	78
30	65
24	52
20	43
18	39
16	35
12	26



1
—
ELEVATION

- NOTES:**
1. VENT MATERIAL SHALL BE ALUMINUM AND FABRICATED PER FABRICATORS OPTION BUT MUST MEET REQUIREMENTS OF LATEST EDITION OF AWWA, THIS DRAWING AND PROJECT SPECIFICATION.
 2. COLLAR WELDING SHALL BE PER AWS D1.1.
 3. ALL WELDING SHOWN IS TO BE DONE BY CONTRACTOR.
 4. VENT OPENING SIZE(S) PER SPECIFICATIONS, 24" SHOWN.
 5. ALL FASTENERS SHALL BE STAINLESS STEEL.
 6. INTERNAL SCREEN SHALL BE NON-CORROSIVE #24 MESH.
 7. EXTERNAL SCREEN SHALL BE NON-CORROSIVE #4 MESH.

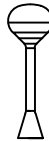


2
—
DETAIL-OPTION



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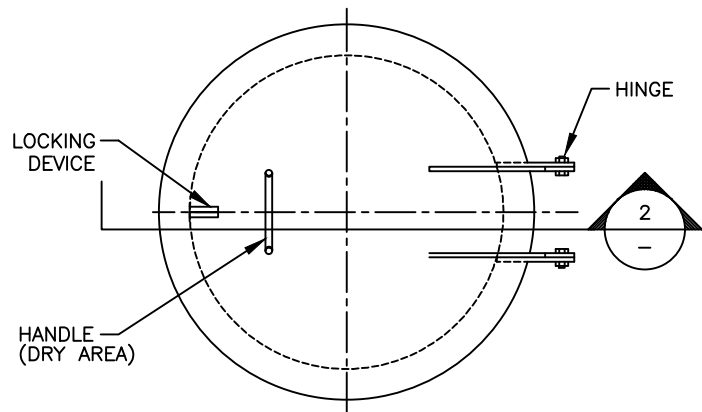
ALUMINUM

PRESSURE PALLET FINAL VENT

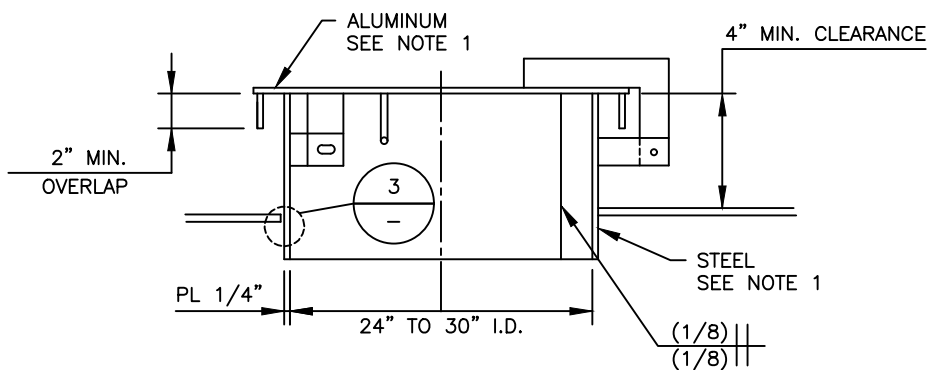
DATE
JANUARY 2022

KLM DRAWING NO.

8a

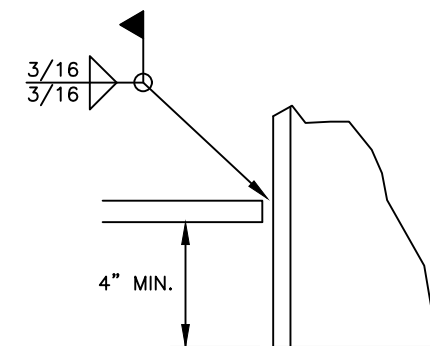


1
—
PLAN



2
—
SECTION

- NOTES:
1. THE LID SHALL BE FABRICATED FROM ALUMINUM. THE OTHER COMPONENTS SHALL BE A36 STEEL. THE DESIGN SHALL MEET THE LATEST EDITION OF AWWA.
 2. ALL WELDING PER AWS D1.1 LATEST EDITION.
 3. ALL WELDING SHOWN BY CONTRACTOR.



3
—
DETAIL

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ALUMINUM DRYWELL TUBE LID

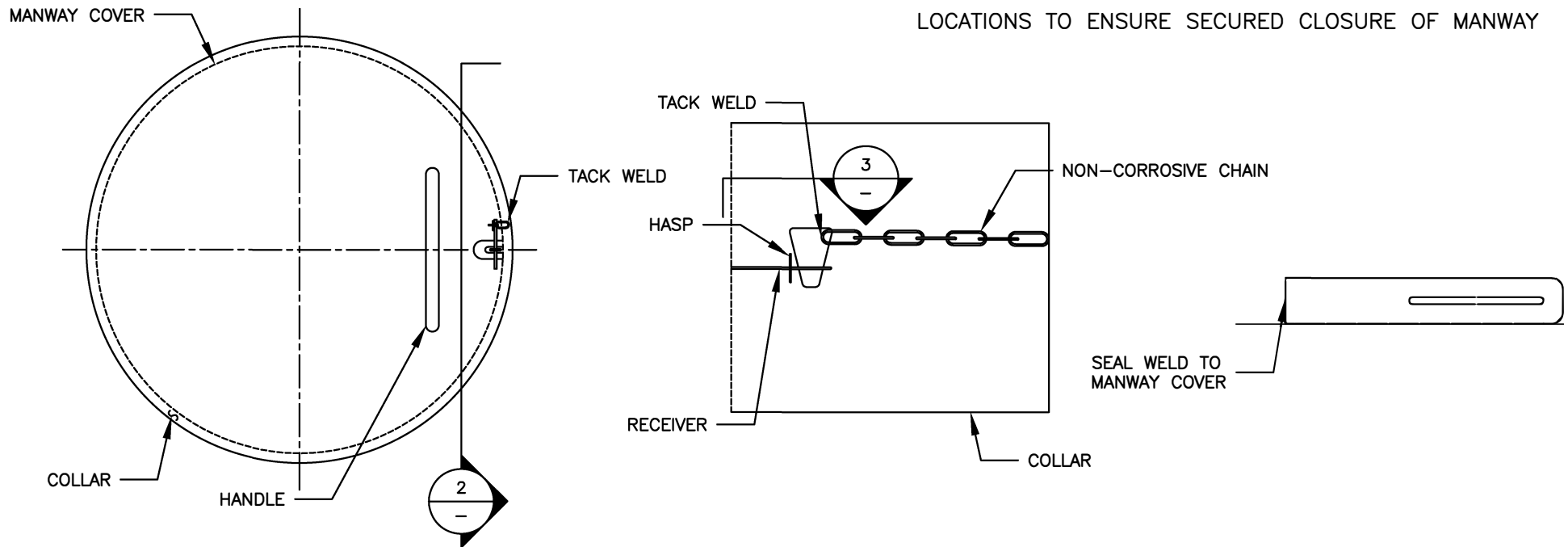
DATE JANUARY 2018

KLM DRAWING NO.

9

NOTES:

1. ALL WELDING SHALL BE PER AWS D1.1 LATEST EDITION
2. ALL WELDING SHOWN IS TO BE DONE BY CONTRACTOR
3. CONTRACTOR TO FIELD VERIFY DIMENSIONS AND LOCATIONS TO ENSURE SECURED CLOSURE OF MANWAY



1
—
COVER DETAIL

2
—
LOCK DETAIL

3
—
RECEIVER DETAIL

KLM *ENGINEERING, INC.*

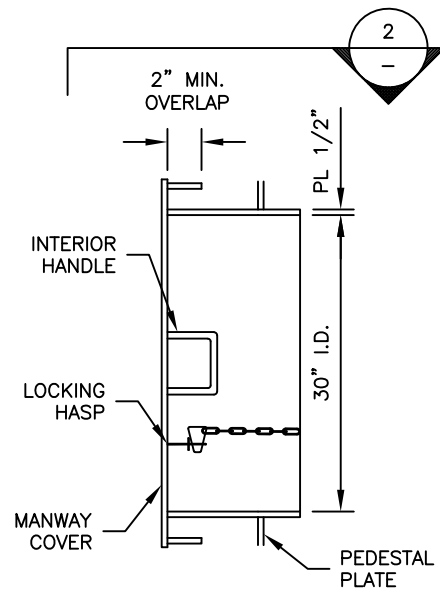
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PAINTER'S HATCH LOCK

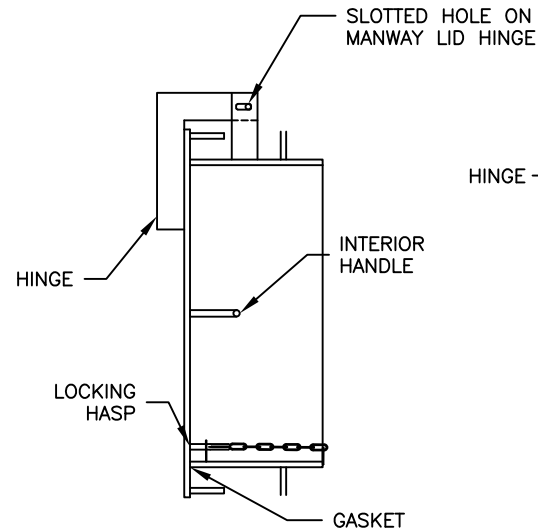
DATE	DECEMBER 2021
KLM DRAWING NO.	10d

NOTES:

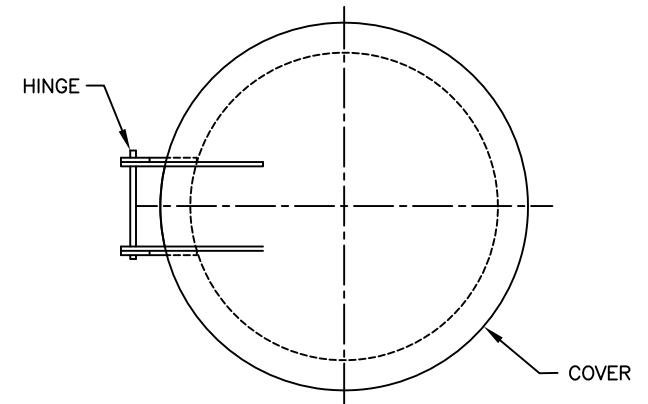
1. ALL MATERIALS SHALL BE ASTM A36 STEEL.
2. CONSTRUCTION SHALL MEET THE REQUIREMENTS OF AWWA D100 LATEST EDITION.
3. ALL WELDING SHALL BE PER AWS D1.1 LATEST EDITION.
4. REFER TO KLM DRAWING NO. 10d FOR LOCKING HASP DETAILS.
5. INSTALL A GASKET BETWEEN THE COVER AND COLLAR TO ENSURE A WEATHER-TIGHT SEAL WHEN CLOSED.



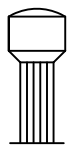
1
—
SECTIONAL VIEW



2
—
PLAN VIEW

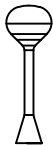


3
—
EXTERIOR VIEW



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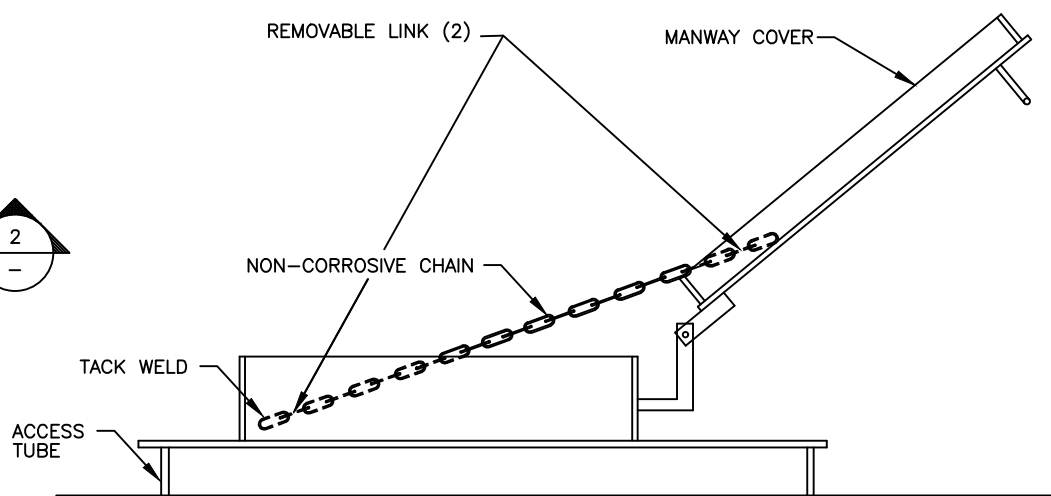
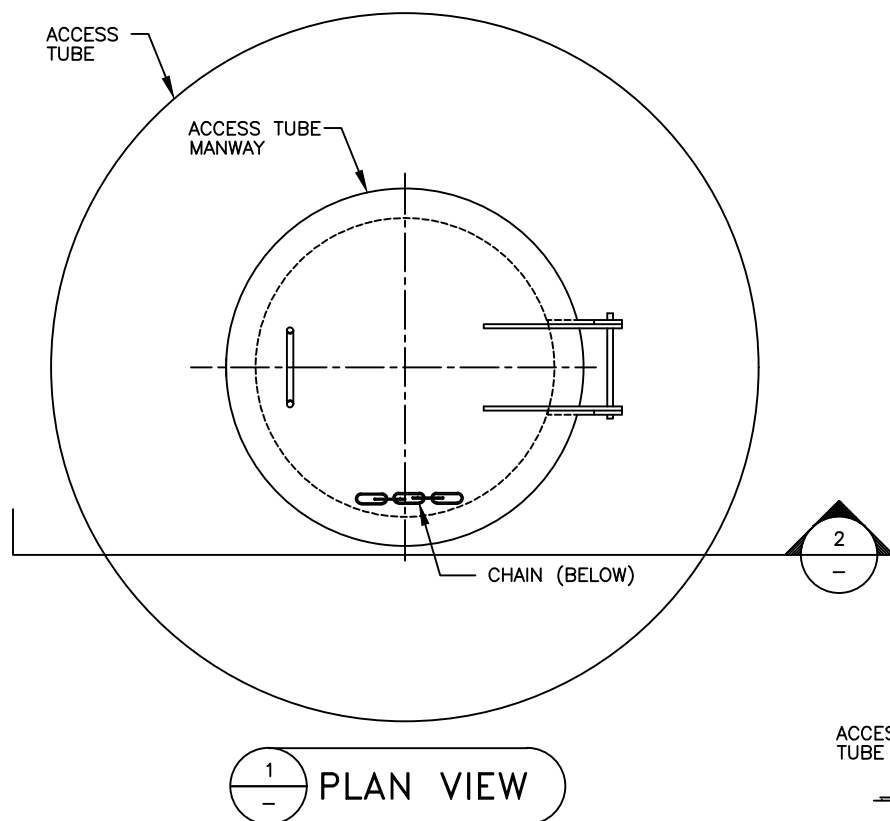


30"Ø PAINTER'S HATCH

DATE JANUARY 2025

KLM DRAWING NO.

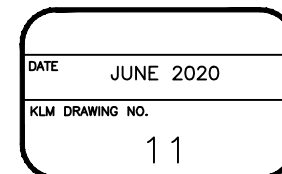
10e

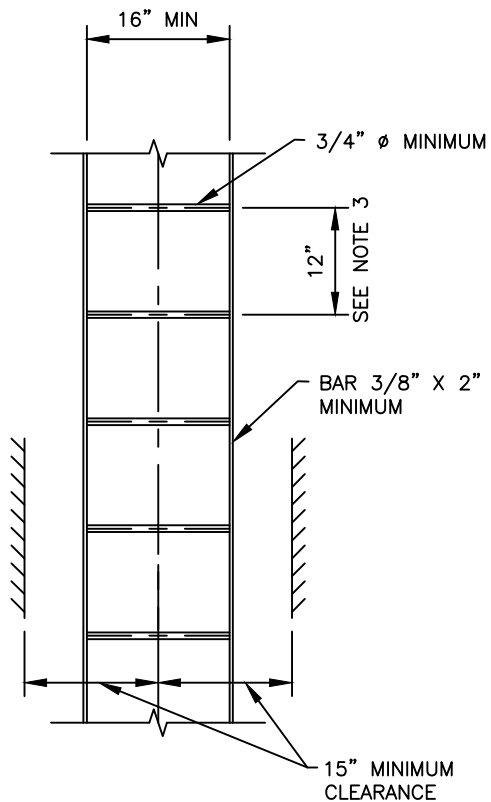


- NOTES:**
1. ALL WELDING SHALL BE PER AWS D1.1 LATEST EDITION.
 2. ALL WELDING SHOWN IS TO BE DONE BY CONTRACTOR.

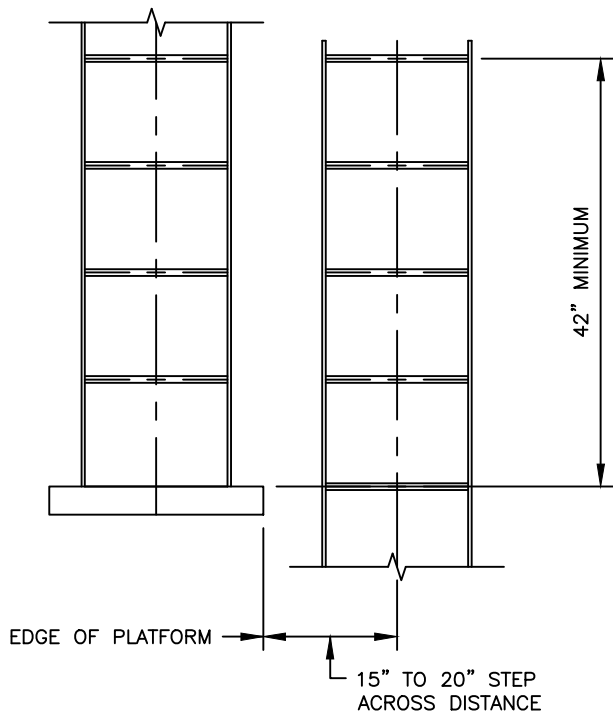


MANWAY COVER CHAIN STOP

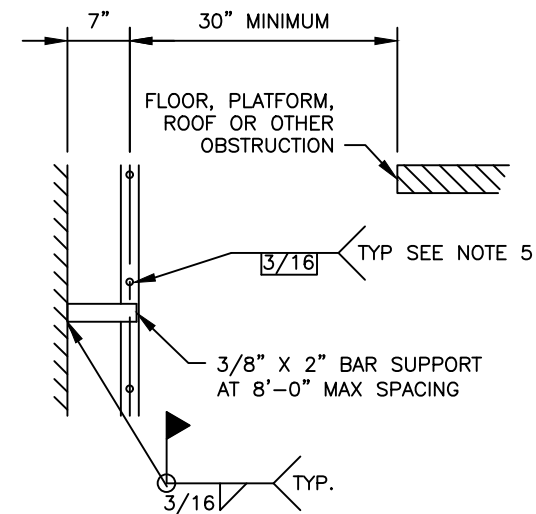




1 LADDER DIMENSIONS



2 SIDE STEP DIMENSIONS



3 LADDER CLEARANCES

NOTES:

1. VERIFY THAT ALL DIMENSIONS MEET THE REQUIREMENTS OF OSHA, LATEST EDITION, BEFORE FABRICATION.
2. ALL LADDERS MUST BE EQUIPPED WITH AN OSHA APPROVED SAFETY CLIMB DEVICE (NOT SHOWN). KLM RECOMMENDS USING EQUIVALENT TO DBI/SALA LADSAFE (R).
3. ALL RUNGS SHALL BE UNIFORMLY SPACED FROM GRADE TO TOP OF STRUCTURE.
4. ALL WELDS SHALL MEET THE REQUIREMENTS OF AWS D1.1 LATEST EDITION.
5. PLUG WELD LADDER RUNGS ON EXTERIOR SIDE OF RAIL, WHERE LADDER IS EXPOSED TO SUBMERGED CONDITIONS RUNGS SHALL BE WELDED ON BOTH SIDES.

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OSHA FIXED LADDER

DATE JANUARY 2018

KLM DRAWING NO. 19



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KLM PROJECT NO.

KLM DRAWING NO. 24

SUBJECT LADDER SAFETY CLIMB DEVICE – CABLE STYLE

DRAWN BY

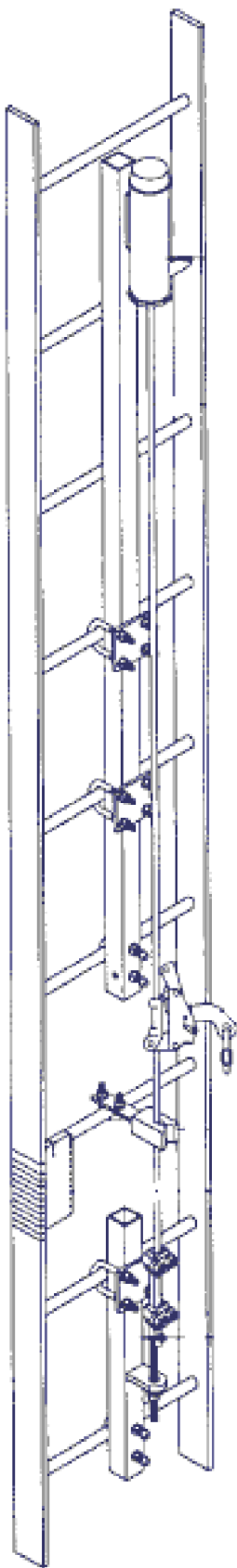
DATE JANUARY 2018

CHECKED BY

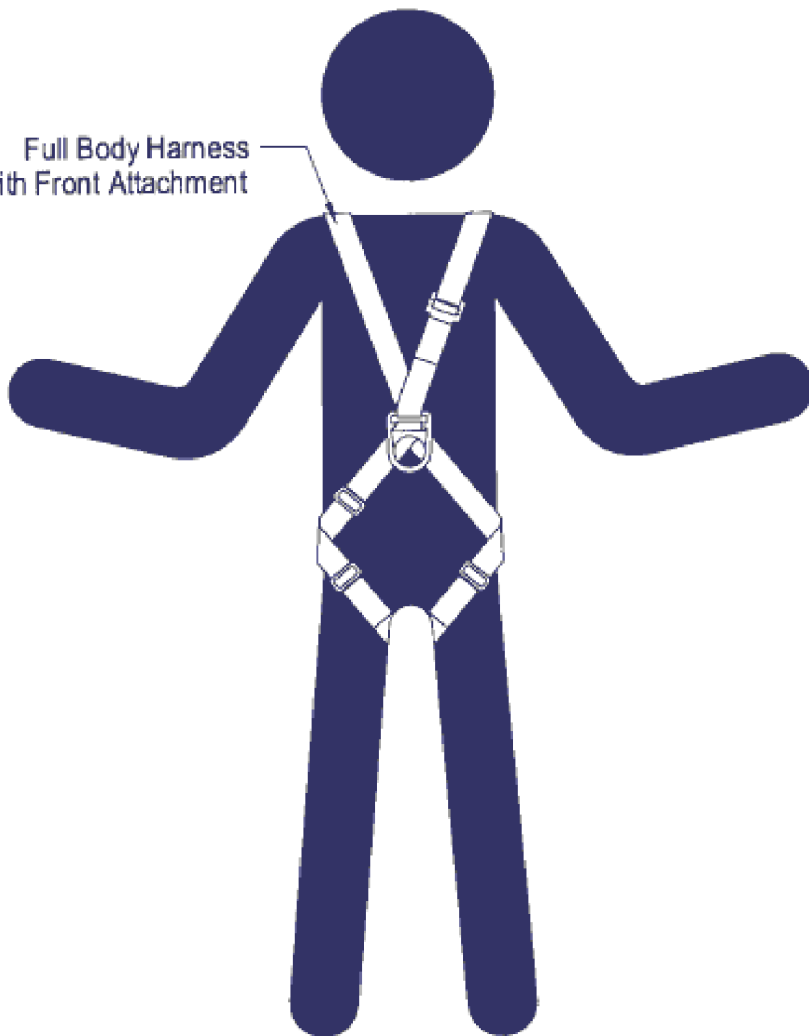
DATE

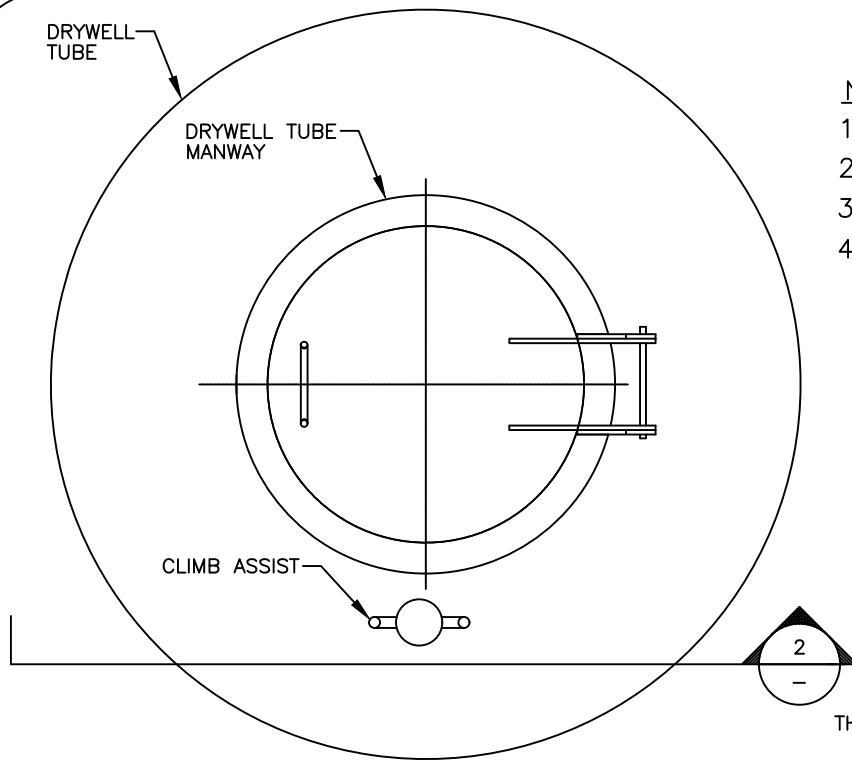
NOTES:

1. CONTRACTOR SHALL PROVIDE AND INSTALL A CABLE STYLE SAFETY CLIMB DEVICE PER THE SPECIFICATION
2. SYSTEM SHALL BE EQUIVALENT TO THE DBI/SALA LAD-SAF(R) FLEXIBLE CABLE SYSTEM
3. CONTRACTOR SHALL PROVIDE TWO (2) HARNESSES AND LAD-SAF(R) SLEEVES WITH SAFLOK CARABINER (OR EQUIVALENT)
4. CONTRACTOR SHALL PROVIDE DOUBLE LANYARDS WITH EACH HARNESS PROVIDED



Full Body Harness
with Front Attachment

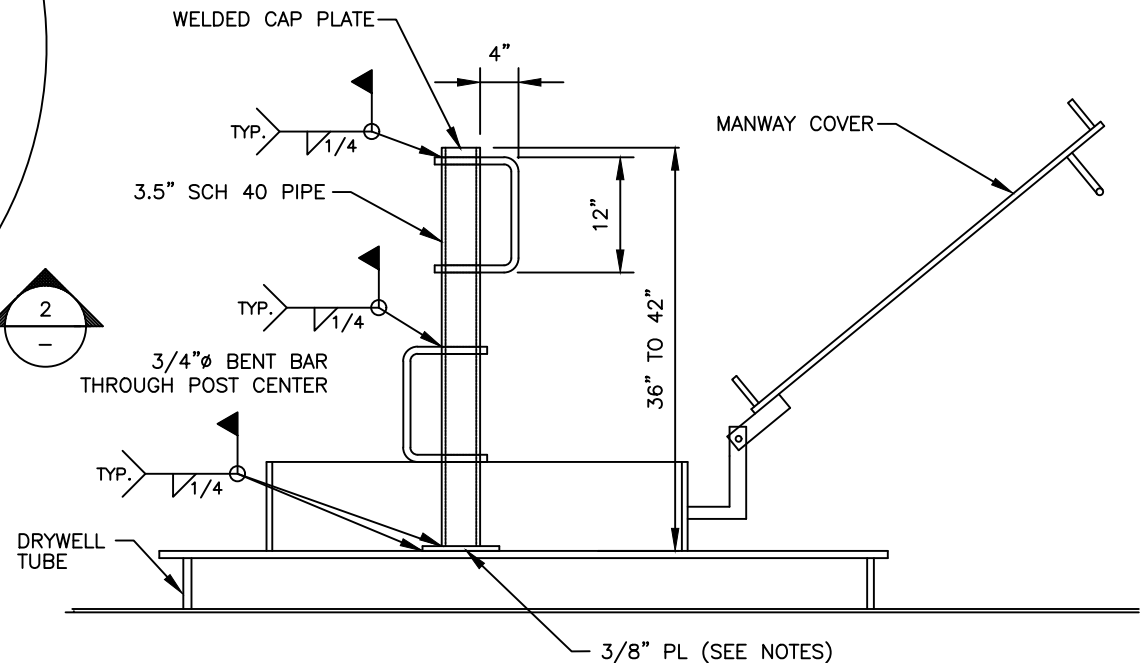




1
—
PLAN VIEW

NOTES:

1. ALL WELDING SHALL BE PER AWS D1.1 LATEST EDITION.
2. ALL WELDING SHOWN IS TO BE DONE BY CONTRACTOR.
3. THE 3/8" BASE PLATE SHALL BE 8" SQUARE OR CIRCULAR IN SHAPE.
4. FIELD LOCATE THE ANCHOR POINT. LOCATE FOR USE WITH THE DRYWELL TUBE AND WET ACCESS WHEN POSSIBLE.



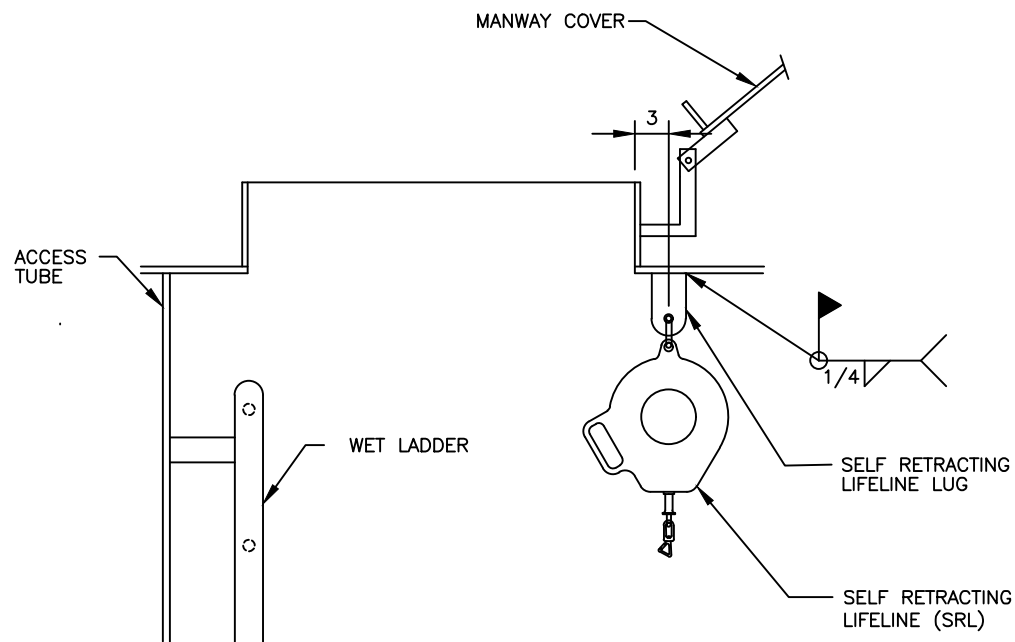
2
—
ELEVATION

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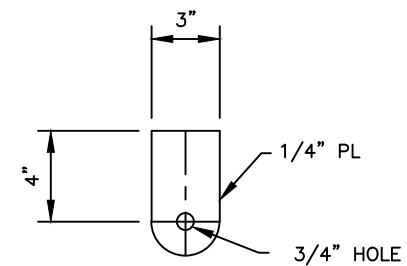
CLIMB ASSIST

DATE	JUNE 2024
KLM DRAWING NO.	25



1 SECTIONAL ELEVATION

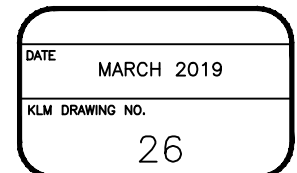
- NOTES:**
1. ALL WELDING SHALL BE PER AWS D1.1 LATEST EDITION.
 2. ALL WELDING SHOWN IS TO BE DONE BY CONTRACTOR.
 3. INSTALL PRIOR TO RECOATING.
 4. FIELD VERIFY LOCATION.
 5. SELF RETRACTING LIFELINE (SRL) SHALL BE SALA SEALED BLOCK HEAVY DUTY OR EQUAL.



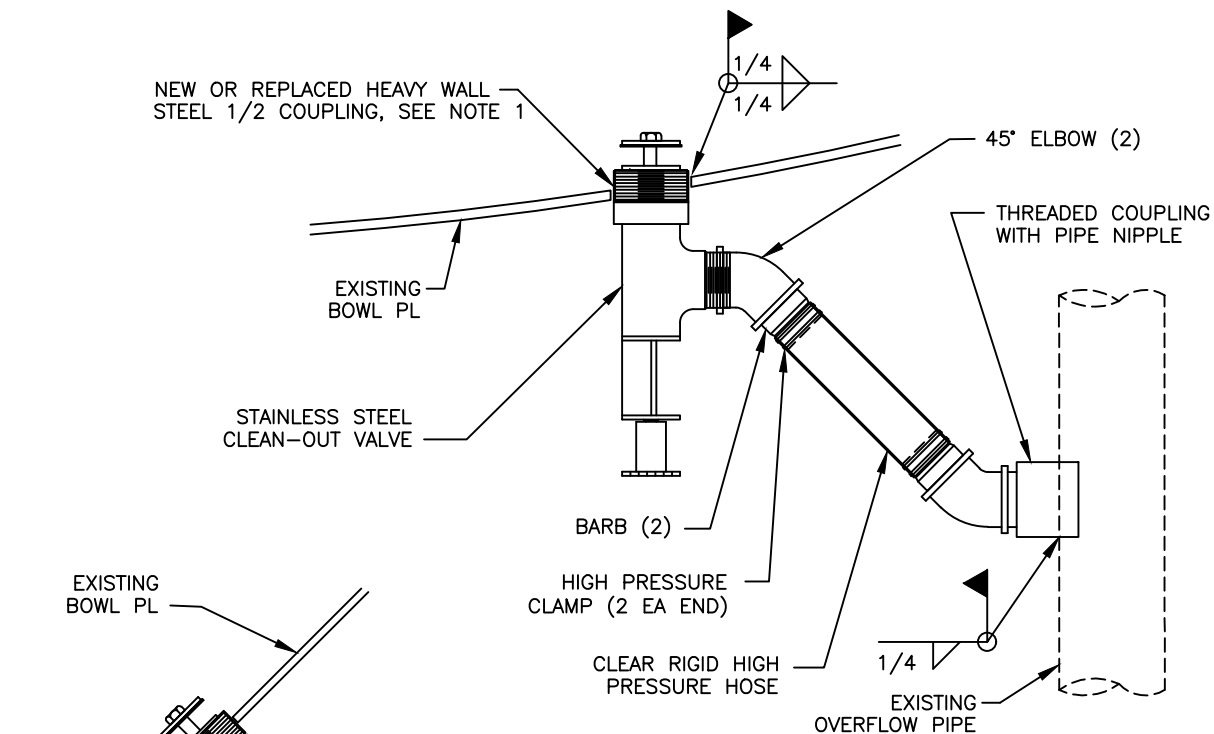
2 LUG DETAIL



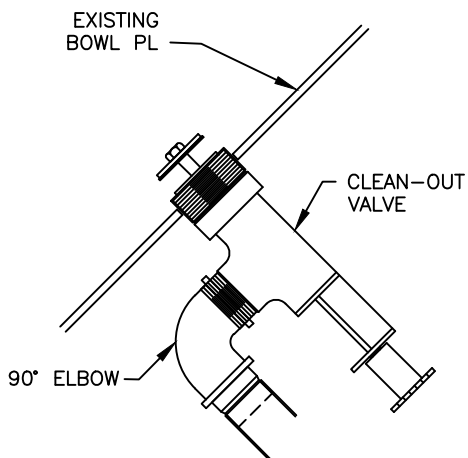
SELF RETRACTING LIFELINE AND LUG



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CLEAN-OUT VALVE MOUNTING



ALTERNATE MOUNTING

INSTALLATION PROCEDURE:

1. CUT-OUT AROUND EXISTING DRAIN. IF NO DRAIN EXISTS CUT A NEW HOLE AT A LOCATION APPROVED BY THE ENGINEER.
2. INSTALL NEW HEAVY WALL STEEL 1/2 COUPLING.
3. WELD, SANDBLAST AND PAINT ASSEMBLY WITH A CARBON STEEL PLUG IN PLACE.
4. UPON APPROVAL AND ACCEPTANCE OF THE COATING, REMOVE THE CARBON STEEL PLUG AND REPLACE IT WITH A BABCO STAINLESS STEEL CLEAN-OUT VALVE, OR AN APPROVED EQUAL.
5. INSTALL THE REMAINING PIPING AND COMPONENTS CONNECTING TO THE EXISTING OVERFLOW PIPE AS SHOWN.

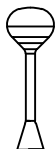
NOTES:

1. ALL WELDING SHALL BE DONE PER AWS D1.1 LATEST EDITION.
2. ALL WELDING SHOWN IS TO BE DONE BY CONTRACTOR.
3. ALL COMPONENTS SHOWN ARE PROVIDED BY CONTRACTOR.
4. THE SIZE OF NEW DRAIN TO BE 4 INCH NOMINAL UNLESS APPROVED BY THE ENGINEER.



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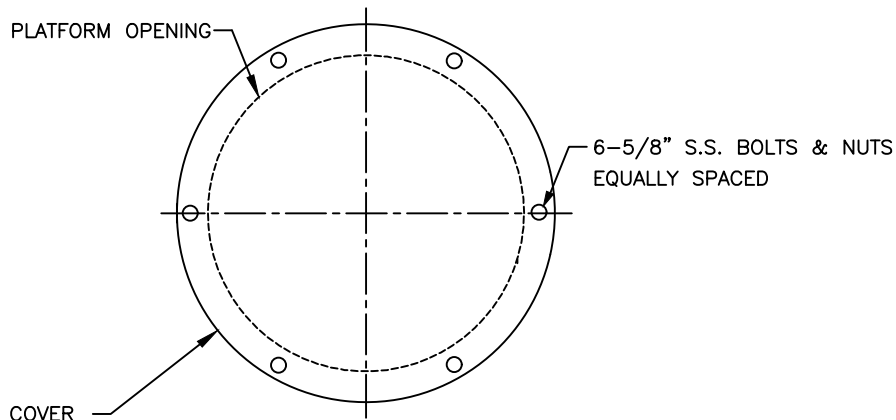


STAINLESS STEEL
BOWL DRAIN VALVE

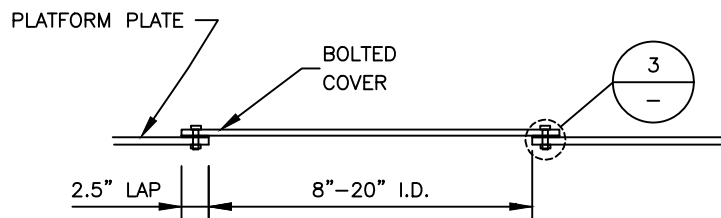
DATE
MARCH 2020

KLM DRAWING NO.

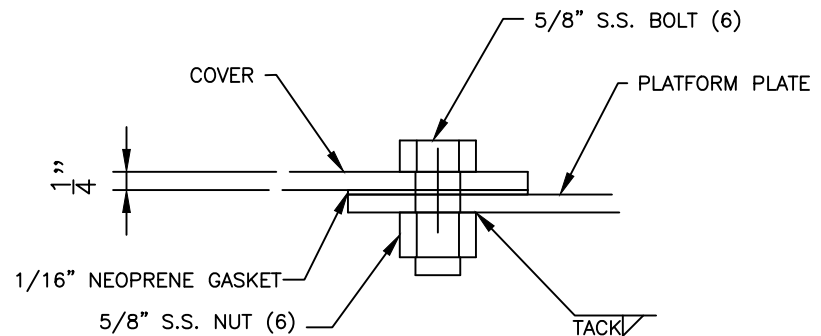
33



1
-
PLAN VIEW



2
-
SECTIONAL ELEVATION



3
-
CONNECTION DETAIL

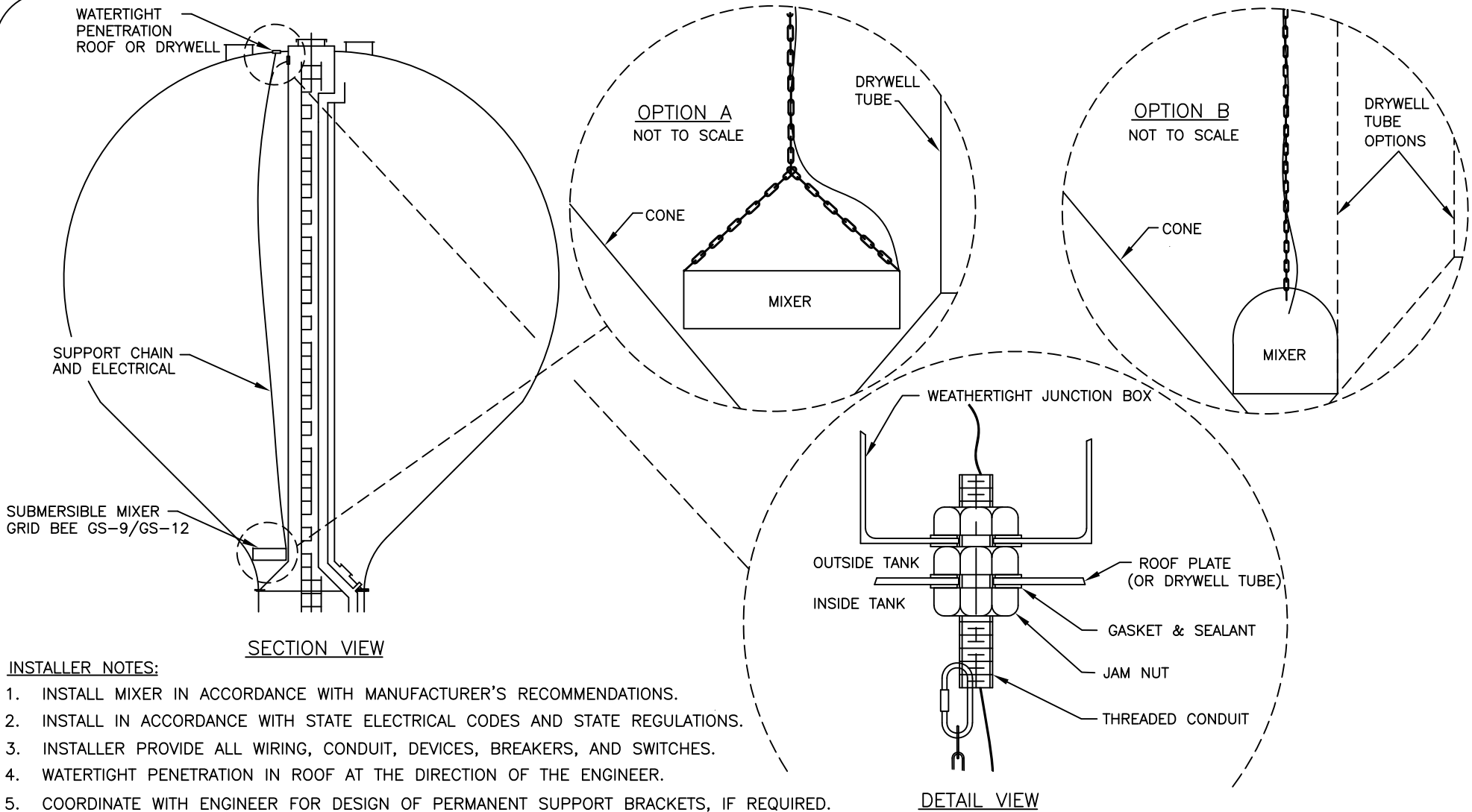
- NOTES:**
1. COVER PLATE TO BE 1/4" MINIMUM A36 STEEL WITH A DIAMETER 5" LARGER THAN THE DIAMETER OF THE FLOOR OPENING.
 2. ALL WELDING SHALL BE PER AWS D1.1 LATEST EDITION.
 3. ALL WELDING SHOWN IS TO BE DONE BY CONTRACTOR.

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PLATFORM FLOOR CONTAINMENT PLATE

DATE
JANUARY 2018
 KLM DRAWING NO.

45



GRID-BEE MIXER INSTALLATION SINGLE PEDESTAL CONE BOTTOM

DATE
AUGUST 2021

KLM DRAWING NO.

59

APPENDIX C

SURFACE PREPARATION REQUIREMENTS

Standard Practice

Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service

This NACE International standard represents a consensus of those individual members who have reviewed this document, its scope, and provisions. Its acceptance does not in any respect preclude anyone, whether he or she has adopted the standard or not, from manufacturing, marketing, purchasing, or using products, processes, or procedures not in conformance with this standard. Nothing contained in this NACE International standard is to be construed as granting any right, by implication or otherwise, to manufacture, sell, or use in connection with any method, apparatus, or product covered by Letters Patent, or as indemnifying or protecting anyone against liability for infringement of Letters Patent. This standard represents minimum requirements and should in no way be interpreted as a restriction on the use of better procedures or materials. Neither is this standard intended to apply in all cases relating to the subject. Unpredictable circumstances may negate the usefulness of this standard in specific instances. NACE International assumes no responsibility for the interpretation or use of this standard by other parties and accepts responsibility for only those official NACE International interpretations issued by NACE International in accordance with its governing procedures and policies which preclude the issuance of interpretations by individual volunteers.

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Revised 2007-03-10
Reaffirmed 2003-03-17
Reaffirmed September 1995
Reaffirmed March 1991
Revised 1989
Approved 1978
NACE International
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Houston, Texas 77084-4906
+1 281/228-6200
ISBN 1-57590-167-6
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Foreword

When specifying tanks and vessels that are to be internally lined to control corrosion and prevent product contamination, special design, fabrication, and surface finishing practices must be considered to obtain the desired performance of these linings for immersion service. As the corrosiveness of the product increases, the design and fabrication of the tank or vessel becomes more critical relative to the performance of the lining.

This standard presents standard practices for the design, fabrication, and surface finish of metal tanks and vessels that are to be lined for corrosion resistance and to prevent product contamination. The standard explains how the standard practices govern the quality of lining applications. Appendix A contains illustrations depicting both good and bad practices for tanks and vessels to be lined, and Appendix B contains a list of recommended responsibilities to ensure that an acceptable lining application is achieved. Appendix C contains written and graphic descriptions of five degrees of surface preparation of welds in tanks and vessels that may be specified prior to lining.⁽¹⁾

This standard is intended for use or reference by end users, lining specifiers, lining applicators, lining manufacturers, and contracting authorities involved in the surface preparation or lining installation in tanks and vessels intended for chemical immersion service.

This standard practice was originally prepared in 1978 by NACE International Task Group (TG) T-6A-29, a component of Unit Committee T-6A on Coating and Lining Materials for Immersion Service, in collaboration with Unit Committee T-6H on Application and Use of Coatings for Atmospheric Service. The standard was revised in 1989 by TG T-6G-27, a component of Unit Committee T-6G on Surface Preparation for Protective Coatings, and was reaffirmed in 1991 and 1995. It was reaffirmed in 2003 by Specific Technology Group (STG) 04 on Coatings and Linings, Protective: Surface Preparation. The standard was revised in 2007 by TG 295 on Lining, Tanks and Vessels for Immersion Service: Fabrication Details, Surface Finish Requirements, and Proper Design Considerations—Review of NACE Standard RP0178-2003. This TG is administered by STG 04. It is also sponsored by STG 02 on Coatings and Linings, Protective: Atmospheric; STG 03 on Coatings and Linings, Protective: Immersion and Buried Service; and STG 43 on Transportation, Land. This standard is issued by NACE International under the auspices of STG 04.

⁽¹⁾ The visual comparator mentioned in Appendix C is a molded plastic replica that illustrates various degrees of surface finishing for welds prior to coating or lining. Full-seam welds, skip welds, butt welds, lap welds, and others are depicted. For more information contact the NACE FirstService Department, 1440 South Creek Drive, Houston, TX 77084-4906.

NACE International gratefully acknowledges the contributions of the following companies in the preparation of the welding samples and the fabrication of the die from which the plastic replicas have been molded:

Ausimont USA, Inc.,⁽²⁾ Thorofare, NJ
CenterPoint Energy,⁽³⁾ Houston, TX
S.G. Pinney & Associates, Inc.,⁽⁴⁾ Port St. Lucie, FL
The Sherwin-Williams Company,⁽⁵⁾ Cleveland, OH

NACE also gratefully acknowledges the assistance of KTA-Tator Inc.,⁽⁶⁾ Pittsburgh, PA, in developing the weld pattern that was used to mold the plastic replica of weld samples.

In NACE standards, the terms *shall*, *must*, *should*, and *may* are used in accordance with the definitions of these terms in the *NACE Publications Style Manual*, 4th ed., Paragraph 7.4.1.9. *Shall* and *must* are used to state mandatory requirements. *Should* is used to state something considered good and is recommended but is not mandatory. *May* is used to state something considered optional.

⁽²⁾ Ausimont USA, Inc., 10 Leonards Lane, Thorofare, NJ 08086.

⁽³⁾ CenterPoint Energy, P.O. Box 1325, Houston, TX 77251-1325.

⁽⁴⁾ S.G. Pinney & Associates, Inc., Corporate Office, 1326 S.W. Biltmore St., Port St. Lucie, FL 34983.

⁽⁵⁾ The Sherwin-Williams Company, 101 Prospect Avenue N.W., Cleveland, OH 44115.

⁽⁶⁾ KTA-Tator, Inc., 115 Technology Drive, Pittsburgh, PA 15275.

NACE International Standard Practice

Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service

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1. General.....	1
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Appendix B: Recommended Responsibilities	11
Appendix C: Written and Graphic Descriptions of Various Degrees of Surface Finishing of Welds That May Be Specified in Preparation for Lining of Tanks and Vessels....	12

Section 1: General

1.1 This standard presents standard practices for the design, fabrication, and surface finish of tanks and vessels to be lined for immersion service. Tanks and vessels may be lined for corrosion control or to prevent product contamination.

1.1.1 Appendix A (mandatory) contains illustrations depicting both good and bad practices for tanks and vessels to be lined for immersion service.

1.1.2 Appendix B (nonmandatory) contains a list of recommended responsibilities of the purchaser (user), designer, fabricator, lining applicator, and inspector to ensure that an acceptable lining application is achieved.

1.1.3 Appendix C (nonmandatory) contains written and graphic descriptions of five degrees of surface preparation of welds in tanks and vessels that may be specified prior to lining. The written descriptions of the five degrees of surface preparation of welds in Appendix C take precedence over the graphics and the companion visual comparator. The graphics are only

pictorial representations of welds and grinding finishes and are not intended to be representative of the integrity of the welds. The "weld condition prior to finishing" is not a typical weld; it is only intended to illustrate defects in welds that must be corrected prior to lining.

1.2 Good welding practices and welding codes govern the integrity of the tank and vessel welds; this standard only addresses surface preparation of the welds for the purpose of lining the tank or vessel for immersion service.

1.3 Other design and construction codes or standards may be used to complement the details given here. When applicable, the requirements of such other codes or standards shall be considered. A partial list of such codes and standards can be found in the Bibliography.

1.4 These standard practices may be used in the design, fabrication, and surface finish of tanks and vessels for services other than immersion, such as dry bulk storage of solid materials.

Section 2: Definitions

Lining: A coating or layer of sheet material adhered to or in intimate contact with the interior surface of a container used to protect the container against corrosion by its contents and/or to protect the contents of the container from contamination by the container material. For the purposes of this standard, *lining* refers to a surface barrier, usually a thin film less than 500 µm (20 mil) thick applied as either a lining or a coating. In common usage, the terms *coating* and *lining* are interchangeable, but in this standard, only the term *lining* is used. The requirements contained herein may or may not apply to heavier, thick-film linings, sheet linings, trowel-applied and pumped-into-place finishes, plasma,

flame-sprayed linings, fiber-reinforced plastic linings, or similar lining materials.

Surface Finish: The degree of smoothness of a surface produced by the removal of sharp edges and the appropriate surface preparation of welds and other rough areas. The term *surface finish* is also used to characterize the degree of smoothness that is necessary to attain a surface to which the lining can be applied satisfactorily in accordance with the lining specification.

Section 3: Design Practices

3.1 Accessibility

3.1.1 All surfaces of the tank or vessel interior shall be readily accessible for surface preparation and lining application (see Figures A1 through A10, Appendix A).

3.1.2 The manway diameter for working entrance and safety reasons during the lining application shall be as large as practical for the tank or vessel being lined.

3.1.2.1 If possible, at least one manway shall be located near ground (working) level, except in

tanks or vessels designed to be buried below grade.

3.1.3 Additional manways and openings should be provided as needed to facilitate ventilation. These must meet safety requirements.

3.2 Joints

3.2.1 Continuous butt-welded joints shall be used whenever possible (see Figure A5, Appendix A).

3.2.2 Rivets shall not be used.

3.2.3 The use of internal bolted connections should be avoided to the fullest extent possible.

3.2.4 Continuous lap-welded joints may be used but are not preferred. For sheet lining material, this type of construction may not be acceptable.

3.3 Connections

3.3.1 All connections to the tank or vessel shall be flanged.

3.3.2 Threaded connections should not be used in tanks and vessels operating in corrosive environments (see Figure A4, Appendix A). However, if threaded connections cannot be avoided in corrosive environments, these parts shall be fabricated of corrosion-resistant materials, or constructed as shown in Figure A10, Appendix A.

3.3.2.1 CAUTION: Dissimilar metal (galvanic) corrosion occurs when, for example, an alloy is used to replace the steel bottom of a tank, or in a similar circumstance when alloy appurtenances must be part of the construction of a vessel. If a lining is then applied to the steel and part of the alloy (usually 150 to 610 mm [5.9 to 24 in.]), any discontinuity in the lining exposes a small anode surface. Once corrosion starts, it progresses rapidly because of the large exposed alloy cathodic area to the much smaller anodic area. Without the lining, galvanic corrosion causes the steel to corrode at the weld area, but at a much slower rate. The recommended practice is to apply the lining to all of the alloy as well as the steel, thereby eliminating the possible occurrence of a large-cathode-to-small-anode surface.

3.3.3 Nozzle connections to be lined shall be as short as possible and be a minimum of 50 mm (2 in.) in diameter (see Figure A4, Appendix A). Connections less than 50 mm (2 in.) in diameter shall be suitably attached through a reducing flange (see Figure A10, Appendix A). When trowel-applied thick-film linings are required, additional nozzle inside diameter shall be allowed for lining thickness.

3.4 Appurtenances Inside the Tank or Vessel

3.4.1 The standard practices in Sections 3, 4, and 5 shall apply to any item to be installed inside a tank or vessel that is to be lined. Such appurtenances include, but are not limited to, agitators, anti-swirl baffles, outlet connections, gauging devices, vortex breakers, and internal piping.

3.4.2 If appurtenances inside the tank or vessel, including nuts and bolts, cannot be lined, they shall be made of corrosion-resistant materials. (CAUTION: See Paragraph 3.3.2.1.)

3.4.3 If bolted connections are necessary and cannot be made of corrosion-resistant materials, the mating surfaces shall be lined before assembly. Gaskets shall be used on mating surfaces and the sealing surfaces of nuts and bolts to protect the lining.

3.4.4 Dissimilar metals shall be electrically isolated from the steel tank or vessel surface whenever possible. Where dissimilar metals are used, selection shall be such that the galvanic effect is minimized. Other corrosion mitigation methods may be required (see Figure A8, Appendix A).

3.4.5 Heating elements shall be offset from the tank or vessel surface to provide access for surface preparation, application, inspection, and cleaning. Elements shall be positioned so as not to damage the lining system.

3.5 Structural Reinforcement Members

3.5.1 Structural support members should be installed on the exterior of the tank or vessel. However, if such members are installed internally, they shall be fabricated of simple shapes such as smooth, round bars or pipe for ease of applying the lining material.

3.5.2 The use of internal flanged connections, stiffening rings, reinforcement pads, angles, channels, I-beams, and other complex shapes should be avoided. If they must be installed internally, these members shall be fully welded and welds and sharp edges ground to a radius of at least 3.2 mm (0.13 in.) or as agreed between the tank or vessel fabricator, tank or vessel owner, and lining applicator (see Figures A1 and A6, Appendix A).

3.6 Heat Sinks

3.6.1 Heated, forced curing of lining systems is often preferred if not specifically required. During tank or vessel design and fabrication, especially with field-erected units, consideration must be given to avoiding or minimizing heat sink areas. Such areas might include opposite saddles or support lugs, flat bottoms on foundations, and stiffening rings.

3.6.2 These situations may be addressed either by tank or vessel design or by construction or insulation of the foundation or supports. Another possible solution is the use of temporary constructions, such as false floors or temporary shelters, to achieve uniform heating and curing.

Section 4: Fabrication Practices

4.1 All design practices in Section 3 shall apply to all fabrication.

4.2 All welding shall be continuous. Intermittent or spot welding shall not be allowed.

4.3 Fillets and corners must be accessible for grinding.

4.4 Field tanks fabricated for use with high-heat-cured linings (e.g., unmodified phenol formaldehyde thermosetting linings) should have bottoms suitably insulated and installed on properly drained foundations to facilitate proper cure of the lining on the floor of the tank. Because the sand-filled earthen foundation, concrete pad, or other similar foundation is a poor insulator, some means must be considered prior to the application of the lining either to override the heat sink or to distribute the heat uniformly. This may be accomplished in several ways:

(a) with the use of properly sized heaters;

(b) by placing the tank on a concrete pad topped with a 100-mm (4-in.) layer of vermiculite concrete;

(c) by insulating with a high-compressive-strength structural grade insulation between the tank bottom and foundation;

(d) by installing an internal temporary false bottom approximately 1.5 m (5.0 ft) above the floor of the tank prior to the final high-temperature bake; or

(e) by other suitable means that practically and effectively ensure a properly cured lining on the tank floor.

Section 5: Surface Finish Practices

5.1 Sharp edges shall be ground to a smooth radius of at least 3.2 mm (0.13 in.) or as agreed between the tank or vessel fabricator, tank or vessel owner, and lining applicator.

5.2 Tank and vessel internal surfaces to be lined shall not be marred by gouges, handling marks, deep scratches, metal stamp marks, slivered steel, or other surface flaws. Flaws shall be repaired by welding or grinding, as appropriate.

5.2.1 Limits on surface flaw depth and geometry shall be set by agreement between the tank or vessel fabricator, tank or vessel owner, and lining applicator.

5.2.2 All restorative welding shall be performed according to applicable tank or vessel design codes, approved job-specific procedures, or both.

5.3 All rough welds shall be ground to remove sharp edges and other such irregularities (see Figure A2, Appendix A). Chipping may be used to remove sharp edges if followed by grinding. See Appendix C for written and graphic descriptions of five degrees of surface finishing of welds that may be specified preparatory to the lining of tanks and vessels.

5.3.1 The amount of grinding performed shall be judicious and performed only to the extent necessary to

prepare the weld surface and surrounding metal surfaces in accordance with the specification. Over-grinding, which would result in decreasing the wall thickness or the integrity of the weld beyond the limitations imposed by good welding practices, applicable welding codes, or tank or vessel ratings, shall be avoided.

5.4 Automatic machine welds may be acceptable as dictated by the specifications for film continuity.

5.5 All weld spatter and arc strikes must be removed. Chipping may be used if followed by grinding or the use of an abrasive disc.

5.6 If an anti-spatter material is applied adjacent to the weld area prior to welding, the anti-spatter material shall be one that is readily removable. Anti-spatter materials shall be removed prior to abrasive blasting.

5.7 When checking weld continuity, the tank or vessel fabricator shall avoid the use of oils, lubricants, or other foreign materials that would leave a contaminating residue not easily removed by abrasive blasting.

5.8 Surfaces shall be cleaned and decontaminated as required by the governing lining application specification(s).

Bibliography

API⁽⁷⁾ Standard 650 (latest revision). "Welded Steel Tanks for Oil Storage." Washington, D.C.: American Petroleum Institute (API).

API RP 652 (latest revision). "Lining of Aboveground Petroleum Storage Tank Bottoms." Washington, D.C.: API.

ASME⁽⁸⁾ Boiler and Pressure Vessel Code (latest revision). New York, NY: ASME.

Directive 97/23/EC (latest revision). "Pressure Equipment Directive (PED)." Brussels, Belgium: European Commission.⁽⁹⁾

NACE Standard SP0294 (latest revision). "Design, Fabrication, and Inspection of Storage Tank Systems for Concentrated Fresh and Process Sulfuric Acid and Oleum at Ambient Temperatures." Houston, TX: NACE.

⁽⁷⁾ American Petroleum Institute (API), 1220 L Street, NW, Washington, D.C. 20005-4070.

⁽⁸⁾ ASME International (ASME), Three Park Avenue, New York, NY 10016-5990.

⁽⁹⁾ European Commission (EC), Rue de la Loi 200, B-1049 Brussels, Belgium.

APPENDIX A:
Illustrations of Design, Fabrication, and Surface Finish Practices for Metal Tanks and Vessels to Be Lined for Immersion Service

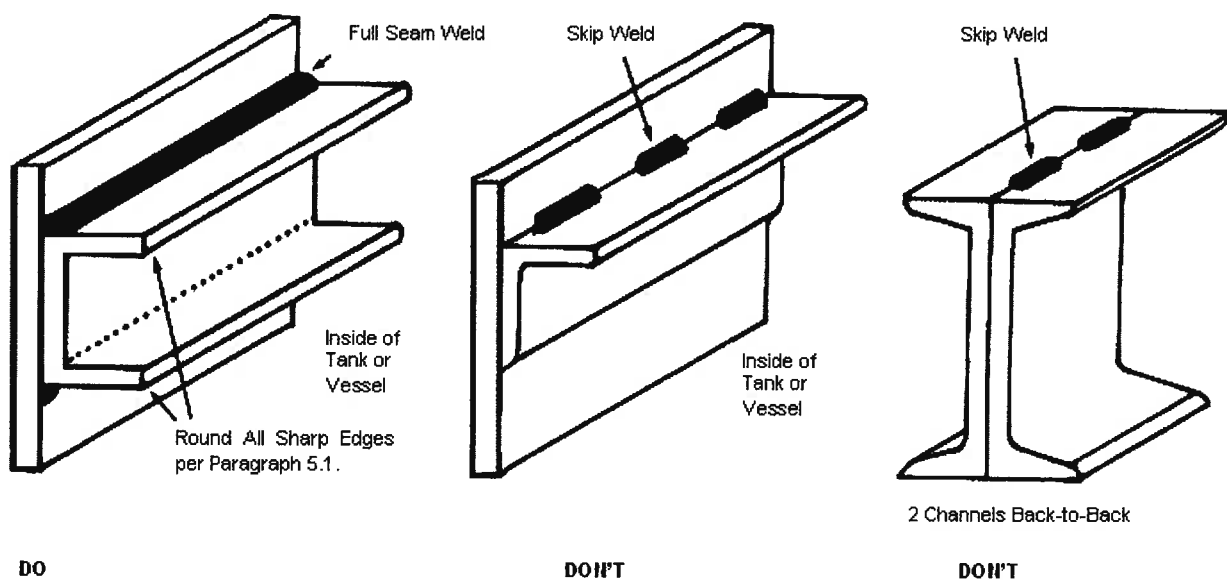


FIGURE A1

All construction involving pockets or crevices that do not drain or that cannot be properly abrasive blasted and lined shall be avoided.

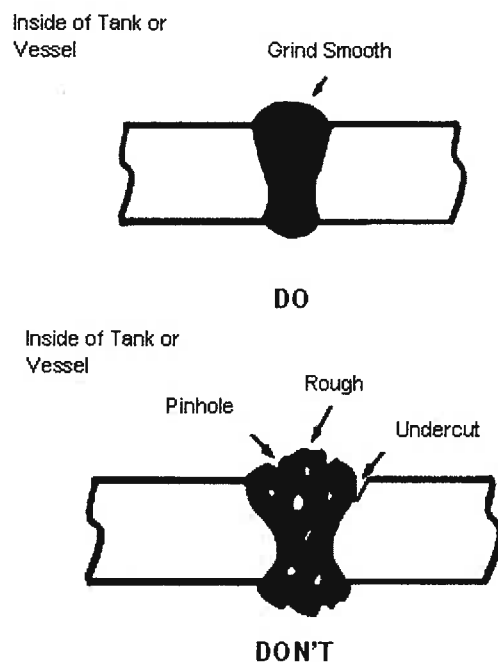


FIGURE A2

All joints shall be continuous full-penetration porosity-free welds. In tanks and vessels that require a 100% holiday-free lining, all welds must be smooth with no holes, high spots, lumps, or pockets. Grinding is required to eliminate sharp edges and high spots. Weld metal shall be used to fill in undercut or pits.

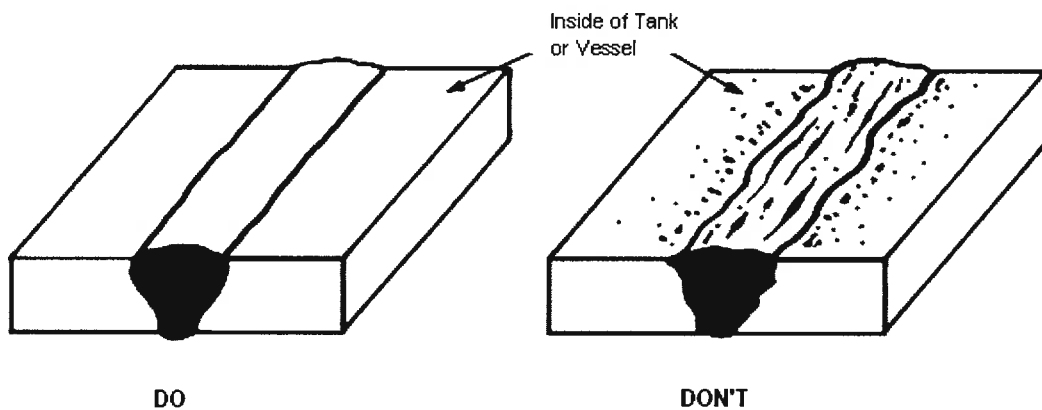
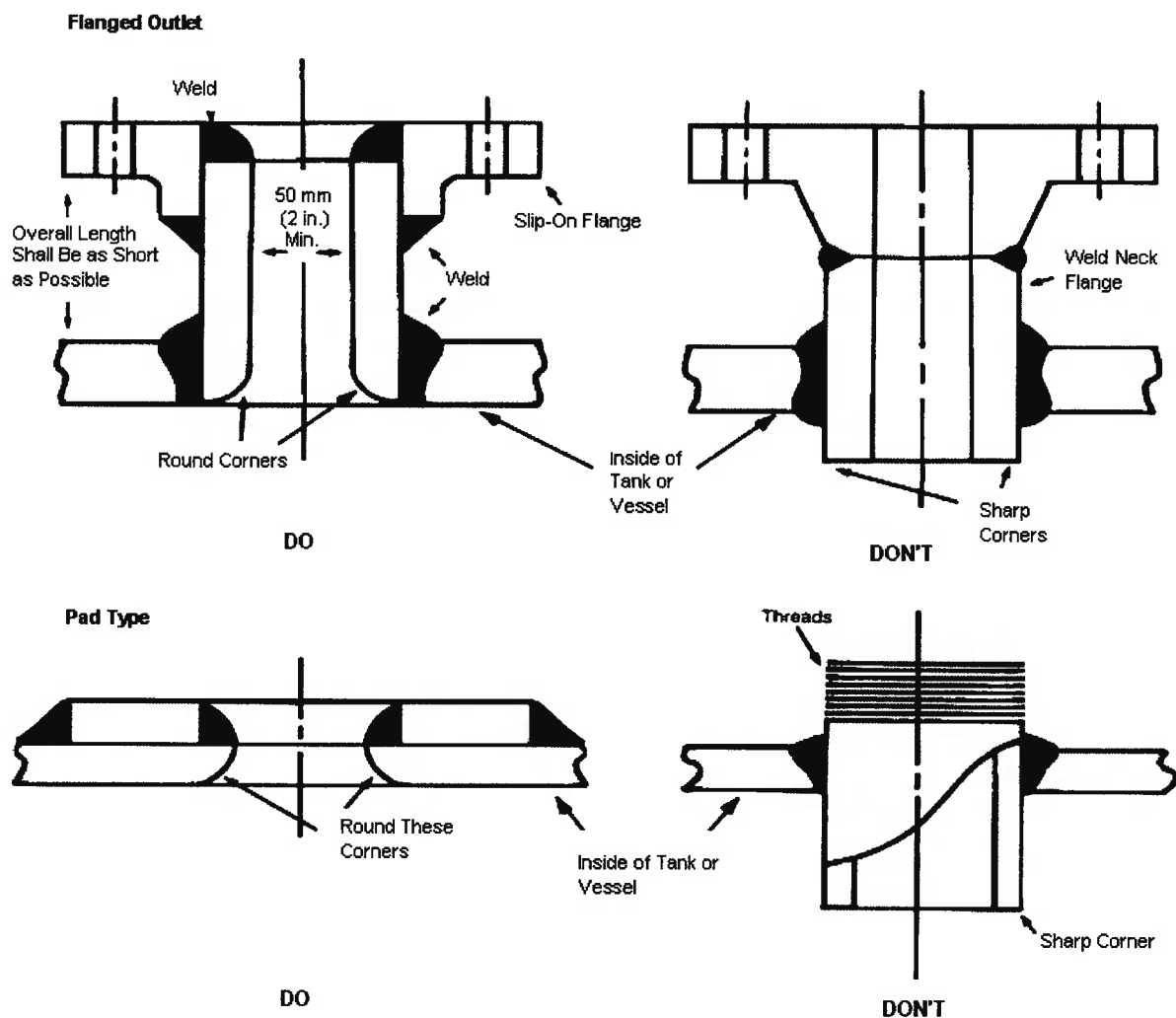


FIGURE A3

All weld spatter shall be removed.

**FIGURE A4**

The outlets shall be flanged or pad-type rather than threaded. Within pressure limitations, slip-on flanges are preferred because the inside surface of the attaching weld is readily available for rounding edges and grinding. If operating pressure dictates the use of weld neck flanges, the inside surface of the attaching weld is in the throat of the nozzle, making repair of surface irregularities by grinding rather difficult.

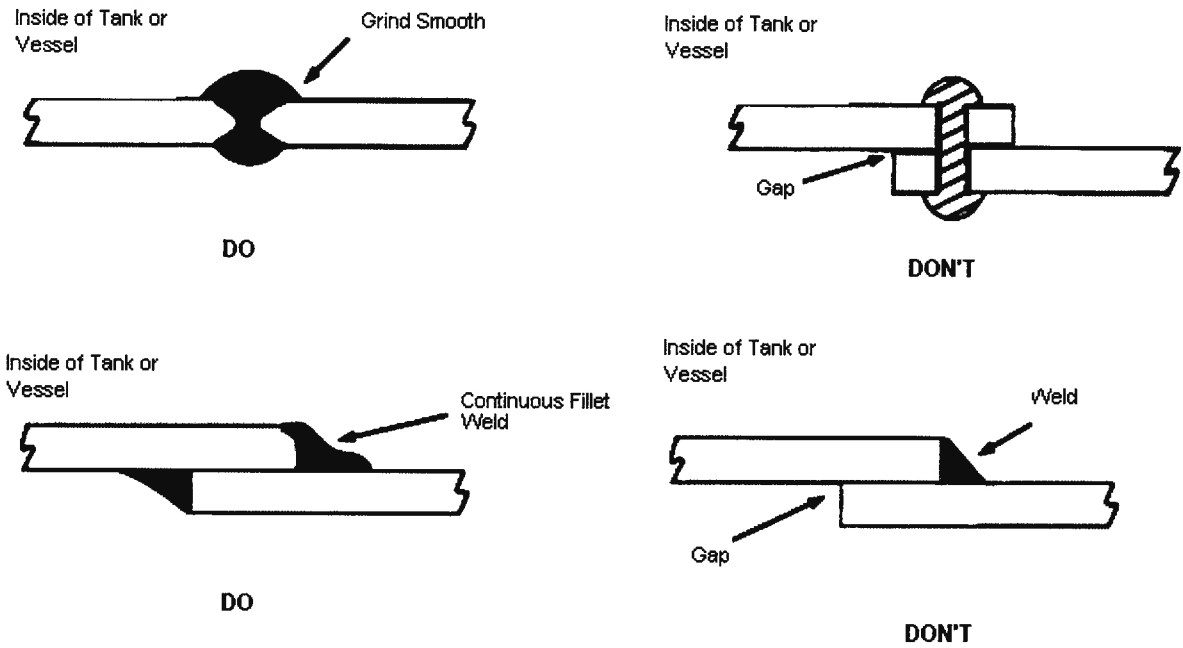


FIGURE A5

Butt welding shall be used whenever possible rather than lap welding or riveted construction.

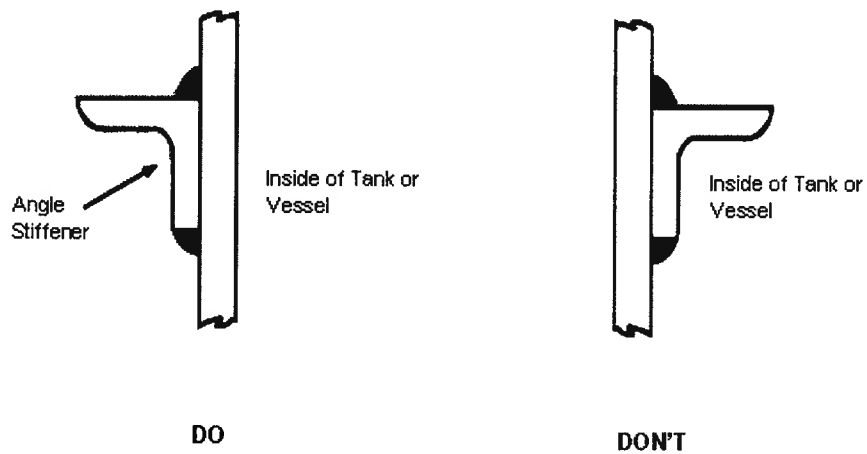
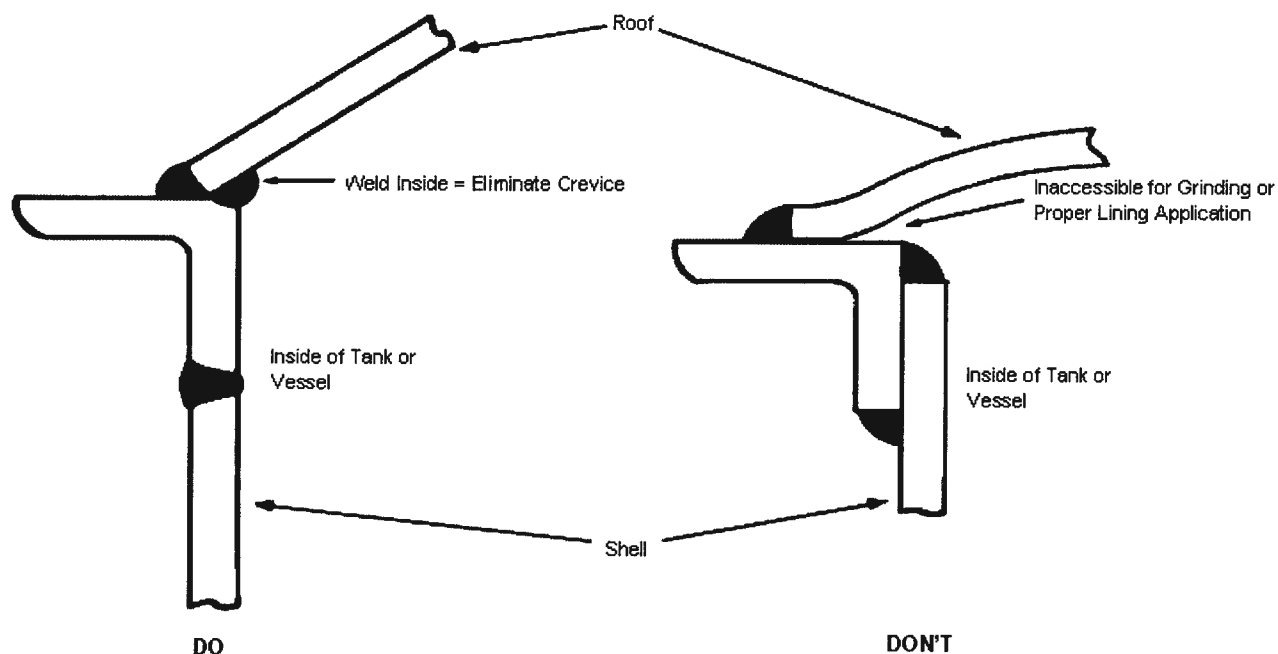
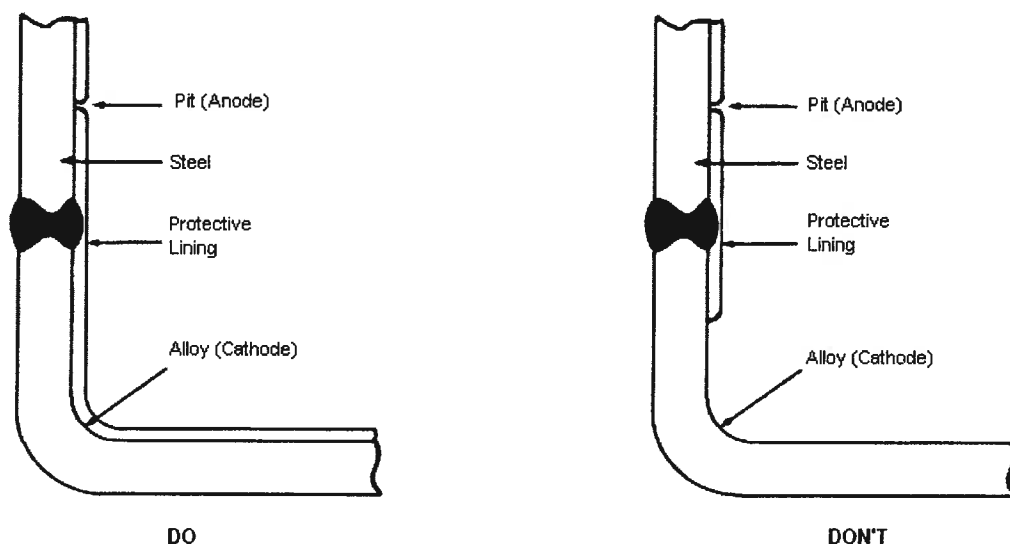


FIGURE A6

Stiffening members should be on the outside of the tank or vessel.

**FIGURE A7**

Roof-to-Shell Joint. Eliminate crevice and lap weld at roof-to-shell joint in a tank or nonpressure vessel.

**FIGURE A8**

Dissimilar metal (galvanic) corrosion occurs when, for example, an alloy is used to replace the steel bottom of a tank, or, in a similar circumstance, when alloy appurtenances must be a part of the construction of a vessel. If a lining is then applied to the steel and part of the alloy (usually 150 to 610 mm [5.9 to 24 in.]), any discontinuity in the lining exposes a small anode surface. Once corrosion starts, it progresses rapidly because of the large exposed alloy cathodic area to the much smaller anodic area. Without the lining, galvanic corrosion causes the steel to corrode at the weld area, but at a much slower rate. The recommended practice is to apply lining to all of the alloy as well as the steel, thereby eliminating the possible occurrence of a large-cathode-to-small-anode surface.

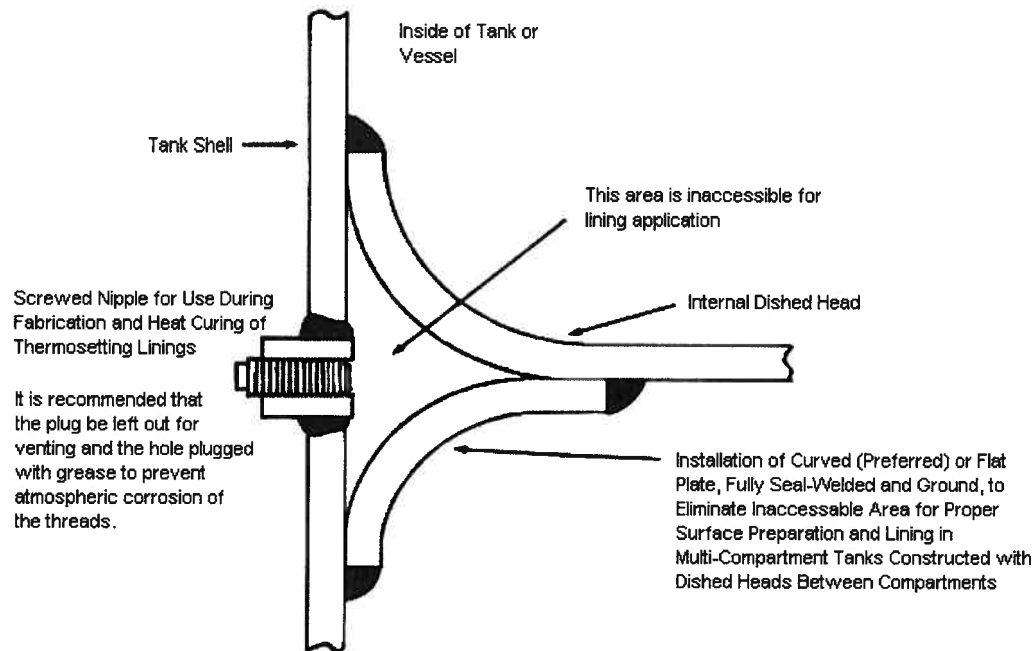


FIGURE A9

A technique (detail of fabrication) to allow for good continuity of lining application for inaccessible areas such as those in multicompartments tanks or vessels.

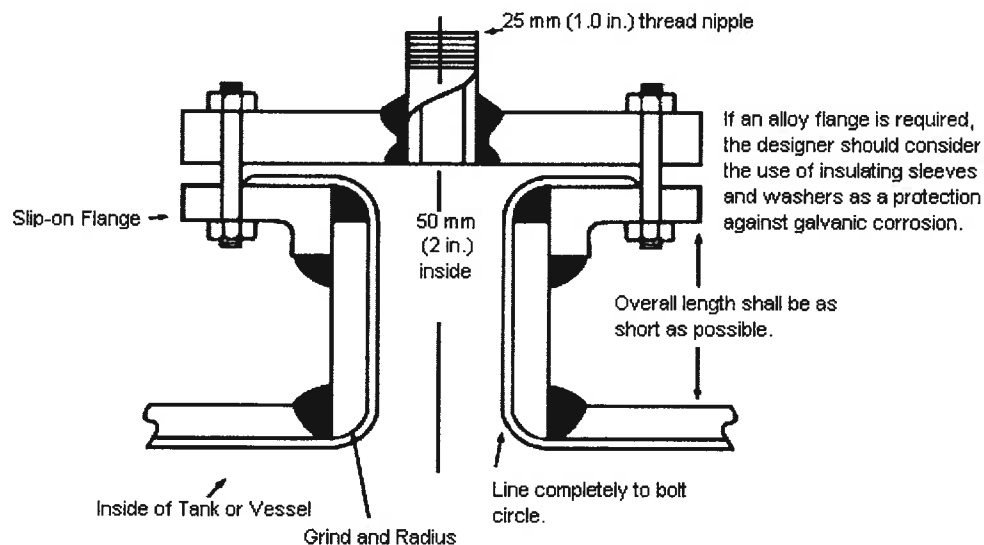


FIGURE A10

Minimum 50-mm (2-in.) diameter nozzle required for most thin-film linings. Thicker-film linings may require a larger-diameter nozzle. This diagram also illustrates fabrication practice where a threaded connection is required in a tank or vessel that requires a holiday-free lining.

APPENDIX B: Recommended Responsibilities

This appendix is a list of recommended responsibilities that should be assigned to the purchaser, designer, fabricator, lining applicator, and inspector in order to obtain a properly designed and fabricated tank or vessel for interior lining.

B1.1 Joint Responsibilities

B1.1.1 The purchaser, designer, fabricator, lining applicator, and inspector(s) should review and agree to the requirements involved before contractual agreements are made.

B1.1.2 The purchaser, in agreement with the fabricator and lining applicator, should assign responsibility for inspection of fabrication, surface finish, and lining application, and such responsibility should be defined in all contracts.

B1.2 Responsibilities of the Purchaser (Owner or User)

B1.2.1 The purchaser should be responsible for specifying and/or approving the detail requirements for design, fabrication, and surface finish to all parties concerned.

B1.2.1.1 The detailed requirements should be fully described in writing and include drawings of the tank or vessel to be fabricated and lined and service requirements.

B1.2.1.2 The purchaser should advise the designer, fabricator, lining applicator, and all inspectors of the detailed requirements, including time schedules, inspection, and acceptable requirements, in writing.

B1.3 Responsibilities of the Designer

B1.3.1 The designer should be responsible for including the required fabrication and surface details on all sketches and drawings related to the tank or vessel.

B1.4 Responsibilities of the Fabricator

B1.4.1 The fabricator should be responsible for adhering to the fabrication and surface finish details shown on the working drawings and described in the tank or vessel specifications.

B1.4.2 Responsibility for an inspection of the blast or any additional welding, grinding, or surface finishing that may be revealed by the surface preparation for lining, plus any subsequent reblasting, should be defined in the lining contract.

B1.4.3 The fabricator, when checking the quality of the weld, should use only those materials that can be readily and thoroughly removed by the fabricator after completion of the inspection procedure.

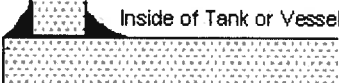
B1.5 Responsibilities of the Lining Applicator

B1.5.1 Responsibility for additional welding, grinding, or surface finishing that may be revealed by the surface preparation for lining, plus any subsequent reblasting, should be defined in the lining contract.

B1.6 Responsibilities of the Inspector(s)

B1.6.1 A qualified inspector whose qualifications and affiliation are acceptable to all parties should be responsible for the verification of fulfillment of design, fabrication, and surface finish requirements.

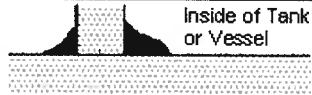
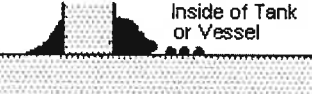
Appendix C—Written and Graphic Descriptions of Various Degrees of Surface Finishing of Welds That May Be Specified in Preparation for Lining of Tanks and Vessels^(A)

NACE Weld Preparation Designation	Type of Grinding	Butt Weld	Fillet Welded Tee Joint	Lap Weld
A	Ground flush and smooth; free of all defects. ^(B)	Weld spatter is removed and all surface imperfections are repaired as necessary. The weld is ground flush with the plate surface.	Not Applicable	Not Applicable
			Not Applicable	Not Applicable
B	Ground flush	Minor imperfections such as porosity and undercutting exist. The weld is ground flush with the plate surface.	Not Applicable	Not Applicable
			Not Applicable	Not Applicable
C	Ground smooth; free of all defects. ^(B)	Weld spatter is removed and all surface imperfections are repaired as necessary. The weld is ground smooth and blended into the plate surfaces.	Weld spatter is removed and all surface imperfections are repaired as necessary. The weld is ground smooth and blended into the plate surfaces.	Fillet weld between the two plates. Weld spatter is removed and all surface imperfections are repaired as necessary. The weld is ground smooth and blended into the plate surfaces.
				

^(A) The written descriptions of the various degrees of surface preparation of welds in the appendices of this standard take precedence over the graphics and the companion visual comparator. The graphics are only pictorial representations of welds and grinding finishes and are not intended to be representative of the integrity of the welds. The "weld condition prior to finishing" is not a typical weld; it is only intended to illustrate defects in welds that must be corrected prior to lining. Good welding practices and welding codes govern the integrity of the tank and vessel welds; this standard only addresses surface preparation of the welds for the purpose of lining the tank or vessel for immersion service.

The visual comparator mentioned in Appendix C is a molded plastic replica that illustrates various degrees of surface finishing for welds prior to coating or lining. Full-seam welds, skip welds, butt welds, lap welds, and others are depicted. For more information, contact the NACE International FirstService Department, 1440 South Creek Dr., Houston, Texas 77084-4906 (telephone +1 281/228-6200).

Appendix C (Continued)⁽¹⁾

NACE Weld Preparation Design	Type of Grinding	Butt Weld	Fillet Welded Tee Joint	Lap Weld
D	Ground smooth and blended. ⁽²⁾	Minor imperfections such as porosity and undercutting exist. Weld spatter is removed; welds are then ground smooth and blended into the plate surfaces.	Minor imperfections such as porosity and undercutting exist. Weld spatter is removed; welds are then ground smooth and blended into the plate surfaces.	Minor imperfections such as porosity and undercutting exist. Weld spatter is removed; welds are then ground smooth and blended into the plate surfaces.
				
E	Minimal	Sharp projections on the weld bead, slag, and weld spatter are removed.	Sharp projections on the weld bead, slag, and weld spatter are removed.	Sharp projections on the weld bead, slag, and weld spatter are removed.
				
Weld Condition Prior to Finishing				

⁽¹⁾ The written descriptions of the various degrees of surface preparation of welds in the appendix of this standard take precedence over the graphics and the companion visual comparator. The graphics are only pictorial representations of the welds and grinding finishes and are not intended to be representative of the integrity of the welds. The "as is" original weld is not a typical weld; it is only intended to illustrate defects in welds that must be corrected prior to coating and lining. Good welding practices and welding codes govern the integrity of the weld; this standard only addresses surface preparation of the welds for the purpose of coating and lining for immersion service.

⁽²⁾ Abrasive blasting in preparation for coating may reveal additional porosity and undercutting. Some applicators request the fabrication to blast the welds to reveal these imperfections prior to requesting inspection of the grinding by the lining applicator. Responsibility for repair of imperfections so revealed should be resolved in the pre-job conference.

The visual comparator mentioned in Appendix C is a molded plastic replica that illustrates various degrees of surface finishing for welds prior to coating or lining. Full-seam welds, skip welds, butt welds, lap welds, and others are depicted. For more information, contact the NACE International FirstService Department, 1440 South Creek Dr., Houston, Texas 77084-4906 (telephone +1 281/228-6200).

APPENDIX D

LETTERING/LOGO DETAILS

CITY LETTERING/LOGO



NORTH BRANCH



WEB: 42 / 129 / 196
PRINT: 80 / 42 / 0 / 0
HEX: #2A81C4
PMS: 7689 C



WEB: 172 / 110 / 41
PRINT: 27 / 58 / 100 / 12
HEX: #AC6E29
PMS: 7573 C



WEB: 65 / 64 / 66
PRINT: 0 / 0 / 0 / 90
HEX: #414042
PMS: 446 C



WEB: 0 / 95 / 52
PRINT: 93 / 36 / 96 / 32
HEX: #005F34
PMS: 3425 C



WEB: 18 / 74 / 133
PRINT: 100 / 80 / 20 / 5
HEX: #124A85
PMS: 7686 C



WEB: 0 / 133 / 69
PRINT: 98 / 20 / 100 / 9
HEX: #008545
PMS: 348 C

SCHOOL LOGO



APPENDIX E

SITE MAP

Limits of construction outlined in red
Do not obstruct access to maintenance garage
Coordinate with school staff to provide access to shipping containers





Prepared By: Sharon Wright, Finance Director

Presenter: Sharon Wright, Finance Director

Date: 02/19/2026

Board & Commission: City Council

Subject: Finance Update

Finance Update – January 2026

Cash and Investments

The City continues to maintain a strong liquidity position to support daily operations and overall financial stability.

- **Operating Cash:** Approximately **\$7.6 million** is held in checking and money market accounts.
- **Target Balance: \$6.0 million**, which provides sufficient liquidity while minimizing the risk of penalties associated with large invoices or pay applications.
- **Variance:** The January cash balance remains above the target; however, the first debt payments occur at the beginning of February.

In addition to cash equivalents, the City maintains **\$17.6 million** in diversified investments, including U.S. Agencies, U.S. Treasuries, Certificates of Deposit, and Bonds.

- **Average Earnings Rate (January): 3.95%**
- **Monthly Interest Income:** Approximately **\$50,000**

The investment portfolio continues to generate stable returns while maintaining a conservative investment strategy focused on safety and liquidity.

Liquor Store Fund Performance

The Liquor Store Fund reflects a stable start to the new year. While revenue decreased compared to the prior year, it is slightly higher than the three-year average. January typically represents a slower start to the year.

- **Revenue:** Increased 1.1% compared to the three-year average but was \$21,569 lower than January 2025 revenue.
- **Expenses:** Decreased 41% compared to the prior year.
- **Net Income Before Transfers:** \$107,485 profit.

The improved performance is largely attributable to stronger expense control and recent staffing changes.

General Financial Update

January 31, 2026 financial results remain **preliminary** as staff continue preparing for the **2025 financial audit**.

- **Technology Department:** Approximately **30% of the annual budget spent**, which is typical due to annual software licenses that renew each year on January 1.
- **Department Expenditures:** Some departments show lower spending compared to the prior year due to **Property & Casualty Insurance** and **Workers' Compensation Insurance** allocations, which occur later in the year and require additional processing time. These allocations will be completed and reflected in the February report.
- **EDA Fund:** Currently it shows a negative net position, which is expected as its primary revenue source—property taxes—is not received until July.

All other funds remain stable.

Overall Financial Position

- Liquidity remains strong and above target levels.
- Investment earnings continue to provide steady supplemental revenue.
- Liquor Store operations demonstrated improved profitability due to expense control.

Voting Requirements:

Bank Account Balances

1/31/2026

	EOM Balance	Interest Rate
Old National - Checking (0753)	997,695.55	0.0%
Old National - MM (2886)	4,634,318.15	3.45%
Associated - Checking (4089)	113,639.85	0.0%
Associated - MM (3859)	1,729,566.40	4.25%
Xpress Cash Balance	127,242.18	0.00%
Total Checking/Savings	\$ 7,602,462.13	

Investments

US Bank	15,624,700.05	Varies *
Neighborhood National CD	1,000,000.00	1.8%
Wells Fargo	1,066,398.94	Varies *
Total Investments	\$ 17,691,098.99	

Total Cash & Investments	\$ 25,293,561.12
-------------------------------------	-------------------------

US Bank and Wells Fargo investments have multiple types of investments with different interest rates that fluctuate from 2% to 5.05% with an average of 3.947%.

Monthly Report for Liquor Store - Council Report

January 2026

Percent of Year: 8.33%

Sales by Month	3 Year Avg				
	2026 Sales	Sales	2025 Sales	2024 Sales	2023 Sales
January	\$ 270,358	\$ 267,378	\$ 291,927	\$ 249,337	\$ 260,869
February	-	263,554	271,922	260,707	258,033
March	-	298,489	312,449	295,583	287,435
April	-	301,288	320,504	288,819	294,541
May	-	370,369	390,914	359,929	360,263
June	-	372,085	363,395	356,157	396,703
July	-	393,482	407,811	387,761	384,874
August	-	398,130	403,319	416,855	374,215
September	-	360,443	349,113	367,288	364,930
October	-	336,889	341,819	348,507	320,341
November	-	335,195	329,442	360,918	315,225
December	-	401,629	376,764	435,391	392,734
Total	\$ 270,358	\$ 4,098,931	\$ 4,159,379	\$ 4,127,252	\$ 4,010,162

YTD Sales compared to 3 Year Avg	\$ 2,981	YTD Sales compared to 3 Year Avg	101.11%
YTD Sales compared to 2024 Sales	\$ (21,569)	YTD Sales compared to 2024 Sales	92.61%

Expenses by Month	2026	3 Year Avg	2025	2024	2023
	Expenses	Expenses	Expenses	Expenses	Expenses
January	162,873	\$ 236,792	278,943	175,638	255,794
February	-	288,753	262,001	331,652	272,608
March	-	310,870	281,533	324,884	326,195
April	-	301,215	306,612	287,748	309,284
May	-	366,758	382,917	389,397	327,960
June	-	294,351	301,144	275,479	306,429
July	-	351,556	311,880	378,477	364,310
August	-	373,026	389,614	365,253	364,211
September	-	326,835	303,075	346,710	330,720
October	-	277,308	288,136	237,750	306,036
November	-	337,813	256,422	378,443	378,576
December	-	493,171	511,686	580,224	387,602
Total	\$ 162,873	\$ 3,958,447	\$ 3,873,964	\$ 4,071,654	\$ 3,929,724

YTD Expenses compared to 3 Year Avg	\$ (73,918)	YTD Expenses compared to 3 Year Avg	68.78%
YTD Expenses compared to 2023 Exps	\$ (116,070)	YTD Expenses compared to 2023 Exps	58.39%

	2025	3 Year Avg	2025	2024	2023
YTD Net Income (Before Transfers)	\$ 107,485	\$ 140,484	\$ 285,415	\$ 55,598	\$ 80,438
Net Income Percentage	39.76%	3.43%	6.86%	1.35%	2.01%

Gross Margin NOTE: Gross Margin measures the revenue generated less the cost of the items sold

	2025 Annual	Actual 2026	Actual	Actual
	Budget	YTD	East	West
Sales	\$ 4,403,671	\$ 270,358	\$ 192,745	\$ 77,613
Cost of Sales	3,383,127	99,283	71,078	28,205
Gross Margin	\$ 1,020,544	\$ 171,075	\$ 121,667	\$ 49,408
	23.2%	63.3%	63.1%	63.7%

Monthly Report for Liquor Store - Council Report

January 2026

Percent of Year: 8.33%

2026 Sales By Category

Month	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	270,358	107,604	116,593	27,997	9,513	8,652
February	-					
March	-					
April	-					
May	-					
June	-					
July	-					
August	-					
September	-					
October	-					
November	-					
December	-					
Total	270,358	107,604	116,593	27,997	9,513	8,652
Budget Total by Category	4,403,671	1,574,916	2,116,542	449,028	113,400	149,785

2026 Cost of Goods Sold By Category

Month	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	99,283	29,718	52,186	9,080	4,379	3,920
February	-					
March	-					
April	-					
May	-					
June	-					
July	-					
August	-					
September	-					
October	-					
November	-					
December	-					
Total	99,283	29,718	52,186	9,080	4,379	3,920
Budget Total by Category	3,383,127	1,211,475	1,629,167	345,406	81,000	116,079

Monthly Report for Liquor Store - Council Report

January 2026

Percent of Year: 8.33%

2025 Sales and Cost of Goods Sold for Comparison

2025 Sales By Category

Month	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	291,017	108,447	134,588	29,854	8,527	9,601
February	270,498	102,744	122,439	29,206	7,886	8,224
March	311,711	115,750	145,909	32,016	8,543	9,492
April	319,634	117,478	151,667	31,388	9,222	9,879
May	389,862	143,857	191,703	31,187	9,203	13,912
June	362,784	131,376	179,596	29,633	8,187	13,992
July	406,984	145,869	203,349	30,037	10,836	16,893
August	402,160	149,728	191,844	33,503	11,339	15,745
September	346,718	131,695	164,430	29,057	8,428	13,108
October	340,438	132,943	155,783	32,034	8,702	10,977
November	328,592	127,703	143,254	38,757	9,155	9,723
December	375,182	158,683	146,320	49,730	10,179	10,270
Total	4,145,579	1,566,272	1,930,884	396,400	110,207	141,817

Budget Total by Category

4,264,983	1,538,997	2,074,599	446,826	61,000	143,561
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2025 Cost of Goods Sold By Category

Month	Total	Liquor	Beer	Wine	THC	Non-Alcoholic
January	189,931	98,706	65,812	14,628	6,730	4,055
February	197,271	70,807	92,673	22,267	5,747	5,776
March	215,775	88,594	91,132	23,825	4,551	7,672
April	248,250	94,221	127,565	14,754	5,188	6,523
May	302,502	112,929	148,341	25,240	5,761	10,231
June	243,217	86,363	138,001	7,370	3,131	8,352
July	250,491	80,559	137,287	18,564	4,993	9,089
August	307,288	102,590	168,665	16,725	8,494	10,814
September	245,121	87,019	128,277	14,864	5,138	9,824
October	230,120	77,950	120,831	15,798	4,963	10,577
November	196,203	69,075	100,932	16,453	3,204	6,539
December	349,680	140,307	160,982	33,636	6,421	8,335
Total	2,975,850	1,109,121	1,480,498	224,124	64,321	97,787

Budget Total by Category

3,106,843	1,120,529	1,515,300	320,788	44,000	106,226
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City of North Branch

January 2026 Update

Percent of Year

8.33%

General Fund

	1/31/2026 Actual	1/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance - General Fund (2026 estimate)	\$ 5,021,391	\$ 5,333,430	\$ (312,039)		
Revenues:					
Taxes	\$ -	\$ -	\$ -	\$ 6,621,924	\$ 6,655,200
Licenses & Permits	4,049	30,031	(25,982)	377,050	377,050
Intergovernmental	-	-	-	1,670,112	1,670,112
Charges for Services	1,249	4,140	(2,890)	87,000	101,800
Fines & Forfeits	1,283	1,752	(469)	20,000	17,000
Other Revenue	26,877	22,006	4,871	220,000	154,000
Other Financing Sources	-	-	-	588,833	588,833
Total Revenues	\$ 33,458	\$ 57,928	\$ (24,470)	\$ 9,584,919	\$ 9,563,995
Expenditures:					
City Council	\$ -	\$ 102	\$ (102)	31,037	\$ 31,037
City Administrator	17,274	14,822	2,452	210,272	175,739
City Clerk	8,571	11,732	(3,160)	125,962	136,510
Elections	-	-	-	17,450	17,900
Technology	142,204	87,185	55,019	468,687	468,000
Human Resources	2,636	-	2,636	111,781	116,699
Finance	24,397	29,872	(5,474)	405,305	407,501
City Attorney	-	-	-	50,000	50,000
City Engineer	-	-	-	40,000	40,000
Legislative	-	-	-	30,000	31,500
Planning & Zoning	8,975	2,939	6,036	188,735	195,897
City Facilities	12,270	22,436	(10,166)	137,249	160,695
Police	259,670	340,820	(81,150)	2,971,290	3,149,421
Fire	21,980	39,483	(17,503)	772,544	864,133
Building Inspection	25,303	33,571	(8,268)	374,626	390,136
Civil Defense	297	-	297	8,000	4,200
Animal Control	-	-	-	9,000	9,120
Street Lights	5,686	-	5,686	70,000	70,000
Public Works	63,006	117,624	(54,617)	2,096,619	2,189,011
Parks	4,810	30,504	(25,694)	581,386	618,260
Library	20,232	6,041	14,191	132,618	110,536
Non-Dept Exps	-	52,310	(52,310)	640,402.00	615,400
Total Expenditures	\$ 617,311	\$ 789,438	\$ (172,127)	\$ 9,472,963	\$ 9,851,695
Net Postion increase/(decrease)	\$ (583,853)	\$ (731,511)	\$ 147,657	\$ 111,956	\$ (287,700)

EDA (201)

	1/31/2026 Actual	1/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance (2026 estimate)	\$ 560,062	\$ 215,421	\$ 344,641		
Revenues:					
Taxes	\$ -	\$ -	-	622,210	\$ 625,337
Intergovernmental	-	-	-	-	-
Other Revenue	3,800	6,623	(2,823)	11,400	3,800
Other Financing Sources	-	-	-	135,000	135,000
Total Revenues	\$ 3,800	\$ 6,623	\$ (2,823)	\$ 768,610	\$ 768,203
Expenditures:					
Operating Expenditures	\$ 8,625	\$ -	8,625	523,501	\$ 605,579
Total Expenditures	\$ 8,625	\$ -	\$ 8,625	\$ 523,501	\$ 605,579
Net Postion increase/(decrease)	\$ (4,825)	\$ 6,623	\$ (11,448)	\$ 245,109	\$ 162,624

Sewer Fund (602)

	1/31/2026 Actual	1/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance (2026 Estimate)	\$ 14,398,821	\$ 14,101,651	\$ 297,170		
Revenues:					
Charges for Services	\$ 4,560	\$ 17,297	\$ (12,737)	412,000	\$ 400,000
Utility Charges	168,653	107,827	60,826	1,820,000	1,802,000
Other Revenue	-	13,593	(13,593)	100,000	5,000
Other Financing Sources	-	-	-	237,572	237,572
Total Revenues	\$ 173,213	\$ 138,717	\$ 34,496	\$ 2,569,572	\$ 2,444,572
Expenditures:					
Sanitary Sewer	\$ 61,679	\$ 74,851	(13,172)	2,276,387	\$ 2,845,727
Total Expenditures	\$ 61,679	\$ 74,851	\$ (13,172)	\$ 2,276,387	\$ 2,845,727
Net Postion increase/(decrease)	\$ 111,534	\$ 63,867	\$ 47,668	\$ 293,185	\$ (401,155)

Liquor Store Fund (609)

	1/31/2026 Actual	1/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance (2026 estimate)	\$ 688,919	\$ 523,504	\$ 165,415		
Revenues:					
Liquor Store - East	\$ 192,745	\$ 202,039	\$ (9,294)	2,969,654	\$ 3,125,952
Liquor Store - West	77,613	88,978	(11,365)	1,213,833	1,277,719
Cost of Liquor Sold - East	(71,078)	(131,316)	60,238	(2,145,378)	(2,401,344)
Cost of Liquor Sold - West	(28,205)	(58,615)	30,410	(1,072,689)	(981,783)
Other Revenue	-	300	(300)	3,700	3,700
Total Revenues	\$ 171,075	\$ 101,386	\$ 69,689	\$ 969,120	\$ 1,024,244
Operating Expenses:					
Liquor Store - East	\$ 40,003	\$ 37,566	2,438	\$ 522,024	\$ 550,034
Liquor Store - West	23,587	27,710	(4,124)	229,549	353,966
Transfers	-	-	-	-	350,000
Total Operating Expenses	\$ 63,590	\$ 65,276	\$ (1,686)	\$ 751,572	\$ 1,254,000
Net Postion increase/(decrease)	\$ 107,485	\$ 36,111	\$ 71,375	\$ 217,548	\$ (229,756)
Net Profit Percentage	39.76%	12.40%		5.20%	

Stormwater Fund (612)

	1/31/2026 Actual	1/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance (2026 estimate)	\$ 6,363,933	\$ 6,467,061	\$ (103,128)		
Revenues:					
Utility Charges	\$ 26,449	\$ 16,936	9,513	465,000	\$ 465,000
Other Revenue	5,000	2,535	2,465	5,000	7,500
Other Financing Sources	-	-	-	-	547,791
Total Revenues	\$ 31,449	\$ 19,471	\$ 11,978	\$ 470,000	\$ 1,020,291
Expenditures:					
Storm Sewer	\$ 17,563	\$ 30,547	(12,984)	460,000	\$ 1,224,022
Total Expenditures	\$ 17,563	\$ 30,547	\$ (12,984)	\$ 460,000	\$ 1,224,022
Net Postion increase/(decrease)	\$ 13,886	\$ (11,076)	\$ 24,962	\$ 10,000	\$ (203,731)

Water Fund (615)

	1/31/2026 Actual	1/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance	\$ 17,437,084	\$ 17,004,602	\$ 432,482		
Revenues:					
Charges for Services	\$ -	\$ 11,900	\$ (11,900)	-	\$ 185,000
Water Charges	152,395	104,799	47,596	1,828,740	2,005,000
Other Revenue	2,945	1,881	1,063	35,337	50,000
Other Financing Sources	-	-	-	-	-
Total Revenues	\$ 155,340	\$ 118,580	\$ 36,759	\$ 1,864,077	\$ 2,240,000
Expenditures:					
Water	\$ 55,261	\$ 43,454	11,806	1,811,171	\$ 5,117,834
Total Expenditures	\$ 55,261	\$ 43,454	\$ 11,806	\$ 1,811,171	\$ 5,117,834
Net Postion increase/(decrease)	\$ 100,079	\$ 75,126	\$ 24,953	\$ 52,906	\$ (2,877,834)

Generation Fund (620)

	1/31/2026 Actual	1/31/2025 Actual	Current vs Prior Inc/(Dec)	Projected 2026	2026 Budget
Fund Balance	\$ 12,205,315	\$ 11,974,349	\$ 230,966		
Revenues:					
Charges for Services	\$ -	\$ -	\$ -	-	\$ -
Utility Charges	30,000	30,000	-	360,000	360,000
Other Revenue	-	-	-	-	-
Total Revenues	\$ 30,000	\$ 30,000	\$ -	\$ 360,000	\$ 360,000
Expenditures:					
Generation	\$ 12,474	\$ 43,663	(31,189)	498,000	\$ 2,324,304
Total Expenditures	\$ 12,474	\$ 43,663	\$ (31,189)	\$ 498,000	\$ 2,324,304
Net Postion increase/(decrease)	\$ 17,526	\$ (13,663)	\$ 31,189	\$ (138,000)	\$ (1,964,304)



Prepared By: Dan Meyer, Police Chief

Presenter: Dan Meyer, Police Chief

Date: 03/03/2026

Board & Commission: City Council

**Subject: Discussion regarding the Installation of Flock License Plate Reader (LPR)
Cameras Within the City Limits**

Overview/Background:

License Plate Reader technology has been utilized by law enforcement agencies for several years and has proven to be an effective tool in solving and reducing crime. LPR cameras capture still images of vehicle license plates and automatically compare plate numbers against national, state, and local databases. This process assists law enforcement in identifying stolen vehicles, missing persons, AMBER Alerts, and individuals who may be wanted or involved in criminal activity. When a match is detected, the system sends a real-time alert to on-duty officers.

Automated License Plate Readers do **not**:

- Capture video
- Record vehicle speeds
- Capture images of people or faces
- Use facial recognition technology
- Assist with parking or traffic enforcement

All data collected by LPR cameras is owned by the Police Department and may only be used for legitimate law enforcement purposes. Pursuant to Minnesota Statute 13.824, data collected by LPR systems is limited to:

- License plate numbers
- Date, time, and location data associated with vehicles

- Still images of license plates, vehicles, and the immediate surrounding area

In addition to real-time alerts, officers may search the database to support active criminal investigations. For example, if investigating a business burglary where the suspect's vehicle is described as a white van, officers may query the system for vehicles matching that description in the relevant area and timeframe. All searches must be tied to a legitimate, specified, and documented law enforcement purpose. Officers are not permitted to arbitrarily access or browse the database.

Data not associated with an active criminal investigation must be deleted no later than 60 days from the date of collection (Flock safety automatically deletes data after 30 days by default). Law enforcement agencies are required to maintain detailed logs of LPR use and are subject to an independent biennial audit, similar to current body-worn camera audit requirements.

LPR data sharing between law enforcement agencies is permitted and can significantly enhance investigative effectiveness and officer safety. For example:

- A vehicle involved in a burglary in our city may be detected in a neighboring jurisdiction.
- Shared data can alert officers if a vehicle is associated with violent criminal activity before initiating a traffic stop.

Currently, nearly 100 law enforcement agencies in Minnesota utilize automated LPR technology, including the following local agencies within Chisago County:

- Chisago County Sheriff's Office – 15 cameras throughout the townships and within the City of Rush City
- Wyoming Police Department – 4 cameras within the City of Wyoming
- Lakes Area Police Department – 4 cameras serving the Cities of Lindstrom and Chisago City

Law enforcement agencies throughout the county have reported several successful outcomes using their Flock LPR cameras. Sheriff Thyen recently presented statistical information to the Rush City Council, noting that 68 documented cases were successfully resolved with the assistance of the Flock camera system. The Lakes Area Police Department solved a hit-and-run incident at a local business and the Wyoming Police Department solved a harassment/stalking case using information obtained through the Flock system. In addition, officers and deputies

have recovered multiple stolen vehicles and located several wanted individuals within the county solely because of information provided by the Flock cameras.

I have met with representatives from Flock Safety on several occasions to discuss the potential installation of license plate reader (LPR) cameras within the city. Following these discussions, Flock Safety has provided both a quote and a tentative deployment plan. The proposal includes the placement of seven (7) Flock Safety cameras at key strategic entry points into the city. These locations were identified to help monitor primary ingress and egress routes:

- Highway 95 at the Isanti County line
- Highway 95 and Keystone Avenue
- Forest Boulevard and 420th Street
- Forest Boulevard and 360th Street
- Northbound I-35 south of Highway 95
- Southbound I-35 north of Highway 95
- Lincoln Trail at 360th Street

Financial and Budget Impacts:

Flock Safety provides cameras and software through a service subscription model, typically structured as a three-year contract. Flock retains ownership of the cameras and is responsible for maintenance and firmware/software updates. Cameras suffering from manufacturing defects are replaced at no additional cost. However, if a camera is stolen, vandalized, or otherwise damaged, the City will be responsible for replacement costs.

The current pricing structure is as follows:

- \$3,000 per camera per year
- One-time installation fee of \$650 per camera (\$4,550 total for seven cameras)

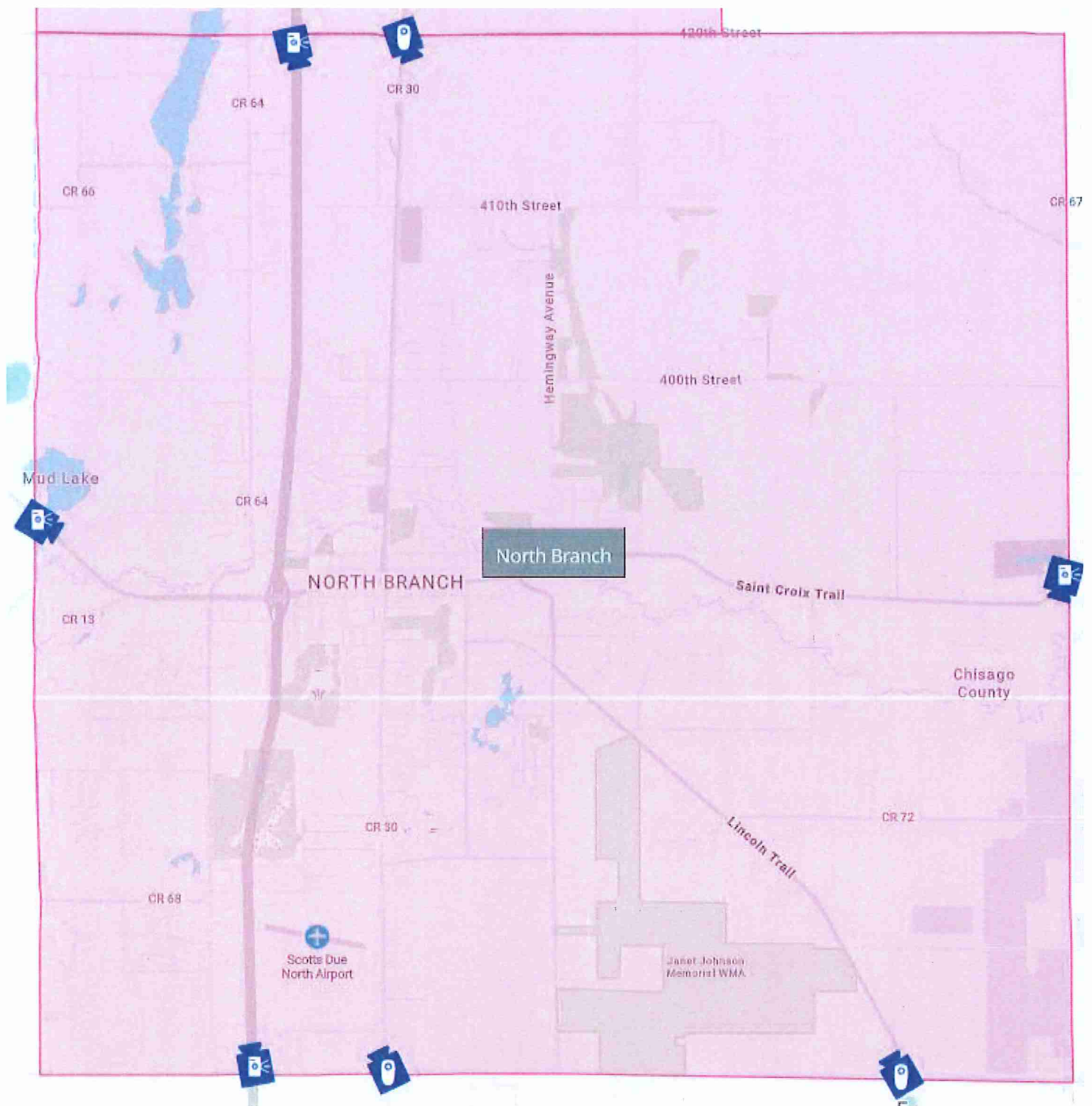
Flock Safety has indicated they would waive all installation fees if the City enters into the agreement, resulting in an annual cost of \$21,000 for seven cameras over the three-year contract term.

In consultation with Finance Director Sharon Wright, funding for this project could be allocated from the remaining Public Safety Funds received from the State.

Requested Action:

I wanted to bring this to the city council for discussion and to see if there was interest among the council to move forward with this project. Next steps could include scheduling a community information meeting/public hearing and bringing back a draft LPR policy for your review.

Voting Requirements:



Privacy Commitment

Let's defeat crime together.

Our commitment to **protecting the whole community**

Flock Safety helps thousands of cities prevent and eliminate crime with technology that captures objective evidence and delivers it into the hands that serve and protect. In our pursuit of a safer society, we place our commitment to protecting individual privacy and mitigating bias at the core of every policy and product we develop.

WE FOCUS ON PROTECTING PRIVACY AND ENABLING ACCOUNTABILITY

- Flock devices only capture objective evidence, whether vehicular, audio, or video. Flock does not enable predictive policing.
- Flock devices do not connect to databases to identify name, identifiers, addresses, or other information about people.
- The system always requires a documented search reason or case number every time a user accesses Flock data, creating a permanent audit trail for every user.
- Customers own 100% of all data captured on our devices. We never share or sell data with third parties.
- All images and metadata are encrypted in the cloud for maximum security compliance.
- Flock has created the first LPR Transparency Portal, provided to customers optionally for free, to document LPR usage, policies, and ROI for their community.



flock safety

City Perimeter



Product	Quantity	Total Price
LPR (7)(3k per unit, per year)	7	INCLUDED
One Time Installation Fee (\$650 per camera)(\$4,550) *Conditional*	7	INCLUDED
FlockOS	1	INCLUDED
First Year Flock Cost		\$21,000
Recurring Flock Cost		\$21,000



Wyoming MN PD

Transparency Portal

Last Updated: Tue Mar 03 2026

Overview

Wyoming MN PD uses Flock Safety technology to capture objective evidence without compromising on individual privacy. Wyoming MN PD utilizes retroactive search to solve crimes after they've occurred. Additionally, Wyoming MN PD utilizes real time alerting of hotlist vehicles to capture wanted criminals. In an effort to ensure proper usage and guardrails are in place, they have made the below policies and usage statistics available to the public.

Policies



What's Detected

License Plates, Vehicles



What's Not Detected

Facial recognition, People, Gender, Race



Acceptable Use Policy

Data is used for law enforcement purposes only. Data is owned by Wyoming MN PD and is never sold to 3rd parties.



Prohibited Uses

Immigration enforcement, traffic enforcement, harassment or intimidation, usage based solely on a protected class (i.e. race, sex, religion), Personal use.



Access Policy

All system access requires a valid reason and is stored indefinitely.



Hotlist Policy

Hotlist hits are required to be human verified prior to action.

Usage



Data retention (in days)

30 days



Number of LPR and other cameras

4



Hotlists Alerted On
NCMEC Amber Alert, MN BCA



Unique vehicles detected in the last 30 days
98,459



Hotlist hits in the last 30 days
1,321



Searches in the last 30 days
3



Public Search Audit
[Download CSV](#)



Organizations granted access to Wyoming MN PD data
Anoka County MN SO, Blaine MN PD, Chisago County MN SO, Columbia Heights MN PD, Coon Rapids MN PD, Corcoran MN PD, Cottage Grove Public Safety Dept (MN), Crystal MN PD, Cumberland WI PD, Dakota County MN SO, Dayton MN PD, Eagan MN PD, Elk River MN PD, Fridley MN PD, Hennepin County MN SO, Hopkins MN PD, Hudson WI PD, Lake City MN PD, Lakes Area MN PD, Lakeville MN PD, Maplewood MN PD, Mille Lacs County MN SO, MN - Isanti CO SO, Mounds View MN PD, New Brighton Dept of Pub Safety (MN), New Hope MN PD, New Richmond WI PD, Orono MN PD, Pine County MN SO, Plymouth MN PD, Prior Lake MN PD, Ramsey County MN SO, Ramsey MN PD, Roseville MN PD, Saint Croix Falls WI PD, South Saint Paul MN PD, Stillwater MN PD, University of Minnesota MN PD (Twin Cities), West Hennepin MN Public Safety Department, West Saint Paul MN PD, Woodbury MN DPS, Wright County MN SO

Additional Info

Department ALPR Policy
<https://www.wyomingmn.org/policepublications>

Provided by [Flock Safety](#)



Prepared By: Travis Miles, Human Resources Generalist

Presenter: Travis Miles, Human Resources Generalist

Date: 03/04/2026

Board & Commission: City Council

Subject: Consider amending Compensation Personnel Policy

Background:

North Branch Personnel Policy Section 19 Compensation outlines setting salaries and pay dates. It states in 19.01 Setting Salaries: Salaries for all City employees, not covered by collective bargaining agreements, are set in accordance with the wage and salary scales set forth in the Labor Agreement for the employees governed by the Minnesota Teamsters Public and Law Enforcement Employees' Union Local No. 320 (City Employees Unit), as per applicable employment contract or in the absence of an employment contract by the City Council, based on the recommendation of the City Administrator.

Section 19 doesn't specifically address Cost of Living Adjustments (COLA) when it comes to employees not covered by the CBA. COLA is in the CBA as "General Wage Increase." This amount is agreed on for each year for the life of the contract during negotiations. For example, the current contract has the "General Wage Increase" set at 3% for 2025, 3.5% for 2026 and 3.25% for 2027.

Recommended Action:

City staff recommends adding a subsection to section 19 as 19.03 Cost of Living Adjustments to state **Cost of Living Adjustments (COLA)** for all City employees who are not covered by a collective bargaining agreement shall be consistent with the "General Wage Increase" established in the Labor Agreement applicable to employees represented by the Minnesota Teamsters Public and Law Enforcement Employees' Union Local No. 320 (City Employees Unit).

Action Requested:

Approval of adding 19.03 Cost of Living Adjustments (COLA) to the City Personnel Policy.

Voting Requirements:

Voting Options Simple Majority



Prepared By:

Presenter:

Date: 03/04/2026

Board & Commission: City Council

Subject: Registration available for the Annual League of Minnesota Conference

Reach out to Administrator Hill if you are interested in participating.

Voting Requirements:

Voting Options Simple Majority



MINNESOTA'S LARGEST CITY CONFERENCE

JUNE 24-26

ANNUAL CONFERENCE



ROCHESTER

MAYO CIVIC CENTER

