

AGENDA

Tuesday, April 10, 2018

6:00 PM

Prior Lake City Hall

www.plslwd.org

BOARD OF MANAGERS:

Fred Corrigan; Curt Hennes; Charlie Howley; Mike Myser and Woody Spitzmueller

Note: Indicated times are estimates; actual times may vary considerably. Individuals with items on the agenda or who wish to speak to the Board are encouraged to be in attendance when the meeting is called to order.

Board Workshop 4:30 PM – Wagon Bridge Conference Room (Downstairs)

4:30-6:00 PM Officer Discussion
Liaison Discussion
2020 Management Plan Goals & Priorities Section
Emerging Issues

6:00 – 6:05 PM 1.0 **BOARD MEETING CALL TO ORDER & PLEDGE OF ALLEGIANCE**

6:05 – 6:10 PM 2.0 **PUBLIC COMMENT**

If anyone wishes to address the Board of Managers on an item not on the agenda or on the consent agenda please come forward at this time, turn on the microphone and state your name and address. (The Chair may limit your time for commenting.)

6:10 – 6:15 PM 3.0 **APPROVAL OF AGENDA** (Additions/Corrections/Deletions)

6:15-7:15 PM 4.0 **OTHER OLD/NEW BUSINESS**

- 4.1 Manager Presentations (Discussion Only)
- 4.2 Three Top Requests from MAWD (Discussion Only)
- 4.3 Programs & Projects Update (Discussion Only)
- 4.4 Alum Bid Acceptance and Contract for HAB for Spring Lake Alum Treatment (Vote)
- 4.5 Permit 18.03 City of Prior Lake Permit Woodside/Huron Neighborhood (Vote)
- 4.6 Permit 18.02 CSAH 42 Permit Application—Scott County (Vote)
- 4.7 Minor Plan Amendment Language and Process Schedule (Vote)

7:15-7:20 PM 5.0 **CONSENT AGENDA**

The consent agenda is considered as one item of business. It consists of routine administrative items or items not requiring discussion. Items can be removed from the consent agenda at the request of the Board member, staff member, or a member of the audience. Please state which item or items you wish to remove for separate discussion.

- 5.1 Meeting Minutes – March 13 Board Workshop & Board Meeting
- 5.2 CAC Meeting Minutes—March 29

7:20-7:30 PM 6.0 **TREASURER'S REPORT**

- 6.1 Claims List (Vote)
- 6.2 Cash & Investments (Discussion Only)
- 6.3 Financial Report (Discussion Only)

7:30 – 7:35 PM

7.0 UPCOMING MEETING/EVENT SCHEDULE:

- CWCU: Sunday, April 22 12:30-2:30 P.M. with Rain Event April 29 same time
- Spring Lake Association Meeting: Sunday, April 22 6:00-8:00 P.M. The Wilds
- CAC Meeting: Thursday, April 26 6:30-8:00 P.M. Prior Lake City Hall

PRIOR LAKE – SPRING LAKE

WATERSHED DISTRICT

April 2018

Programs & Projects Update

PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
CR 12/17 Wetland Restoration (Class 741) Project Lead: Maggie	<ul style="list-style-type: none"> Coordinated with AES to set restoration activity schedule for the year. 	<ul style="list-style-type: none"> Continue to work with AES on invasive species control. This spring, AES will herbicide the area along Sunset Avenue and prep it throughout the growing season so that it is ready to be reseeded with a native seed mix this fall. Move the large sign to a better viewpoint, with City assistance.
Lower Prior Lake Diagnostic Study Implementation LPDS Grant (Class 743) Project Lead: Maggie	<ul style="list-style-type: none"> Construction at the Sand Point Beach Park project continues to progress. Excavation and grading in the two basins continues and the berm on the lakeside of the future iron-enhanced sand filter area continues to be built up. The spring snow has put some delays on the project, but it is still anticipated to be complete by the end of May. Had a meeting with some of the neighbors to the north of the Sand Point Beach Park project to hear concerns about tree removals and construction activities. City is coordinating a follow-up meeting to work with the landowners to develop a planting plan and other items that will address the privacy and safety concerns of the neighborhood. 	<ul style="list-style-type: none"> Anticipate that construction at Sand Point Beach Park will be completed by the end of May. Order and install interpretive signs for projects. Neighborhood Meeting scheduled for April 12th at 6pm at City Hall.

PRIOR LAKE – SPRING LAKE

WATERSHED DISTRICT

April 2018

Programs & Projects Update

PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
Carp Management <i>In Lake Management (Class 611)</i> Project Lead: Amy & Maggie Carp Management Project (Class 747) Project Lead: Maggie & Kathryn	<ul style="list-style-type: none"> WSB developed preliminary design plans for the Northwood wetland barrier. Scheduled an upcoming meeting with the City of Prior Lake to discuss the project and work on an MOA for the barrier. Coordinating with the DNR on altering the outlet to include the barrier. Coordinated with local fisherman to try for a seine on Upper Prior Lake. Unfortunately, conditions were not lined up and not enough carp congregated to make the potential gain greater than the risk. Continued to track carp with YAGI antennae. Received notice from MPCA that the 319 grant proposal was recommended for funding. Should this pass through the EPA, the PLSLWD would receive \$80K from the spring of 2019 through the end of 2021. 	<ul style="list-style-type: none"> WSB and PLSLWD staff will continue to track the radio-tagged carp. Survey property line on Arvid's property on Spring Lake outlet to determine if there is a better location for the temporary barrier and PIT tag receiver. Prepare the Geis wetland for electrofishing efforts by creating a landing for the boat by the FeCl plant and by obtaining necessary permits. Survey the Fremont barrier area for a potential clearing and box net trap this spring to catch carp trying to go upstream to spawn. Update the Common Carp IPM Plan to be reviewed at next board meeting. Complete project workplan and budget for 319 grant.
Clean Water Fund Grants: Fish Point Park <i>Fish Point Park (Class 745)</i> Project Lead: Maggie	<ul style="list-style-type: none"> Coordinated with Minnesota Native Landscapes to set restoration activity schedule for the year. 	<ul style="list-style-type: none"> Work on water quality monitoring plan for 2018. Continue to work with Minnesota Native Landscapes on vegetation maintenance in the growing season.
Flood Storage Project Lead: Diane	<ul style="list-style-type: none"> Set up a meeting with another landowner 	<ul style="list-style-type: none"> Identify other landowners and meet with them.

PRIOR LAKE – SPRING LAKE

WATERSHED DISTRICT

April 2018

Programs & Projects Update

PROJECT	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
Spring Lake Parcel Restoration Project <i>Project Lead: Maggie & Kathryn</i>		<ul style="list-style-type: none"> • Order and install large sign visible from lake. • Monitor restoration and work with GRG on controlling invasive species during growing season. • Order and install small plant identification signs.
Raymond Park Restoration Project <i>Project Lead: Kathryn</i>		<ul style="list-style-type: none"> • Design educational interpretative signs. • Continue coordinating with Great River Greening and the City of Prior Lake. • Great River Greening will continue maintenance at park next year. Follow-up visits will keep buckthorn and other invasives at bay. Additional seeding will be done this year, if needed.
DU Wetland 2 Acquisition Project <i>Project Lead: Maggie</i>		<ul style="list-style-type: none"> • Coordinate sign removal from property this spring. • Meet with neighboring landowners this spring to develop management agreement.
Spring Lake Alum Treatment <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> • Re-Bid opening was March 23 and HAB was lowest bid • Notice of Award is in board packet for signature 	<ul style="list-style-type: none"> • Treatment in May

PRIOR LAKE – SPRING LAKE

WATERSHED DISTRICT

Operations Update

PROGRAM	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
Monitoring <i>Monitoring and Data Acquisition (Class 637)</i> Project Lead: Jaime	<ul style="list-style-type: none"> • Data management. • Finished all report cards • Database maintenance/entry. • Work on Monitoring Manual. • Installed equipment • Took samples 	<ul style="list-style-type: none"> • Data management. • Finish Monitoring Manual. • Install weather station in spring. •
Ferric Chloride System Operations <i>Ferric Chloride System (Class 611)</i> Project Lead: Jaime	<ul style="list-style-type: none"> • Completed monthly DMR report. • Opened treatment facility and Ferric is dosing • Took samples • Installed equipment • Weekly inspections 	<ul style="list-style-type: none"> • Monthly DMR Report. • Get quote and options for fish barrier at weir from WSB.
Farmer-Led Council <i>Ag/Farmer Initiatives (Class 611)</i> Project Lead: Maggie	<ul style="list-style-type: none"> • Conference call and FLC prep meeting with Tim Radatz from Discovery Farms and SWCD staff • SWCD completed mapping on the cover crop priority areas and finished cold calls to farmers in the Tier One and Tier Two areas which total 807 acres. • Sent out March FLC newsletter to farmers in the watershed. • Conduct FLC Meeting on April 6th. 	<ul style="list-style-type: none"> • Coordinate and promote FLC cover crop program and no-till program. SWCD to install cover crops for the program. • SWCD to get additional fields assessed for Lake Friendly Farm Program to further refine the scoring system before it is released this fall. Design and order Lake Friendly Farm program signs for 2018. • Next Farmer-Led Council meeting in July.
Permitting <i>Regulation (Class 648)</i> Project Lead: Maggie & Kathryn	<ul style="list-style-type: none"> • Attended second meeting with County on planning for CR-21 & Hwy 13 project. • Reviewed permit application or #18.02 and #18.03. Mailed notices out to landowners within 500 feet of the proposed permit activities that the project will be reviewed by PLSLWD. • Provided comments for the City of Prior Lake's upcoming project at Woodside/Huron neighborhood. Worked with the City on stormwater credits concept. • Began spring permit inspections and followed up with permittees on erosion & sediment control requirements. 	<ul style="list-style-type: none"> • Continue to inspect, follow-up on and close remaining open permits. • Present permit requests to the Board and make recommendations. • Issue Permits once conditional requirements are met.

PRIOR LAKE – SPRING LAKE

WATERSHED DISTRICT

Operations Update

PROGRAM	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
BMP Inspections <i>Regulation (Class 648)</i> Project Lead: Maggie & Kathryn	<ul style="list-style-type: none"> From the top interview candidates, two interns were selected to work for PLSLWD this summer: Katie Sickmann and Kara Van Lerberghe. Set up Trimble Catalyst equipment for surveying easement boundaries. Spring Conservation Easement newsletter was mailed out to 127 easement landowners. Responded to three easement inquiries from landowners. Coordinated with A579467 landowners on a proposed amendment that will likely come to the Board for approval at the next meeting. 	<ul style="list-style-type: none"> Review amendment requests as they are received. Create baseline documentation for each conservation easement property. Work with two remaining landowners of A722055 – Parcel B on amending the easement. Work with landowners to resolve violations. Work with SWCD to survey boundaries for two additional boundaries (in spring).
Citizen Advisory Committee <i>Education and Outreach (Class 652)</i> Project Lead: Diane & Kathryn	<ul style="list-style-type: none"> Meeting on March 29. Marianne Breitbach joined the CAC. She will draft a flier to market the CAC, per the committee's request 	<ul style="list-style-type: none"> Next CAC meeting is on April 26.

PRIOR LAKE – SPRING LAKE

WATERSHED DISTRICT

Operations Update

Website and Media

Education and Outreach (Class 652)

Project Lead: Diane & Kathryn

- **As of Mar 6th at 3 pm:**
- **Website articles posted—**
Restore Your Shoreline workshop; Apply for 2018 WQ Improvemnt Award; District welcomes Jeff Anderson; Mike Myser sworn in; Volunteers needed- precip & ice-out; low-flow gate open; Recognition of Marianne Breitbach
- **PLA articles:** article on Mike Myser; volunteers needed- precip/ice-out
- **Scott Co. SCENE articles:** two articles: one on flood mitigation and one on the CWCU
- Facebook & Twitter- continuing Trivia Tuesday (post question on Tuesday and separate post w/ answer on Wednesday).
- **Facebook:**
 - **301 page likes!**; 14 new likes
 - **Top Posts on FB:**
 - **Recognizing Marianne B** (1126 views, 120 likes, 200 post clicks, 5 shares)
 - **Trivia- old ice strength** (728 views, 18 likes/comments)
 - **Meet Mike Myser** (515 views, 13 likes, 25 post clicks)
 - **Trivia Answer-old ice half as strong** (362 views, 52 post clicks)
 - **PLSLWD historical ice-out records** (258 views, 39 link clicks)
 - **22 Posts w/ 100+ views**
- **Twitter:** generally same as the FB articles. 6400 total post impressions. 219 followers. 2 new followers.
- **19 Tweets w/ 100+ views**
- **Top Posts on Twitter**
 - **Shoreline resto workshop** (577
- Continue writing posts and updates about projects
- Will tweet and/or update Facebook about projects & news.

PRIOR LAKE – SPRING LAKE

WATERSHED DISTRICT

Operations Update

PROGRAM	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
	<ul style="list-style-type: none"> impressions (views), 2 engagements) <ul style="list-style-type: none"> ○ Historical PLSLWD lake ice records (493 impressions, 21 engagements) ○ General Mills farm transitioning to cover crops (387 impressions) ○ Shoreline workshop (380 impressions, 4 engagements) ○ Rain barrel cost-share (260 impressions, 5 engagements) 	
Cost Share Program <i>Land Mgmt (Class 611)</i> <i>Project Lead: Diane</i>	<ul style="list-style-type: none"> • Docket reviewed at the March meeting • SWCD provided an update on 2017 activities at the March meeting 	<ul style="list-style-type: none"> • Board will review eligible projects quarterly
Aquatic Vegetation Management and Surveys <i>(Class 626 and 637)</i> <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> • Reports received from Blue Water Science • Quote received for 2018 Blue Water Science surveys • 	<ul style="list-style-type: none"> • Apply for CLP treatment permits.
Planning (Class 626) and Admin (Class 405) <i>Project Lead: Diane</i>	<ul style="list-style-type: none"> • Weekly Staff Meetings. • Weekly One2One meetings with each staff member. • Bi-monthly meetings with Chair and Board. • Prior Lake Coordination Monthly Mtg. • Met with new manager to update him three times 	<ul style="list-style-type: none"> • Weekly Staff Meetings. • One2One meetings with each staff member. • Bi-monthly meetings with Chair and Board. • Prior Lake Coordination Monthly Mtg. • Continue working on 1W1P strategy with reps.

PRIOR LAKE – SPRING LAKE

WATERSHED DISTRICT

Outlet Structure and Channel

ACTIVITY	LAST MONTH'S STAFF ACTIVITIES	NEXT STEPS
Prior Lake Outlet Channel <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> Finished grouting and sealing Outlet Pipe connections. Televised outlet pipe Outlet channel inspections. Opened low-flow gate 	<ul style="list-style-type: none"> Weekly channel inspections. Repair boat launch gravel once erosion is taken care of up the hill. Complete safety procedures for Outlet Structure
Channel Bank Erosion (FEMA) <i>Project Lead: Diane</i>	<ul style="list-style-type: none"> Contacted landowners who haven't responded re. a Temporary Construction Easement Completed sediment delta project 	<ul style="list-style-type: none"> Continue to contact landowners to obtain temporary construction easements Waiting for final FEMA okay Bi-monthly construction calls
JPA/MOA & TAC Meetings & Admin <i>Project Lead: Diane & Jaime</i>	<ul style="list-style-type: none"> TAC Meeting on MOA Revisions 4/4/18 	<ul style="list-style-type: none"> Cooperator Meeting on 4/12/18
Invasive Species Removal <i>Project Lead: Jaime</i>	<ul style="list-style-type: none"> Reviewed work plan and budget w/AES for 2018 	
MS4 Permit <i>Project Lead: Diane</i>		<ul style="list-style-type: none"> MS4 procedures will be finalized with assistance from WSB. Apply for new permit by June 30.
PLOC Easements <i>Project Lead: Diane</i>		<ul style="list-style-type: none"> Continue negotiations with Beckler and Muhlenhardt

Contract Documents

Spring Lake Alum Treatment Phase II

Prior Lake-Spring Lake Watershed District

February 2018



*4300 MarketPointe Drive
Minneapolis, MN 55435-4803
Phone: (952) 832-2600
Fax: (952) 832-2601*

Division 0 – Bidding and Contract Documents

SECTION 00005 TABLE OF CONTENTS

Division 0

Bidding and Contract Documents

00005	Table of Contents
00010	Advertisement for Bids
00020	Instructions to Bidders
00025	Addenda Form
00030	Bid Form
00040	Form of Agreement
00050	Notice of Award
00060	Notice to Proceed
00070	Performance Bond
00080	Payment Bond
00090	Payment Request Form
00100	Contractors' and Subcontractors' Insurance
00110	General Conditions
00111	Supplementary General Conditions
00120	Change Order Form

Division 1

General Specifications

01000	Summary of Work
01010	Measurement and Payment
01015	Payment Procedures
01070	Project Meetings
01080	Submittals
01085	Safety
01095	Closeout Procedures
01100	Mobilization and Demobilization

Division 2

Technical Specifications

02400

Chemical Treatment

Divisions 3 through 16 – [NOT USED]

I hereby certify that these specifications
were 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.

A handwritten signature in black ink, appearing to read 'Gregory J. Wilson', with a long horizontal flourish extending to the right.

Gregory J. Wilson, P.E.

Reg. No. 25782 Date 2/27/2018

SECTION 00010
ADVERTISEMENT FOR BIDS

February 27, 2018

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District
Class of Work: Chemical Treatment
Project Location: Scott County, Minnesota
Pre-Bid Meeting: N/A
Bids Close At: 10:00 AM, Friday, March 9th, 2018

1.1 NOTICE TO CONTRACTORS

Sealed Bid Proposals for the furnishing of all labor, materials and all other items necessary to complete the work described herewith, will be received by Prior Lake - Spring Lake Watershed District at its office located at 4646 Dakota Ave., Prior Lake MN 55372, until 10:00 AM, March 9, 2018, at which time such bids will be opened and read aloud. The work, in accordance with drawings and specifications prepared by Barr Engineering Company consists of the following major items of work:

Chemical Treatment

Complete digital project documents are available at www.questcdn.com. You may download the digital plan documents for twenty dollars (\$20.00) by inputting Quest Project # 5592749 on the website's Project Search page. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading, and working with this digital project information. An optional paper set of project documents may also be examined and/or obtained at the office of the Engineer. Potential bidders may obtain the documents for a nonrefundable price of one hundred dollars (\$100.00) per set. Please make your check payable to Barr Engineering Co. and send it to 4300 MarketPointe Drive, Suite 200, Bloomington, Minnesota 55435. Please contact us at Phone: 952-832-2600; or Fax: 952-832-2601 if you have any questions. Partial sets of documents will not be issued. All communications relative to this project should be addressed to the ENGINEER Attn: *Greg Wilson*, gwilson@barr.com; 952-832-2672 prior to opening of the Bid.

Bid Proposals shall be submitted on forms furnished for that purpose.

Each bid proposal shall be accompanied by a "Bid Security" in the form of a certified or cashier's check made payable to Prior Lake - Spring Lake Watershed District ("OWNER") in an amount not less than five percent (5%) of the total bid, or a surety bond in the same amount, running to the OWNER, with a surety company duly authorized to do business in the state of Minnesota, such Bid Security to be a guarantee that the bidder, if awarded a contract, will enter into a contract with Prior Lake - Spring Lake Watershed District; and the amount of the certified check will be retained or the bond enforced by the OWNER in case the bidder fails to do so. The OWNER will retain the deposits for the three lowest bidders until the contract has been awarded and executed but not longer than sixty (60) days. No bid may be withdrawn for a period of thirty (30) days following the bid opening.

No PRE-BID meeting will be held for this project.

The bid of the lowest responsible bidder is intended to be accepted on or before the expiration of sixty (60) days after the date of the opening of bids. The OWNER, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies, and further reserves the right to award the contract in the best interest of Prior Lake - Spring Lake Watershed District.

END OF SECTION

SECTION 00020

INSTRUCTIONS TO BIDDERS

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District
Class of Work: Chemical Treatment
Project Location: Scott County, Minnesota
Pre-Bid Meeting: N/A
Bids Close At: 10:00 AM, Friday, March 9th, 2018

The attached Specifications, including drawings incorporated by reference and a complete set of forms of Bid Proposal, Bid Bond, Agreement, and other Contract Documents, are furnished for convenience of the Bidders and are not to be detached, filled out or executed. Separate copies of Bid Proposal forms will be furnished for the purpose of submission of bids. In submitted Bid Proposals, bidders shall comply with the following instructions that shall control as to the submission of bids.

Bidders are responsible to review insurance requirements and ensure that conforming certificates and endorsements can be provided as required.

1. DEFINED TERMS

- A. The term "Mn/DOT" in reference to a specification shall mean the latest published edition of the Minnesota Department of Transportation's Standard Specifications for Highway Construction, as modified by any Mn/DOT Supplemental Specification edition published prior to the date of the Advertisement.
- B. The term "Bidder" means one that submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to the Bidder
- C. The term "Successful Bidder" means the lowest, qualified, responsible and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The Successful Bidder becomes the CONTRACTOR upon execution of the Agreement.
- D. The term "Bidding Documents" includes these Instructions to Bidders, the Bid Proposal, and the other Contract Documents (including all addenda issued prior to receipt of Bids).
- E. The term "Bidding Requirements" means those set forth in this Information Available to Bidders and on the Bid Form and otherwise in the Contract Documents.
- F. The term "Mn/DOT" means Minnesota Department of Transportation.
- G. The term "ENGINEER" means Barr Engineering Company.
- H. The term "OWNER REPRESENTATIVE" means the PLSLWD Engineer under contract to monitor and advise the PLSLWD for the purpose of increasing the quality of the project and assisting the PLSLWD Project Manager.

2. CONTRACT DOCUMENTS

The Contract Documents shall consist of the following:

Modifications (Change Orders, Work Change Directives and Field Orders)
Notice to Proceed
Addenda

Notice of Award
Agreement
Instruction to Bidders
Contract Drawings
Technical Specifications
Payment Bond
Performance Bond
Insurance
Supplementary Conditions
General Conditions
Completed Bid Form
Advertisement for Bids

In the case of a discrepancy between or among any of the technical terms and conditions set forth in any of the Contract Documents, the condition or term discrepancy shall be resolved by applying the Contract Documents in the order of priority listed above.

Technical terms used in a Contract Document shall have the meaning given by a specific definition of the term in that document, or if there is not such a definition, the term shall be governed by common understanding within engineering practice.

3. COPIES OF PROPOSED CONTRACT DOCUMENTS

- A. Complete sets of the proposed Contract Documents may be obtained from the OWNER for the deposit sum stated in the Advertisement for Bids. Plans and specifications shall only be available on a non-refundable, per set basis, with all contractors and vendors being charged the same. Plan holders may obtain more than one set of plans and specifications for the stipulated amount; however, all are non-refundable.
- B. Complete sets of the proposed Contract Documents must be used in preparing Bids. The OWNER, OWNER REPRESENTATIVE and ENGINEER do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Contract Documents.
- C. OWNER and ENGINEER in making copies of the Contract Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use.

4. QUALIFICATIONS OF BIDDERS

- A. If requested, the low Bidder shall submit to OWNER written documentation which demonstrates the Bidder's ability to complete the Work as specified and to demonstrate qualifications to perform the Work. Written documentation, including a copy to the ENGINEER, shall be received by the OWNER within seven (7) calendar days following the request by the OWNER. This documentation may include, but shall not be limited to a description of present commitments; description of the Bidder's project experience in the past five years including nature of project, owner's name, dollar value and name of bonding company; a description of the Bidder's equipment, key personnel and resources which demonstrate the Bidder's ability to successfully complete the Work; a list of subcontractors Bidder proposes to use; and such other information the OWNER believes is necessary to judge Bidder's ability and qualifications.

5. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents and become thoroughly familiar with all terms, conditions, and requirements; (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work; (c) consider federal, state and local Laws, Codes, Ordinances, and Regulations that may affect cost, progress, performance or furnishing of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract Documents.

(intentionally left blank)

- B. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain such reasonable additional examinations, investigations, explorations, tests and studies, and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, underground facilities and utilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of the Work, and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents. Bidder's failure to conduct or perform such reasonable examinations, investigations, explorations, tests, and studies or obtain additional information, shall represent that Bidder's Bid has included adequate cost contingencies as Bidder deems necessary for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- C. It is the Bidder's responsibility to obtain access to the site to conduct such explorations and testing as Bidder deems necessary for submission of a Bid. Bidder shall be responsible for restoration of all such lands to a condition equal to or better than the existing condition of such lands.
- D. The approximate boundaries of lands upon which the Work is to be performed, rights-of-way, and easements for access thereto, other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Drawings.
- E. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this section and that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and by such means, methods, techniques, sequences or procedures of construction as may be specifically indicated in or required by the Contract Documents, if any, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. Except where means, methods, techniques, sequences or procedures of construction are specifically stated herein, the CONTRACTOR shall choose same in order to achieve the specified results.
- F. Permits and easements will be acquired by the OWNER, except as listed below. The CONTRACTOR and shall be responsible for acquiring the listed permits and approvals prior to Notice to Proceed. The CONTRACTOR will be required to pay any associated fees:

The OWNER is responsible to acquire the following permits or approvals:

- *Minnesota Pollution Control Agency notification*
- *Approval from the Minnesota Department of Natural Resources for public access to Spring Lake.*

The CONTRACTOR shall be responsible to acquire the following permits and approvals that are specific to the construction methods and equipment to be employed by CONTRACTOR:

- *Approvals from the Spring Lake Township and Minnesota Department of Natural Resources for haul route, traffic control, operating hours and maintenance of staging area.*

Information on easements and permits obtained by the OWNER are available from the OWNER and will be discussed at the Pre-bid meeting.

- G. Prior to the submittal of Bids, if any potential Bidder is in doubt as to the true meaning of the Contract Documents or requires clarifications, that potential Bidder shall submit to the ENGINEER a written request for an interpretation or clarification thereof. The Bidder submitting the request shall be responsible for prompt delivery. Interpretations and clarifications considered necessary by the ENGINEER in response to such requests will be issued by Addenda mailed or delivered to all parties recorded by the OWNER as having received the Contract Documents. Requests received less than five (5) calendar days prior to the date for opening of Bids may not be answered by Addenda. Only interpretations and clarifications issued by Addenda will be binding. Oral interpretations and clarifications will be without legal effect.
- H. The estimate of quantities as shown in Section 00030, Bid Form, shall be used as the basis for calculation upon which the award of Contract will be made and for calculation of the initial Contract Price, but these quantities are not guaranteed to be accurate and are furnished without liability on the part of OWNER and ENGINEER. The actual quantities of the various items of work performed can be expected to differ from the estimates indicated on the Bid Form and will affect the final Contract Price. The CONTRACTOR shall cooperate with and assist the ENGINEER as necessary to obtain the actual measurements required for the ENGINEER's determination of the actual quantities. The CONTRACTOR may also be required to furnish to the ENGINEER or/and OWNER REPRESENTATIVE, on a daily basis, daily reports stating information such as quantities of work performed, labor force used, hours worked, equipment used, and the amount of time the equipment was operated.
- I. It is the intent of the Contract Documents to cover all aspects of the Work. Should there be some item or items shown on the Drawings or described in the Specifications, required to complete the Work, but not specifically included in any of the unit prices on the bid form or as amended by modifications to the Contract, these items and the furnishing of all necessary labor, materials and equipment shall be considered incidental to the Work and no additional compensation will be provided.**
- J. Any Addenda issued during the time of the bidding or forming a part of the Contract Documents acquired by the Bidder for the preparation of a Bid shall be included in the Bid and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the Bid Form. **Failure on the part of the Bidder to so acknowledge receipt of Addenda may be cause for a bid to be deemed non-responsive.**

6. PRE-BID MEETING

There will be no pre-bid meeting.

7. BID SECURITY

- A. Each Bid must be accompanied by Bid Security made payable to the OWNER in an amount of five (5) percent of the Bidder's total base Bid price and in the form of a certified or bank check or a Bid Bond issued by a surety meeting the requirements outlined in the General Conditions.
- B. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Performance and Payment Bonds and Certificates of Insurance, and Endorsements whereupon the Bid Security will be returned to CONTRACTOR. If the Successful Bidder fails to execute and deliver the Agreement, Bonds and Insurance documents within ten (10) calendar days after Notice of Award, OWNER may annul the Notice of Award and the Bid Security will be forfeited.
- C. The Bid Security of the second and third low Bidders may be retained for 60 calendar days after the closure of Bids, or if earlier, until a contract is awarded. Bid Securities will be returned at that time. Bid Security of all other Bidders will be returned within ten (10) days after the closure of Bids.

8. CONTRACT TIME

- A. The CONTRACTOR shall be prepared to commence the Work within three (3) calendar days of the date of the Notice to Proceed. The Notice to Proceed will be accompanied by the Engineer's statement that conditions are suitable for alum application.
- B. Aluminum sulfate treatment of Spring Lake shall be substantially complete within 10 Working Days after commencement of Work. A Working Day is defined as a day, or at least 10 hours thereof, when conditions are suitable for alum application.
- C. The Engineer has the sole authority to determine whether conditions are suitable or unsuitable for alum application on the basis of the criteria in Section 02400 and by exercise of its judgment. The Engineer will advise CONTRACTOR of its determinations by the following means:

FIELD MEMORANDUM

and will document its determinations in writing.

- D. On the Engineer's advice that conditions are unsuitable for alum application, CONTRACTOR will cease application immediately. When Engineer thereafter advises CONTRACTOR that conditions are again suitable, CONTRACTOR shall recommence alum application no later than the [second] calendar day after receipt of the Engineer's advice.

9. LIQUIDATED DAMAGES

All time limits stated in Section 8, above, are of the essence in and to the Agreement. OWNER and CONTRACTOR recognize that time is of the essence with regard to completion of the Work, and that

any delay in performance of the Work will jeopardize completion of the Work this calendar year and may require that the Work be delayed for at least six months, and that OWNER will suffer administrative costs and financial loss, water management opportunity loss and other loss if the Work is not performed in accordance with the time constraints stated in Section 8, plus any extensions thereof allowed in accordance with the General Conditions. Accordingly, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as penalty), CONTRACTOR shall pay OWNER \$500 for each calendar day during which CONTRACTOR is not in compliance with a time limit in Subsection 8.A, 8.B or 8.D, above. Liquidated damages will be cumulative to the end of the calendar year or until application is no longer possible as a result of the temperature criterion of Section 02400, paragraph 3.05.F, whichever occurs first. Both parties agree that costs and loss specified hereunder are difficult to accurately quantify and that the specified amount is a reasonable approximation of the damages that would be suffered by the OWNER.

10. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Agreement, if a contract is awarded, will be on the basis of materials and equipment described in the Drawings or stated in the Specifications without consideration of possible substitute or "Or-Equal" items. The procedure for submission of any application and consideration of application for Substitute or "Or-Equal" materials is set forth in the Specifications. All substitution submittals will be provided by the CONTRACTOR to the ENGINEER and the OWNER REPRESENTATIVE.

11. BID FORM

- A. The Bid Form is included with the Specifications/Bid Package and Contract Documents; additional copies may be obtained from the ENGINEER.
- B. The blanks on the Bid Form must be completed in ink or typed.
- C. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- D. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- E. All names must be typed or printed below the signature.
- F. The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- G. The address, telephone number and fax number for communications regarding the Bid must be shown.

12. SUBMISSION OF BIDS

Bids shall be submitted as set forth in the Agreement as follows:

- A. Oral, FAX or email proposals or modifications will not be accepted.

- B. It is the sole responsibility of the Bidder to see that the submitted Bid is received in proper time. Any Bid received after the scheduled closing time for receipt of the proposals will not be considered and will be returned to Bidder unopened.
- C. **Discrepancies in the multiplication of units of Work shown on the Bid Form with unit prices Bid by Bidder will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures on the Bid Form and the correct sum thereof will be resolved in favor of the correct sum.**
- D. All bid proposals shall be submitted on the unaltered forms included with these Contract Documents in Section 00030. The blank spaces on the proposals shall be filled in correctly in ink or typewritten where indicated for each and every item for which a quantity is given, and the Bidder shall clearly indicate the prices for which he/she proposes to do each item of work contemplated. Additional copies of the Bid Form and other forms may be obtained from the ENGINEER.
- E. The Bid Form including required attachments shall be submitted in a sealed envelope clearly marked: "BID PROPOSAL: Spring Lake Alum Treatment Phase II, Prior Lake - Spring Lake Watershed District" and shall also include the name of the Bidder.
- F. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notification "BID ENCLOSED" on its face.
- G. The Bid Proposal shall be delivered to:

Prior Lake - Spring Lake Watershed District
4646 Dakota Avenue
Prior Lake, MN 55372

Bids must be stamped received by Prior Lake - Spring Lake Watershed District no later than the date and time stated in the Advertisement for Bids, unless modified by Addendum. All other Bids will be returned, unopened to the Bidder.

13. WITHDRAWAL OF BIDS

No Bid Proposal shall be withdrawn except with the consent of the OWNER for a period of thirty (30) days after the date set for the opening of bids, or until the Bid Proposal is returned by OWNER, or the Agreement is executed by the Successful Bidder.

14. OPENING OF BIDS

Bids will be opened publicly and read aloud in such place as designated at the time and the date set in the Advertisement for Bids. Bidders or their authorized agents are invited to be present.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will remain subject to acceptance for thirty (30) calendar days after the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

16. REJECTION OF BIDS AND AWARD OF CONTRACT

- A. OWNER reserves the right to reject any and all Bids, to waive any and all irregularities, informalities, or discrepancies that do not confer competitive advantage on Bidder and to negotiate contract terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion of responsibility established by OWNER.
- B. If the Contract is to be awarded, it will be awarded to the lowest responsible and responsive Bidder whose evaluation by OWNER indicates to OWNER that the Award will be in the best interest of the Project.
- C. If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within thirty (30) calendar days after the day of the Bid opening.

17. CONTRACT SECURITY

Performance and payment bonds will be submitted and maintained by CONTRACTOR in accordance with Sections 00070 and 00080 and the remaining Contract Documents. When the Successful Bidder delivers the executed Agreement to OWNER, the required Performance and Payment Bonds must accompany it.

18. SIGNING OF AGREEMENT

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) calendar days thereafter Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER along with the required Bonds, certificates of insurance, additional insured endorsements and any other required submittals. OWNER or ENGINEER will review required submittals and may require Successful Bidder to make revisions. Successful Bidder shall make required revisions and resubmit to OWNER within five (5) calendar days of OWNER'S request for such revision. Within thirty (30) days upon final receipt of all acceptable materials, OWNER will deliver one (1) fully signed counterpart of the Contract Documents to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Contract Documents with appropriate identification. Failure to deliver a complete set of Contract Documents does not have the effect of modifying the definition of the Contract Documents.

19. PAYMENT AND RETAINAGE

- A. Provisions concerning progress payments and final payment are set forth in the General Conditions and the other Contract Documents.
- B. No payment amounts on account of materials and equipment delivered to the site prior to application will be made. Progress payments will only be made when materials are completely installed in accordance with the Contract Documents.

- C. Retainage shall be 5 percent (5%) of the value of the Work completed to date.
- D. Payment requests are due from CONTRACTOR no later than 13 calendar days prior to the second Tuesday of each month.

20. TREATMENT PLANNING CONFERENCE

Prior to the beginning of treatment operations, a treatment planning conference will be held at which time the CONTRACTOR will supply for the ENGINEER's approval a copy of the CONTRACTOR proposed project schedule as provided for in the General Conditions.

****END OF SECTION****

SECTION 00025

ADDENDA FORM

Addendum No. *<#>*

to the Specifications/Bid Package for

Spring Lake Alum Treatment Phase II

For: **Prior Lake - Spring Lake Watershed District**
Dakota Avenue
Prior Lake MN 55372

Prepared By: *<name>*
<registration>
<company>
<email>
<phone>

Any revisions to any of the Contract Documents made by this Addendum shall be considered as the same revision to any and all related areas of the Contract Documents not specifically called out in the Addendum.

The Bidder shall acknowledge receipt of this Addendum by signing behind the addendum number in the space provided on the BID FORM.

Date: *<insert date>*

The following clarifications and are hereby made to the Specifications/Bid Package for
<Project Name>, _____ County, Minnesota.

<name> *MN Registration No.* _____
<date>

Addendum No. <#>
To the Contract Documents for
Spring Lake Alum Treatment Phase II
File #0185-<0000>

Date: <insert date>

Bids Close: <insert date> at _:00 P.M./A.M. CST

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

All bidders submitting a bid on the above Contract shall carefully read this Addendum and give it consideration in the preparation of their bid. The following are clarifying statements and modifications to the Contract documents.

<Insert clarifying statements and modifications to the contract documents. Send to each Plan Holder whether or not they are considered to be a potential bidder. Certified mail is best to avoid potential problems with Contract Award>

**** END OF SECTION****

SECTION 00030

BID FORM

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District
Class of Work: Chemical Treatment
Project Location: Scott County, Minnesota
Pre-Bid Meeting: N/A
Bids Close At: 10:00 AM, Friday, March 9th

To: Prior Lake - Spring Lake Watershed District
Dakota Avenue
Prior Lake MN 55372

Date _____, 20__

Proposal of _____
Bidder

Address

Pursuant to the Advertisement for Bids for the Spring Lake Alum Treatment Phase II to furnish all necessary machinery, equipment, tools, labor, materials and all necessary means of construction and deliver materials and to do and perform all work set forth below (the "Work") at rates and at a total price or prices as hereinafter set forth, in accordance with the Contract Documents, the Drawings and Specifications, and addenda thereto on file in the office of the OWNER and ENGINEER.

First: In submitting this Bid Proposal, the undersigned bidder understands and agrees that the Instructions to Bidders and other Contract Documents referred to therein control and, without limiting the foregoing, that this Bid Proposal is based upon the following undertakings:

1. That Bidder to the extent it deems necessary, has inspected the site of the work and existing construction in the areas of the proposed work, and is informed as to the condition thereof as the same bears on the work to be performed.
2. That Bidder has received and examined the Drawings and Specifications, and is informed of all addenda thereto, and of the forms of the Contract Documents, including but not limited to the Agreement, Insurance documentation and Performance and Payment Bonds to be furnished in the event a contract is awarded.
3. Certain types of equipment and kinds of material are described in the specifications by means of trade names and catalog numbers and/or manufacturer's names. The Agreement, if awarded, will be on the basis of materials and equipment described in the Drawings or stated in the Specifications without consideration of possible substitute or "or-equal" items. In some cases, it is indicated in the Drawings or stated in the Specifications that a substitute or "or-equal" item of

material or equipment may be furnished or used by CONTRACTOR. If approved, application for such approval will not be considered by ENGINEER or OWNER REPRESENTATIVE until after the Effective Date of the Agreement. The procedure for submission of any such application and consideration of application is set forth in the General Conditions. Bidder acknowledges that this proposal is submitted in strict accord with specified requirements, and other requirements of these documents.

4. That Bid Proposals will be opened and read aloud at the aforesaid Prior Lake - Spring Lake Watershed District office at 10:00 AM, Friday, March 9th, 2018 and only Bid Proposals received at or prior to 10:00 AM, Friday, March 9th, 2018 will be accepted.
5. The OWNER intends to award a contract to the lowest responsive responsible bidder. The OWNER, however, reserves the right to reject any or all bids and to waive any minor irregularities, informalities or discrepancies.
6. That the Bid proposal and the Bid Security submitted herewith may not, except with the consent of the aforesaid OWNER, be withdrawn for a period of thirty (30) days after the day set for the Opening of Bids.

Second: The undersigned Bidder agrees, if it is the successful Bidder, to execute the Agreement in the form as set forth in the Specifications/Bid Package, and to furnish the required Performance and/or Payment Bond in form as set forth in the Instructions to Bidders and other Contract Documents and furnish insurance certificates and endorsements, all within ten (10) days of receiving the Notice of Award of contract from the OWNER.

Third: The undersigned Bidder further agrees to commence the Work within three (3) days of receipt of the Notice to Proceed and to prosecute said work so as to complete the same as specified in the Instructions to Bidders, subject to Liquidated Damages and other remedies. Bidder agrees that the entire Work will be substantially complete and completed and ready for final payment in accordance with Article 14 of the General Conditions and within the number of calendar days, or by the date, provided in Article 8 of the Instructions to Bidders.

Fourth: The undersigned Bidder further agrees to guarantee performance of all work in accordance with Drawings and Specifications and in a good and workmanlike manner, and to renew or repair any work that may be rejected due to defective materials or workmanship prior to final completion and acceptance of the material and installation by the OWNER.

Fifth: The undersigned Bidder has the necessary equipment utilizing a barge or similar vessel with an Engineer approved microprocessor injection system that allows for uniform application of liquid aluminum sulfate at variable boat speeds, as provided in Section 02400 of the Specifications, and treatment capacity to successfully apply a minimum of 146,000 gallons of liquid aluminum sulfate to the lake treatment area at the specified dose per day during the hours of operation provided in Section 01000 of the Specifications. The undersigned Bidder further agrees prior to letting of the contract and signing of the Agreement, to provide the following upon OWNER'S request:

1. Such catalogs, photographs, drawings, specifications, descriptive information and other details as to special equipment or materials bidder proposes to furnish for the work, to permit a valuation of the merits thereof and determination whether such special equipment or materials comply with the specifications.

2. A properly executed affidavit of non-collusion.
3. A statement of Bidder's qualifications.
4. A statement setting forth all items of work that the Bidder proposes to sublet, and names of the subcontractors to whom such items shall be sublet.

Sixth: Following is a tabulation of the undersigned Bidder's Bid for all work to be performed to carry out the aforementioned construction, including, where required, alternate bids, it being understood that this bid contemplates all machinery, equipment, tools, labor, materials and other means of construction and all materials and times specified in accordance with the Contract Documents, drawings and specifications and all Addenda thereto. At the opening of Bids, the total bid price will be publicly read out loud. The undersigned Bidder proposes to do all unclassified work required to complete the contemplated Work, at a unit price contract as provided by the specifications and other Contract Documents.

Seventh: This Bid is genuine and not made in the interest or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

Bidder agrees to complete the Work for the unit prices and/or lump sums as listed and set forth on the Bid Form that follows.

Item	Description	Unit	Estimated Quantity	Unit Price	Extension
1.1	Mobilization/Demobilization	L.S.	1		
2.1	Liquid Aluminum Sulfate Application to Spring Lake	Tons	810		

GRAND TOTAL OF EXTENSIONS _____

Dollars (\$ _____ **)**

Quantities are not guaranteed. Final payment will be based on actual quantities of work performed as determined by the ENGINEER in accordance with Article 9 of the General Conditions.

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Bidding Contractor: _____

Print Name: _____

Title: _____

Signature: _____

Date: _____

CERTIFICATE OF EXECUTION

Enclosed herewith is a proposal guarantee in the form of a certified or bank check or Bid Bond in the amount of \$_____ payable to Prior Lake - Spring Lake Watershed District.

The amount of the proposal guarantee is at least 5% of the total bid as required by the Advertisement for Bids and by the Instructions to Bidders.

Witness this _____ day of _____, 20__

Name: _____

Title: _____

Company: _____

Signature: _____

LIST OF SUBCONTRACTORS

The Bidder shall list below the name and the location of the place of business of each Subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a Subcontractor who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The Bidder shall also list below the portion of the WORK, which will be performed by each Subcontractor under its contract. The prime contractor shall list only one Subcontractor for each portion as is defined by the prime contractor in its bid. The Bidder's attention is directed to the General Conditions. Failure to comply with this requirement will render the Bid non-responsive and may cause its rejection. Use of a subcontractor not listed below or previously approved, is subject to approval by the OWNER in its absolute discretion.

Work to be Performed	Subcontract. License No.	Percent of Total Bid	Subcontract. Name & Address
1.			
2.			
3.			
4.			
5.			

Note: Attach additional sheets if required.

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Additional sheets shall be attached as required. Failure to complete Item Nos. 1, and 3, will cause the Bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information is delivered to the OWNER.

- (1) CONTRACTOR's name and address:

- (2) CONTRACTOR's telephone number: _____

CONTRACTOR's fax number: _____

- (3) CONTRACTOR's license: Primary classification _____

State License No. and Expiration Date: _____

Specialty classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signed: _____

Subscribed and sworn to before me

This _____ day of _____, 20__

Notary Public in and for the

County of _____

State of _____

(SEAL)

BID BOND

KNOW ALL MEN BY THESE PRESENT,

That _____ as Principal,
and _____

_____ as Surety, are
held and firmly bound unto **Prior Lake - Spring Lake Watershed District**, hereinafter
called "OWNER," in the sum of _____
dollars,

for the payment of which sum, well and truly to be made, we jointly and severally bind
ourselves, our heirs, executors, administrators, successors, and assigns firmly by these
presents.

WHEREAS, said Principal has submitted a Bid to said OWNER to perform the WORK
required under the bidding schedule(s) of the OWNER's Contract Documents entitled
Spring Lake Alum Treatment Phase II

NOW THEREFORE, if said Principal is awarded a contract by said OWNER and, within
the time and in the manner required in the "Advertisement for Bids" and the "Instructions
to Bidders" enters into a written Agreement on the form of agreement bound with said
Contract Documents, furnishes the required certificates of insurance and endorsements,
and furnishes the required Performance Bond and Payment Bond, and performs in all other
respects the agreement created by this bid, then this obligation shall be null and void,
otherwise it shall remain in full force and effect. The Surety stipulates and agrees that the
obligation of said Surety shall in no way be impaired or affected by an extension of the
time within which the OWNER may accept such bid and Surety further waives notice of
any such extension. In the event suit is brought upon this bond by said OWNER and
OWNER prevails, said Principal and Surety shall jointly and severally be responsible for
and shall pay all costs incurred by said OWNER in such suit, including reasonable
attorney's fees and costs to be fixed by the court.

SIGNED AND SEALED, this _____ day of _____, 20____

(Principal) (SEAL) _____ (SEAL)
(Surety)

By: _____ By: _____
(Signature) (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

SECTION 00040

FORM OF AGREEMENT

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District
Class of Work: Chemical Treatment
Project Location: Scott County, Minnesota

THIS AGREEMENT (the "Agreement") made this day of _____, 20__, between Prior Lake - Spring Lake Watershed District, a body politic and corporate under and pursuant to the laws of the State of Minnesota, herein called "OWNER" and _____, a _____ under the laws of the State of _____, herein called "CONTRACTOR".

WITNESSETH:

That the CONTRACTOR in consideration of the payment of the contract price as set forth in the CONTRACTOR'S bid proposal agrees to furnish all materials (except such as are specified to be furnished by the OWNER, if any), all necessary machinery, equipment, tools, labor and other means of construction, and do and perform all other and necessary work and labor for or in connection with the full completion of the work.

Under Contract for the Spring Lake Alum Treatment Phase II, Scott County, Minnesota (the "Project"), under the operation, direction, and control of the OWNER and/or its ENGINEER, the work to be performed in accordance with the terms and conditions of the Contract Documents, the approved Drawings and Specifications and for the price and compensation set forth above and as specified in the Contract Documents and the Bid Proposal of the CONTRACTOR which is attached hereto, all of which are incorporated herein and hereby made a part of this Agreement. All of said work and payments therefore will be pursuant to and in accordance with the Contract Documents.

If the contractor, during the performance of the work, observes any error in the design or unanticipated circumstance materially affecting the feasibility of the design or the cost or time to complete the work, it immediately shall notify the engineer in writing.

The Contract Documents shall consist of the following:

- Modifications (Change Orders, Work Change Directives and Field Orders)
- Notice to Proceed
- Addenda
- Notice of Award
- Agreement
- Instruction to Bidders
- Contract Drawings
- Technical Specifications
- Payment Bond
- Performance Bond
- Insurance
- Supplementary Conditions
- General Conditions
- Completed Bid Form
- Advertisement for Bids

CONTRACTOR agrees that the work shall be done and performed in a good quality manner, that all materials and labor shall be in strict conformity in every respect with the Drawings and Specifications for the improvement and shall be subject to inspection and approval of the OWNER through its duly authorized ENGINEER, and, in case of any material or labor supplied shall be rejected by the OWNER as defective or unusable, then such rejected material shall be done anew to the satisfaction and approval of the OWNER through its ENGINEER, at no additional cost or expense to the OWNER.

CONTRACTOR further agrees that the work will commence hereunder and completed to the satisfaction and approval of the OWNER, as specified in Section 00020, subsection 8, and otherwise as set forth in the Contract Documents. CONTRACTOR agrees that all work will be done in compliance with the standards of OWNER'S erosion control and other applicable rules, local ordinances, and state and federal laws.

It is further agreed that unforeseeable delay caused by the elements or other causes over which CONTRACTOR has no control or by strikes or other combined action of workers employed in no part caused or resulting from default or collusion on the part of the CONTRACTOR, shall be excused and the time for completion extended to the extent that the OWNER may find and determine such condition to have delayed completion within the time limit through no fault of the CONTRACTOR, but the judgment of the OWNER in respect thereto shall be final and conclusive upon the parties. It shall be understood by the CONTRACTOR that the work is subject to weather and related conditions that determine when and how the work may be conducted and therefore that CONTRACTOR will have to maintain responsive communication with the ENGINEER and remain prepared to perform the work in accordance with the times and other terms of Section 00020, subsection 8. Regarding unforeseeable delay, CONTRACTOR shall have a right to a time adjustment but in no event shall a CONTRACTOR have an action against the OWNER for damages or any other relief not specifically stipulated in this paragraph.

It is further understood and agreed that no claim for extra work done or materials furnished by the CONTRACTOR will be allowed except as provided by the Contract Documents nor shall the CONTRACTOR do any work or furnish any materials not covered by the Drawings and Specifications and by this Agreement unless such work is first ordered in writing as provided in the Contract Documents. Any extra work or materials done or furnished by the CONTRACTOR without written order first being given therefore as in the Contract Documents provided shall be at the CONTRACTOR'S risk, cost and expense, and CONTRACTOR agrees in such event that no claim for compensation for such extra work or materials will be made.

It is further agreed that in no event shall the contracting officer or any Manager, officer, employee or OWNER REPRESENTATIVE of the OWNER be personally liable or responsible in any manner to the CONTRACTOR or any other person for any claim, costs, demand, damages or causes of action of any kind arising by reason of the execution of the agreement or the performance and completion of the work provided herein.

THEREFORE, intending to be legally bound, the OWNER and CONTRACTOR have executed this Agreement as of the date first written above.

CONTRACTOR

Firm _____

Address _____

by _____

Title _____

STATE OF MINNESOTA)

)SS

COUNTY OF)

This instrument was acknowledged before me on _____ by

_____ as _____ of

_____.

_____(Stamp)

Notary Signature

PRIOR LAKE - SPRING LAKE WATERSHE DISTRICT

by _____
(TITLE)

STATE OF MINNESOTA)
) SS
COUNTY OF)

This instrument was acknowledged before me on _____ by
_____ as _____ of
_____.

_____ (Stamp)
Notary Signature

****END OF SECTION****

SECTION 00050
NOTICE OF AWARD

To: <Successful Bidder>

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District
Class of Work: Chemical Treatment
Project Location: Scott County, Minnesota

The OWNER has considered the Bid submitted by you for the above-described work in response to its Advertisement of Bids and the Information to Bidders.

You are hereby notified that your Bid has been accepted in the Amount of \$ _____. You are required to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificate(s) of Insurance and endorsement(s) within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds, certificate(s) and endorsement(s) within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights and remedies as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ____ day of _____, 20__

(OWNER)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby verified by CONTRACTOR this the ____ day of _____, 20__.

By: _____

Title: _____

****END OF SECTION****

SECTION 00060

NOTICE TO PROCEED

To: *<Contractor>*

<Date>

Project:

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District

Class of Work: Chemical Treatment

Project Location: Scott County, Minnesota

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20__, on or before _____, 20__, and you are to complete the WORK by no later than the scheduled completion dates as set forth in the Contract Documents.

(OWNER)

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of this above Notice to Proceed is hereby acknowledged by _____
this the _____ day of _____, 20__.

By: _____

Title: _____

****END OF SECTION****

SECTION 00070

PERFORMANCE BOND

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District
Class of Work: Chemical Treatment
Project Location: Scott County, Minnesota

NOTE TO BIDDERS: SECTION 00070 PERFORMANCE BOND CONTAINS LANGUAGE CHANGES FROM EJCDC BOND LANGUAGE AS INDICATED IN ITALICS AND STRIKETHROUGH BELOW.

Any singular reference to CONTRACTOR, SURETY, OWNER, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)

SURETY (Name and Principal Place of Business)

OWNER (Name and Address)

CONSTRUCTION CONTRACT

DATE: _____, 20 _____

AMOUNT: _____

(Written Amount)_____

Description (Project Name and Location): _____

Bond

DATE: _____, 20__

AMOUNT: _____

(Written Amount)

Contractor (Corporate Seal)

Surety (Corporate Seal)

Company Name: _____

Company Name: _____

By: _____

By: _____

(Signature)

(Signature)

Name:(Typewritten)

Name:(Typewritten)

Its: _____

Its: _____

(Title)

(Title)

On this ____ day of _____, 20__, before me personally appeared _____ and

_____, on behalf of the CONTRACTOR and SURETY named in this Performance Bond above, respectively, and each of them, as their free act and deed, caused this Performance Bond to be executed as of this date.

Notary Public

ATTACH POWER OF ATTORNEY FROM SURETY TO THIS BOND

For Information Only (Name, Address and Telephone)

Agent or Broker:

ENGINEER

1. Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, *Unless lawfully excused*, the Surety's obligation under this Bond shall arise after:

3.1. The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below, that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1: and

3.3. The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly *within 15 calendar days* and at the Surety's expense take one of the following actions:

4.1. Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2. Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors: or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default: or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

2. Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy *and all remedies* available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the contractor for correction of defective work and completion of the Construction Contract;

6.2. Additional *costs incurred by the OWNER, including without limitation* legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default *is declared by the OWNER or within two years after Surety provides OWNER written notice of its refusal or failure* or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2. Construction Contract: The agreement between the Owner and the Contractor identified in the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4. Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

12.5 *CONTRACTOR: CONTRACTOR is defined to include any subcontractor or sub-subcontractor.*

****END OF SECTION****

SECTION 00080

PAYMENT BOND

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District

Class of Work: Chemical Treatment

Project Location: Scott County, Minnesota

**NOTE TO BIDDERS: SECTION 00080 PAYMENT BOND CONTAINS
LANGUAGE CHANGES FROM EJCDC BOND LANGUAGE AS INDICATED IN
ITALICS AND STRIKETHROUGH BELOW.**

Any singular reference to CONTRACTOR, SURETY, OWNER, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address)
Business)

SURETY (Name and Principal Place of

OWNER (Name and Address)

CONSTRUCTION CONTRACT

DATE: _____, 20 ____

AMOUNT: _____

(Written

Amount) _____

Description (Project Name and Location):

BOND

DATE: _____, 20__

AMOUNT: _____

(Written _____ Amount)

Contractor (Corporate Seal)

Surety (Corporate Seal)

Company Name: _____

Company Name: _____

By: _____

By: _____

(Signature)

(Signature)

Name:(Typewritten)

Name:(Typewritten)

ITS: _____

ITS: _____

(Title)

(Title)

On this ____day of _____, 20__, before me personally
appeared _____ and
_____, on behalf of the CONTRACTOR and SURETY named in
this Payment Bond above, respectively, and each of them, as their free act and deed, caused
this Payment Bond to be executed as of this date.

Notary Public

ATTACH POWER OF ATTORNEY FROM SURETY TO THIS BOND

For Information Only (Name, Address and Telephone)

Agent or Broker:

ENGINEER

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands liens or suits to the Contractor and the Surety, and ~~provided there is no~~ *unless CONTRACTOR is lawfully excused due to Owner Default.*
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and send a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have send a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1. Send an answer to the Claimant, with a copy to the Owner within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used *by the Contractor* for the performance of the construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work *and the Owner's right to retain said funds as provided by the Construction Contract.*
9. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suite or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located ~~or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable in accordance with the applicable period specified by Minnesota Law..~~
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be

deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. DEFINITIONS

- 15.1. Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- 15.2. Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
- 15.3. Owner Defaults: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

****END OF SECTION****

SECTION 00090

PAYMENT REQUEST FORM

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District

Class of Work: Chemical Treatment

Project Location: Scott County, Minnesota

PAY ESTIMATE NO.____

Original Contract Amount..... \$ _____

Contract Changes approved to Date (List Change Order Numbers)..... \$ _____

Revised Contract Price \$ _____

Work Completed to Date (see attached) *..... \$ _____

Retainage to Date, 5%..... \$ _____

Work Completed to Date Less Retainage to Date \$ _____

Total Amount Previously Certified \$ _____

Payment Request This Estimate \$ _____

*** All payment requests must include an attached summarization of work completed to-date that separates the work and associated costs.**

CERTIFICATE OF CONTRACTOR

I hereby certify that the work and the materials supplied to date, as shown on the attached Request for Payment, represents the actual value of accomplishment under the terms of the contract dated _____, 20__ between _____ (OWNER) and _____ (CONTRACTOR) and all authorized changes thereto.

By _____

Title _____

Approval:

(CONTRACTOR)

_____ Date _____

(ENGINEER)

_____ Date _____

(OWNER REPRESENTATIVE)

_____ Date _____

(PRIOR LAKE - SPRING LAKE WATERSHED DISTRICT)

_____ Date _____

****END OF SECTION****

SECTION 00100

CONTRACTORS' AND SUBCONTRACTORS' INSURANCE

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District
Class of Work: Chemical Treatment
Project Location: Scott County, Minnesota

GENERAL

The CONTRACTOR shall not commence work under the Agreement or otherwise under the Contract Documents, nor shall it allow any subcontractor to commence work until all insurance hereinafter required has been procured, a Certificate and endorsement(s) evidencing its existence and compliance with the terms hereof and as otherwise set forth in the Contract Documents has been provided to the OWNER, and such insurance has been approved by the OWNER.

The CONTRACTOR shall furnish four copies of an insurance certificate(s) to the OWNER using the standard Acord form (current Date), modified as set forth herein, as evidence of the required insurance. **The certificate(s) shall indicate unconditionally that the insurance company will provide to OWNER, in the same manner and to the same degree as to CONTRACTOR, notice in the event of cancellation, non-renewal or any change in a policy limit and/or coverage thereunder.** The certificate shall state, and CONTRACTOR shall furnish endorsements demonstrating that OWNER and ENGINEER are additional insureds under the General and Automobile Liability policies. The insurance certificate must be signed and dated by an authorized representative of the insurance company.

WORKERS' COMPENSATION INSURANCE

The CONTRACTOR shall procure and shall maintain during the life of this contract workers' compensation insurance for all its employees engaged in work on this project as required by statute and shall also require that all subcontractors and sub-subcontractors similarly provide workers' compensation insurance for their employees. Workers' compensation insurance policies shall also provide employer's liability insurance with a limit of at least \$100,000/500,000/100,000.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY INSURANCE

The CONTRACTOR shall procure and maintain throughout the term of the Agreement commercial general liability insurance covering personal injury including bodily injury and property damages liability with a combined single limit of \$1,500,000 for each occurrence and aggregate. **The commercial general liability insurance certificate shall name the CONTRACTOR as insured and shall also name the ENGINEER and the OWNER as additional insureds, and endorsement(s) shall be submitted demonstrating same and that this additional insured coverage is primary and non-contributory.** The insurance shall be occurrence basis, and shall cover completed operations and products liability as well as broad form contractual liability including but not limited to liability pursuant to contractual defense and indemnification. The certificate shall state that commercial general liability coverage includes standard marine services liability.

COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

The CONTRACTOR shall provide and maintain for the term of the contract comprehensive automobile liability insurance covering bodily injury and property damage with a combined single limit of \$1,500,000 for each occurrence. Comprehensive automobile liability insurance shall be on an occurrence basis and shall provide coverage for all automobiles owned by the CONTRACTOR and all hired and non-owned vehicles.

MODIFICATION OF GENERAL CONDITIONS

The following parts of Section 00110, General Conditions, do not apply: 5.04.A; paragraphs 1, 2, 4 and 5 of 5.04.B; 5.06. The first sentence of 5.04.B is revised to read: "The policy of general liability insurance to be purchased and maintained shall:." Neither OWNER nor CONTRACTOR is responsible to provide work-in-progress insurance. The absence of insurance shall not alter the responsibilities of the parties for damage to work-in-progress as otherwise established by the Contract Documents.

****END OF SECTION****

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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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 and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. 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 which is evidence of the agreement between Owner and Contractor covering the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer 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, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given 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 under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *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.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *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 for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *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 at the Site.
44. *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 thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, 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 Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. 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 Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or
 - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. 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 14.04 or 14.05).

E. Furnish, Install, Perform, Provide:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. 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 Bonds and Evidence of Insurance

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 Copies of Documents

- A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement 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 Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), 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 Documents;
 - 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.

2.06 *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 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, 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 instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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 component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one 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. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

- A. Standards, Specifications, Codes, Laws, and Regulations
 1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement 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, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, 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) any standard, specification, manual, or code, or (c) 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 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
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 Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); 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 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;
2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier 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 editions; or
2. 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.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor 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. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- 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 the Work is to be performed 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.

4.02 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 - 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.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
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 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition 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 meet any one or more of the categories described in Paragraph 4.03.A; and
 - 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 Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final 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
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and

contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

- c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, 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 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the

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

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *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.

4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "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; or
 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 any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) 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 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. 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. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. 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 or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. 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 a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds 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 shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also

meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed 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:
 - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

- a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors,

members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their 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 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 Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (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. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. 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:

1. loss 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 perils whether or not insured by Owner; and
 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, 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. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's

interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES

6.01 *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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *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 at all times maintain good discipline and order at the Site.
- B. 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 shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *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.

- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 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 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description 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 or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
 - 1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) it 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; and
- 3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) 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

- c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.
- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. 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.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be

required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner,

Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (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 any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *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 a particular 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 shall be disclosed by Owner 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.

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. 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 opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *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. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear 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. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *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.

6.11 *Use of Site and Other Areas*

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

- 1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
- 2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
- 3. 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 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 by or based upon Contractor's performance of the Work.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall 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 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 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 property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *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. 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, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. 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. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.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 (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).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of 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.

6.16 *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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is

required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will 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 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. 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 6.17.D.

B. 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. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

- a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
- b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
- c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
- d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.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's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures:

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.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *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 and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper 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.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 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 or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. 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 performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury 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 6.20.A shall 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.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. 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. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, 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.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.

- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *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.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *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 Documents.

8.12 *Compliance with Safety Program*

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 pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *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 Documents.

9.02 *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 9.09. 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.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. 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, subject to the provisions of Paragraph 10.05.

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

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents 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 shall 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 Paragraph 14.07.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 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *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 by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *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 as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
 - 1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 - 2. changes in the 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; and
 - 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *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.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data

shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall 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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall 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, who 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including 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, and hand tools not owned by the workers, 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.
 - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of

said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the 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 property insurance established in accordance with Paragraph 5.06.D), 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 shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall 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 telegrams, long distance telephone calls, telephone 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 Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. 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.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.
- C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.
- D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 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:*
 1. Contractor agrees that:
 - a. 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
 - b. 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 on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
 1. Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 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. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- 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. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
 - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - 2. there is no corresponding adjustment with respect to any other item of Work; and
 - 3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for 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, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall 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 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five 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 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or

neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, 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 the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or 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) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

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

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will 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 therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.
- 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 and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. 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.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, 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, furnishing all necessary labor, material, and equipment.

- C. If it is found that the uncovered Work is defective, Contractor shall pay 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 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 Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. 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, or both, 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, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *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, 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 shall 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.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay 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 correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *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 terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If 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. 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. 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.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, 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.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay 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) 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 pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *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 rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, 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, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, 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 (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) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. 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 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *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. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, 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 9.07, 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 Documents; 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, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, 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 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
 - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. 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;
 - c. there are other items entitling Owner to a set-off against the amount recommended; or
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action 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, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 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 (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- 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 tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before

final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. 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 tentative list.

14.05 *Partial Utilization*

- 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. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and 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 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and 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 14.04 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 5.10 regarding property insurance.

14.06 *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 is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *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, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) 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.

B. Engineer's Review of Application and Acceptance:

1. 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 Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. 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. Payment Becomes Due:

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
 2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *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 notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will 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 established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. 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
 3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.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 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) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed 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.

- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. 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. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

- A. Upon seven 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;
 - 3. 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) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days

to pay Contractor any sum finally determined to be due, then Contractor may, upon seven 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 15.03.

- 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, seven 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 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 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 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:
1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
 2. agrees with the other party to submit the Claim to another dispute resolution process; or
 3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents 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.

17.03 *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 Documents. 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.

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

SECTION 00111

SUPPLEMENTARY GENERAL CONDITIONS

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District
Class of Work: Chemical Treatment
Project Location: Scott County, Minnesota

These Supplementary General Conditions make additions, deletions or revisions to the General Conditions as indicated herein. All provisions that are not so added, deleted or revised remain in full force and effect. Terms used in these Supplementary General Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1. Copies of Contract Documents

The OWNER shall furnish to the CONTRACTOR 3 copies of the Contract Documents. Additional copies beyond the 3 furnished sets will be provided at reproduction cost.

2. Permits

The OWNER is responsible to acquire the following permits or approvals:

- *Minnesota Pollution Control Agency notification*
- *Approval from the Minnesota Department of Natural Resources public access to Spring Lake.*

The CONTRACTOR shall be responsible to acquire the following permits and approvals that are specific to the construction methods and equipment to be employed by CONTRACTOR:

- *Approvals from the Spring Lake Township and Minnesota Department of Natural Resources for haul route, traffic control, operating hours and maintenance of staging area.*

3. Prompt Payment

OWNER will pay CONTRACTOR obligations within 45 days of the date of receipt of invoice from CONTRACTOR, unless OWNER in good faith disputes the obligation.

4. Civil Rights

CONTRACTOR agrees as follows:

- (1) In the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, CONTRACTOR will not, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) CONTRACTOR will not, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) A violation of this section is a misdemeanor; and
- (4) The contract may be canceled or terminated, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of these terms.

5. Final Documentation

Contractor must submit Form IC-134, record drawings, warranties, lien waivers and all other documents specified in the Contract Documents before final payment. OWNER will not make final payment until CONTRACTOR has given proof of compliance with state income tax withholding requirements pursuant to Minnesota Statutes section 270C.66

CONTRACTOR will maintain all records pertaining to fees or costs incurred in connection with the contract for six years from the date of completion of the work. CONTRACTOR agrees that any authorized representative of OWNER or the state auditor may have access to and the right to examine, audit and copy any such records during normal business hours.

SC-1.01.A.12 Delete the definition of *Contract Documents* in Paragraph 1.01.A.12 of the General Conditions in its entirety and insert the following in its place:

Contract Documents - The items which comprise the Contract Documents are set forth in the Instructions to Bidders. Only printed or hard copies of the items listed are Contract Documents. Files in electronic media format of text, data, graphics, and the like that may be furnished by Owner or Engineer to Contractor are not Contract Documents. Approved maps or other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

SC-1.01.A.19 Delete the definition of *Engineer* in Paragraph 1.01A.19 of the General Conditions in its entirety and insert the following in its place:

Engineer - Barr Engineering Co., 4700 West 77th Street, Minneapolis, Minnesota, 55435 (Phone: 952-832-2600; Fax: 952-832-2601). Engineer may designate an employee to serve as Project Engineer. This designation can be changed upon written notification to Contractor. All correspondence to or through Engineer shall be directed to the attention of the designated Project Engineer.

SC-1.01.A.53 Add the following defined terms to Paragraph 1.01.A of the General Conditions:

53. *Bid Proposal; Bid Form; Bid Proposal Form* - The prescribed form on which bidder submits bidder's offer or proposal setting forth the bidder's prices for the Work to be performed.

54. *Field Memorandum* - A written statement issued by Engineer which clarifies or interprets the Contract Documents in accordance with Paragraph 9.04 of the General Conditions.

55. *General Conditions* - Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Any reference to the General Conditions shall also be a reference to the Supplementary Conditions.

56. *Contract Modification* - a) a Change Order or b) a Work Change Directive or (c) a Field Order. A modification may only be issued after execution of the Agreement.

57. *As Specified, as specified* - In accordance with the requirements of the Contract Documents.

58. *Technical Specifications* - The Specifications.
and as so amended, Paragraph 1.01 remains in effect.

SC-2.03.A Delete Paragraph 2.03.A of the General Conditions in its entirety and insert the following in its place:

The Contract Time will commence to run on the day indicated in the Notice to Proceed. Contractor's failure to proceed immediately with the performance of the Work shall not be justification for Contractor to make a claim for an adjustment of the Contract Time or a change in the Contract Price and shall be deemed to be a delay within Contractor's control under Paragraph 12.03.E of the General Conditions.

SC-2.06.A. Delete Paragraph 2.06 of the General Conditions in its entirety and insert the following in its place:

Treatment Planning Conference

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 2.05A, procedures for handling other submittals, processing Applications for Payment, and maintaining required records.

SC-2.08 Add the following Paragraph after Paragraph 2.07.A.3:

2.08 *Progress Meetings*

A. Contractor shall attend progress meetings as required by the Technical Specifications.

- SC-3.01.A Delete Paragraph 3.01.A of the General Conditions in its entirety and insert the following in its place:
The Contract Documents are intended to be complementary; what is called for by one is as binding as if called for by all. However, in the case of a discrepancy in the documents, the order of precedence for the documents shall be as stated in Section 00020.
- SC-3.01.B Add the following language immediately after the second sentence of Paragraph 3.01.B of the General Conditions:
Any item or items shown on Figure 1 or described in the Specifications, but not specifically included in any of the unit prices, shall be considered incidental to the other work.
and as so amended, Paragraph 3.01.B remains in effect.
- SC-3.02.A.1 Add the following language following the last sentence of Paragraph 3.02.A.1 of the General Conditions:
If there is any conflict between the provisions of the Contract Documents and any such referenced provisions, such discrepancy shall be resolved by in accordance with Paragraph 3.03.B of the General Conditions.
and as so amended, Paragraph 3.02.A.1 remains in effect.
- SC-3.04.B.1 Delete the phrase "A Field Order;" from Paragraph 3.04.B.1 and insert the following in its place:
A Field Order or Field Memorandum (pursuant to Paragraphs 9.04);
and as so amended, Paragraph 3.04.B.1 remains in effect.
- SC-3.05.A.1 Delete the phrase "bearing the seal of Engineer" from Paragraph 3.05.A.1 of the General Conditions and insert the following phrase in its place:
bearing the certification or seal of Engineer
and as so amended, Paragraph 3.05.A.1 remains in effect.
- SC-3.06.B Delete the last sentence in Paragraph 3.06.B and insert the following in its place:
Any errors detected within the 60 day acceptance period will be corrected by the transferring party except for those errors resulting from the use of software application package, operating systems, or computer hardware differing from those used by the data's creator.
and as so amended, Paragraph 3.06.B remains in effect.
- SC-4.01.A Add the following after the first sentence of Paragraph 4.01.A
The construction limits as provided by Owner are shown on the Drawings except as may be otherwise described in the Specifications.
and as so amended, Paragraph 4.01.A remains in effect.
- SC-4.01.C Delete Paragraph 4.01.C of the General Conditions in its entirety.
- SC-4.02. Delete Paragraph 4.02. of the General Conditions in its entirety and insert the following in its place:
Refer to the Instructions for Bidders for the provisions relating to Subsurface and Physical Conditions.
- SC-4.03 Delete Paragraph 4.03 in its entirety and insert the following in its place:
Refer to the Instructions for Bidders for the provisions relating to Subsurface and Physical Conditions.
- SC-4.04 Delete Paragraph 4.04 in its entirety

- SC-4.05 Delete Paragraph 4.05 in its entirety.
- SC-4.06.A Delete Paragraph 4.06.A in its entirety.
- SC-4.06.B Delete Paragraph 4.06.B in its entirety.
- SC-4.06.I Delete Paragraph 4.06.I in its entirety.
- SC-6.01.B Delete Paragraph 6.01.B in its entirety.
- SC-6.02.A. Delete Paragraph 6.02.A in its entirety and insert the following in its place:
Contractor shall provide competent, suitably qualified personnel to complete the Work as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- SC-6.02.B Delete Paragraph 6.02.B of the General Conditions in its entirety.
- SC-6.13.D Add the following Paragraphs 6.13.E through 6.13.J after the end of Paragraph 6.13.D of the General Conditions:
- E. The Contractor shall be solely and completely responsible for conditions on the job site, including safety of all persons and property during the performance of the Work. This requirement shall apply continuously and not be limited to normal work hours.
- F. Observation of the Contractor's performance by Engineer is not intended to include review of the adequacy of the Contractor's safety measures on or near the Site.
- G. The Contractor shall be responsible for furnishing the Contractor's and any Subcontractor's employees with all safety equipment, including but not limited to, hard hats, eye protection, respiratory protection equipment and all other protection devices needed to comply with Laws and Regulations or with accepted safety practices. The Contractor shall be responsible for any safety violation and/or fine that may occur because of any neglect by the Contractor, the Contractor's employees or any third party.
and as so amended, Paragraph 6.13 remains in effect.
- SC-6.17 Delete Paragraph 6.17 in its entirety.
- SC-6.19.C.Modify Paragraph SC-6.19.C as follows:
Delete 4. in its entirety and delete 5. in its entirety and insert in its place issuance of a notice of acceptability by Engineer.
and as so amended, Paragraph 6.19.C. remains in effect.
- SC-7.01B. Delete Paragraph 7.01.B. in its entirety.
- SC-7.01.C.Delete Paragraph 7.01.C in its entirety.
- SC-7.03 Delete Paragraph 7.03 in its entirety.
- SC-8.05 Delete Paragraph 8.05 in its entirety.
- SC-9.02.A. Modify the first sentence of Paragraph SC-9.02.A. as follows:
Engineer will make visits to the Site at intervals appropriate to the various stages of the Work as Engineer deems necessary in order that an experienced and qualified design professional can observe the progress that has been made and the quality of the various aspects of Contractor's executed Work.
and as amended, Paragraph 9.02.A. remains in effect.

SC-9.02.B. Modify the second sentence of Paragraph 9.02.B. as follows:

Delete “of construction”

and as amended, Paragraph 9.02.B. remains in effect.

SC-9.03.A Add the following Paragraphs after Paragraph 9.03.A of the General Conditions:

B. The Resident Project Representative shall act as directed by and under the supervision of Engineer. The Resident Project Representative shall confer with the Engineer regarding the Resident Project Representative's actions. The Resident Project Representative's dealings in matters pertaining to the on-site work will, in general, be only with Engineer and Contractor. The Resident Project Representative's dealings with Subcontractors will only be through or with the full knowledge of Contractor or the Contractor's superintendent.

C. Limitations of Authority for the Resident Project Representative are as follows:

1. Cannot authorize deviation from the Contract Documents or approve any substitute material or equipment;
2. Cannot issue written clarification or interpretation of the requirements of the Contract Documents;
3. Cannot undertake or assume to fulfill any of the responsibilities of Engineer under the Contract Documents unless such is specifically called for in the Contract Documents;
4. Cannot undertake any of the responsibilities of Contractor;
5. Cannot expedite work for Contractor;
6. Cannot advise on or issue directions relative to any aspects of the means, methods, techniques, sequences or procedures of construction unless specifically called for in the Contract Documents;
7. Cannot advise on or issue directions as to health and safety precautions and programs in connection with the Work; and
8. Is not a representative of the Owner.

SC-9.05.A Delete Paragraph 9.05.A of the General Conditions in its entirety and insert the following in its place:

A. Owner will disapprove or reject Work, based on Engineer's written recommendations indicating the Work the Engineer believes to be defective and outlining the reasons Engineer believes cause the Work to be defective. Engineer will have the authority to require special inspection or testing of the Work Engineer believes to be defective, in accordance with the provisions of Paragraph 13.04 of the General Conditions, whether or not the Work in question is completed.

SC-9.06.A. Delete Paragraph 9.06.A. in its entirety.

SC-10.05.B. Delete the last sentence of Paragraph 10.05.B. of the General Conditions and insert the following Paragraphs after Paragraph 10.05.B. of the General Conditions:

1. Engineer shall evaluate claim and prepare a formal written opinion regarding the claim.

a. This opinion shall be rendered within 30 days after claimant's last submittal except that Engineer may notify Owner and Contractor that reasonable additional time, up to 30 days, will be required to evaluate the claim.

b. This opinion shall be provided to Owner and Contractor.

c. If Engineer does not render the formal written opinion within the time stated in Paragraph a. above, a decision denying the Claim in its entirety shall be deemed to have been issued the day after the time stated expires.

2. Claimant shall allow opposing party a period of 30 days, after date of Engineer's written opinion is issued to accept or reject Engineer's opinions, or to request additional data from or further clarification of the issue by claimant, unless Engineer reasonably extends such period up to 30 additional days to conform to regularly scheduled meetings of public Owner's Board, Council, or Committee.

a. If opposing party accepts or rejects Engineer's opinion, Engineer will issue formal decision regarding Claim in writing within 15 days after opposing parties' determination.

b. If opposing party requests additional data from or further clarification of the issue by claimant, opposing party shall establish reasonable tentative date, within not less than 15 days nor more than 67 days, at which time Engineer's opinions and the additional data or further clarification requested will be reconsidered. Engineer will issue formal decision regarding Claim in writing within 15 days after the date of opposing parties reconsideration or if not reconsidered by the opposing party on the 68th after prior consideration by the opposing party.

c. If Engineer does not render the formal written opinion within the time stated in Paragraphs a. or b. above, a decision denying the Claim in its entirety shall be deemed to have been issued the day after the time stated expires.

SC-10.05.C. Delete Paragraph 10.05.C. of the General Conditions in its entirety.

SC-10.05.D. Delete Paragraph 10.05D. of the General Conditions in its entirety.

SC-10.05.E Delete Paragraph 10.05.E of the General Conditions in its entirety and insert the following in its place:

E. Engineer's written action under Paragraph 10.05.B will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such final action or final denial in accordance with Paragraphs 10.05.B.1 and 10.05.B.2.

and as so amended, Paragraph 10.05.E remains in effect.

SC-11.01.A Delete Paragraphs 11.01.A through 11.01.A.5.i of the General Conditions in their entirety and insert the following in their place:

A. The term Cost of the Work means the sum of all actual costs necessarily incurred and paid by the Contractor in the proper performance of the Work plus 15 percent (15%) for overhead and profit.

1. The term "actual cost" shall cover the payroll expenses for the workers employed and supervision required to perform the work including salary, worker's compensation, social security, pension and retirement allowances and other regular payroll charges. Also included in the actual cost will be the cost of additional insurance needs for this Work, the cost of all materials and supplies required of either temporary or permanent character including fuel and lubricants.

2. In addition to the Cost of the Work as outlined above, the Contractor will be paid for all power-driven equipment at a rate equal to 85 percent of the rate listed in the most recent edition of the "Rental Rate Bluebook" published by Neilson/Dataquest, Inc., to which there will be no percentage added for overhead or profit. The rates used for each piece of equipment used in the performance of the work will be based on the applicable monthly, weekly, daily or hourly rate which reflects the status of the particular piece of equipment on the project. All rates shall be subject to approval by the Engineer.

3. The cost of all such work done each day shall be submitted to the Engineer in satisfactory form on succeeding day and shall be approved by the Engineer or adjusted at once.

SC-11.01.B. Delete Paragraph 11.01.B. of the General Conditions in its entirety.

SC-11.01.C Delete Paragraph 11.01.C of the General Conditions in its entirety.

SC-11.03.D Delete Paragraph 11.03.D of the General Conditions in its entirety.

SC-13.02 Add the following Paragraph 13.02.B to the end of Paragraph 13.02 of the General Conditions:

B. Said access shall conform to all requirements of the regulatory agency or agencies who claim jurisdiction over the safety of the project site. Failure by the Contractor to provide safe access for the above parties will be a violation in a substantial way of the provisions of the Contract Documents as provided for in Paragraph 15.02.A.4 of the General Conditions.

SC-13.04 Delete Paragraph 13.04 in its entirety.

SC-13.06.A Delete the phrase "rejected by Engineer" in Paragraph 13.06.A of the General Conditions and insert the following in its place:
rejected by Owner

and as so amended, Paragraph 13.06.A remains in effect.

SC-13.09.A Delete Paragraph 13.09.A of the General Conditions in its entirety and insert the following sentence in its place:
If Contractor fails within a reasonable time after written notice of Owner to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by Owner in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provisions of the Contract Documents, Owner may, after seven 7 days written notice to Contractor, correct and remedy any such deficiency.

SC-14.01.A Delete Paragraph 14.01.A of the General Conditions in its entirety and insert the following in its place:

The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Owner. Progress payments on accounts of Unit Price Work will be based on the number of units completed.

SC-14.09.A.2 Delete Paragraph 14.09.A.2 of the General Conditions in its entirety and insert the following in its place:

A waiver of all claims by Contractor against Owner and Engineer other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner and Engineer in writing as still unsettled.

****END OF SECTION****

SECTION 00120
CHANGE ORDER FORM

Change Order No. _____

Date _____

Agreement Date _____

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District

Class of Work: Chemical Treatment

Project Location: Scott County, Minnesota

Contractor: _____

The following changes are hereby made to the Contract Documents:

<Insert detailed descriptions of what changes are made and attach drawings, new data or reports if needed. Explain how the Contract Amount will change, how the change is calculated and whether the Contract time changes.>

Justification:

<Insert the basis for this change (Examples are OWNER discretion, changed conditions on-site, inclement weather, etc).>

\$_____

\$ _____

\$_____

\$ _____

\$_____

 calendar days.

_____. (Date).

To be effective, this Change Order must be approved by the Owner and the Contractor if it changes the scope of objective of the Project, or as may otherwise be required by the Contract Documents.

<Engineer>

(date)

<Owner Representative>

(date)

(Prior Lake - Spring Lake Watershed District)

(date)

(Contractor)

(date)

****END OF SECTION***

Division 1 – General Specifications

SECTION 01000

SUMMARY OF WORK

PART 1: GENERAL

1.01 CONTRACT DOCUMENTS

- A. The Contract Documents are as defined in the Instructions to Bidders and the Agreement. The terms of the Contract Documents apply to these Specifications as fully as though repeated herein.
- B. The format of these Specifications is based upon the CSI MASTERFORMAT, however differences in format and subject matter location do exist. It is the Contractor's sole responsibility to thoroughly read and understand these Specifications and request written clarification of those portions, which are unclear.
- C. Division of the Work as made in these Contract Documents is for the purpose of specifying and describing work, which is to be completed. There has been no attempt to make a classification according to trade or agreements, which may exist, between Contractor, Subcontractors, or trade unions or other organizations. Such division and classification of the Work shall be the Contractor's sole responsibility.

1.02 EXISTING SITE CONDITIONS AND USES

- A. Work included as part of this project is the application of Aluminum Sulfate to Spring Lake located in the Prior Lake-Spring Lake Watershed District in Minnesota. The site area is located in the City of Prior Lake and Spring Lake Township.
- B. Project and treatment zones are shown on Figure 1.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. The overall scope of the Work which is more fully described in these Contract Documents includes, but is not necessarily limited to, furnishing all labor, tools, equipment, and materials necessary to:
 - 1. Mobilize and demobilize labor, aluminum sulfate treatment equipment, and materials.
 - 2. Furnish and apply Aluminum Sulfate.
 - 3. Demobilize all remaining materials and equipment from the site.
- B. It is the intent of the Contract Documents to cover all aspects of the Project. Should there be some item or items not shown on Figure 1 or not described in these Specifications which are required for the Work, those items and the furnishing of all labor, materials, and equipment shall be considered incidental to the Work and no additional compensation will be provided.

- C. The Work includes the furnishing of all labor, equipment, tools, machinery, materials, and other items required for aluminum sulfate treatment of Spring Lake as specified. Equipment furnished shall be in safe operating condition and of adequate size, capacity, and condition for the performance of the Work.
- D. Contractor shall be solely responsible for the coordination of its activities with regard to the Project and the activities of Subcontractors and Engineer.

1.04 WORK BY Owner

- A. Owner will obtain an aluminum sulfate treatment permit from the Minnesota Pollution Control Agency necessary for aluminum sulfate treatment of Spring Lake. Contractor shall request such information from Owner a minimum of five days prior to the time when such information is needed.

1.05 Owner FURNISHED PRODUCTS

- A. Owner will not furnish any products for this Project.

1.06 Contractor USE OF PREMISES

- A. Definition of Site: The Site is defined as the area within the approximate Project Limits shown on Figure 1. OWNER will provide for CONTRACTOR authority to use the area within the Project Limits for ingress/egress and operations, including material and equipment staging and storage. Contractor shall limit ingress/egress and operations, including material and equipment staging and storage, to within those Project Limits. Any disturbance outside the Project Limits shall be fully restored at the Contractor's expense. Contractor shall coordinate and finalize staging area with the Owner and the Minnesota Department of Natural Resources prior to beginning the Work to ensure that public access to the lake is maintained throughout the duration of the Work.
- B. Hours of Operation: Contractor's operations shall be limited to the hours approved by the Minnesota Department of Natural Resources and each local governmental unit in accordance with local laws and regulations.
- C. Unfavorable Treatment Conditions: The ENGINEER will advise CONTRACTOR when conditions are unsuitable to apply alum pursuant to the criteria of Section 02400 and the judgment of ENGINEER as necessary to apply those criteria. When ENGINEER has so advised CONTRACTOR, and until ENGINEER has advised CONTRACTOR that conditions again are suitable, Contractor shall confine operations to work which will not be adversely affected by such conditions. No portion of the Work shall occur under conditions which would adversely affect the quality of the Work, unless special means or precautions are taken to perform the Work in a proper and satisfactory manner.

1.07 SEQUENCE OF WORK

- A. Work shall commence within three (3) calendar days of the Notice to Proceed and shall be completed on or before the date indicated in the Instructions to Bidders.

- B. Contractor shall determine the sequence of Work required to efficiently progress with the Work. The sequence of the Work shall be clearly evident from the Contractor's progress schedule, submitted in accordance with ARTICLE 2 of the General Conditions and thereafter revised.

1.08 WORK BY OTHERS

- A. Contractor's obligations with regard to coordination with other Work are more fully set forth in Article 7 of the General Conditions.

1.09 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

END OF SECTION 01000

SECTION 01010

MEASUREMENT AND PAYMENT

PART 1: GENERAL

1.01 GENERAL

- A. This Section of the Specifications describes the measurement and payment for the Work to be done under the items listed on the Bid Form.
- B. Each unit or lump sum price stated on the Bid Form shall constitute full compensation as herein specified for each item of work completed in accordance with the requirements of the Contract Documents including Figure 1 and Specifications, including all clean up and restoration.
- C. All costs in connection with the Work, including furnishing all materials, supplies and appurtenances; providing all equipment and tools; and performing all necessary labor, coordination, supervision, and management to fully complete the Work shall be included in the unit prices or unit lump sum prices quoted on the Bid Form. All Work not specifically set forth as a separate bid item herein shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the amounts and prices submitted on the Bid Form.

1.02 ESTIMATED QUANTITIES

- A. All estimated quantities for Unit Price items in the Bid Form are approximate and are to be used only as a basis for determining the initial Contract Price. The actual amount of work to be done or materials to be furnished under the Unit Price items may differ from the estimated quantities. The basis of payment for work or materials furnished or placed will be the actual quantities of work performed or material furnished and placed. The Contractor agrees to make no claim for damages, anticipated profits, or otherwise due to any difference between the quantities of Work actually performed or materials furnished and placed and the estimated quantities included in the Bid Form.

1.03 INTENT OF BID FORM ORGANIZATION

- A. Payment for all Work shall be in accordance with the terms and conditions set forth elsewhere in the Contract Documents and the Contractor's Bid prices set forth in Contractor's conformed Bid Form. The Bid items set forth in the Bid Form subdivide the Project for purposes of measurement and payment only, and are intended to represent the entire and complete Project as set forth in the Contract Documents. The Bid items set forth in the Bid Form shall constitute full compensation to Contractor for providing all supervision, labor, materials, equipment, tools and supplies, and overhead and profit to complete the Work in complete accordance with the Contract Documents.

- B. The following paragraphs provide additional descriptions of the Work included in each of the Bid items subject to the provisions of paragraphs 1.01, 1.02, and 1.03 of this Section
1. Some of the Bid items are based on unit lump sum prices. Partial progress payment for those unit lump sum items shall be made in accordance with monthly estimates of percent completed for each item included in the breakdown in Contractor's approved Schedule of Values.
 2. Other Bid items are based on Unit Prices. For those items, progress payments shall be based on the actual quantities of each item of Work completed in accordance with the Contract Documents.
- C. The procedures for submitting and processing progress payments are set forth elsewhere in the Contract Documents.

1.04 BID ITEMS

- A. Mobilization/Demobilization
1. Method of Measurement: Mobilization/Demobilization will be measured on the basis of a single lump sum (L.S.) unit.
 2. Basis of Payment: Contractor will be paid a lump sum (L.S.) price for mobilization/demobilization on completion of the Work. The lump sum price shall be payment in full for the costs of all supervision, labor, materials, equipment, overhead and profit, and performing all operations as are necessary for mobilization to and demobilization from the Work site, all complete as specified. This item shall include the Contractor's premium for any special insurance obtained for this project; development and maintenance of appropriate health and safety plan; equipment mobilization and demobilization; lake use restrictions signage and control of other watercraft during application; site restoration not specifically paid for elsewhere in this Specification, site cleanup; preparing and transmitting the required submittals; obtaining all licenses required of the Contractor to complete all aspects of the Work unless otherwise identified elsewhere in these Specifications; spill protection; and all incidentals and other items not specifically paid for but included in the total scope of the Work.
- B. Application of Aluminum Sulfate
1. Method of Measurement: Liquid aluminum sulfate will be measured as tons applied to the lake to achieve the specific dose determined by the Engineer as described in Section 02400. At the end of each day, Contractor shall provide Engineer with documentation of total number of tons applied that day along with percent aluminum in the liquid aluminum sulfate. Excess aluminum sulfate not applied directly to the lake shall not be included in this measurement.
 2. Basis of Payment: Contractor will be paid a unit price per gallon of aluminum sulfate applied, for aluminum sulfate, all complete as specified. This unit price shall be payment in full for the costs of all supervision, materials, equipment,

labor, supplies, profit and overhead, and perform all operations necessary to transport, store, and apply the chemical to selected areas, all complete as specified.

1.05 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

END OF SECTION 01010

SECTION 01015

PAYMENT PROCEDURES

PART 1: GENERAL

1.01 DESCRIPTION

- A. The requirements set forth herein are intended to supplement the procedure described or referred to in the General Conditions as modified by the Supplementary Conditions.

1.02 APPROVAL OF PAYMENT

- A. The Board of Managers for the Prior Lake-Spring Lake Watershed District (Owner) meets on the second Tuesday of each month. Owner generally needs to receive Application for Payment, as recommended by the Engineer, 13 calendar days prior to the meeting if the application is to be considered. The Managers will generally consider the Application for Payment properly and timely if presented to the Owner in accordance with the General Conditions as modified by the Supplementary Conditions and these requirements. Payment, if approved, will be made within 7 calendar days of the meeting.

1.03 SUBMITTALS

- A. Application for Payment
 - 1. Submit in accordance with the schedule requirements of the General Conditions as modified by the Supplementary Conditions.
 - 2. Submit a tabulation of the items, unit prices, quantities completed, completed values in a form acceptable to Engineer.
 - 3. Submit Application for Payment on a form provided by Engineer.
 - 4. Submit such supplemental documentation in the form of invoices, statements, etc. as may be required by Engineer or Owner, and such other documentation, certificates, and schedules as are otherwise required by the Contract Documents.
 - 5. Only one application for payment shall be made, on completion of the Work.

1.04 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

END OF SECTION 01015

SECTION 01070

PROJECT MEETINGS

PART 1: GENERAL

1.01 TREATMENT PLANNING CONFERENCE

- A. After Owner issues to Contractor the Notice of Award, Engineer will schedule a treatment planning meeting to be held at either Engineer's offices or at Owner's offices that shall be attended by Owner, Contractor, Engineer, and others as appropriate. The meeting will be scheduled promptly after the Notice of Award and as far in advance of the commencement date as is practical. The purpose of the meeting will be to comply with the provisions of paragraph 2.06 of the General Conditions.
- B. Agenda items may include:
 - 1. Distribution of Contract Documents
 - 2. Designation of responsible personnel for all parties, lines of communication, and lines of authority, including Project Contacts (see Paragraph 1.04 of this Section).
 - 3. Scope of work and the anticipated schedule of operations
 - 4. Critical work sequencing
 - 5. Aluminum tanker truck storage location and site access for aluminum distribution to barge or boat
 - 6. Record documents and reporting
 - 7. Site safety and security procedures
 - 8. List of major subcontractors
 - 9. Procedures for processing change orders
 - 10. Use of premises including equipment and material storage
 - 11. Materials deliveries
 - 12. Housekeeping procedures

1.02 PROGRESS PHONE CALLS

- A. Progress phone calls may be scheduled by the Engineer as needed at a time mutually agreeable to the Contractor and Engineer. A preferred time for these calls is prior to Contractor's submittal of Application for Payment.

- B. Following each phone call, the Engineer will prepare and distribute to Owner and Contractor copies of the notes of the phone call. These will include a brief summary of the progress of the Work since the previous phone call.

1.03 UNSCHEDULED MEETINGS

- A. The Contractor shall attend other unscheduled meetings which may be reasonably requested by Engineer or Owner to discuss unanticipated changes in the Work, or conditions at the site, or other issues and which must be resolved before progression of work.

1.04 PROJECT CONTACTS

- A. Contractor shall submit to Engineer the name of one person available for ongoing technical support and who are familiar with the Project and are responsible for its completion.
- B. The list should include name, functional title, mailing address, and phone number.
- C. At least two phone numbers shall be furnished which will provide 24-hour answering by a competent technical representative of Contractor in the event of an emergency or other unanticipated condition requiring immediate attention. At least one person shall be available at all times for immediate response to the site within 2 hours of being called. The responding person shall be the Contractor's representative at the Site and shall have authority to act on behalf of Contractor.

1.05 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

END OF SECTION 01070

SECTION 01080

SUBMITTALS

PART 1: GENERAL

1.01 GENERAL SUBMITTAL PROCEDURES

A. Contractor shall:

1. Transmit each submittal labeled with the Project name, name of the submittal, and Section and page number of these Contract Documents in which the submittal was required. Indicate the type or purpose of the submittal as more fully described elsewhere in this section with regard to the Schedule of Submittals. Transmit the correct number of copies as described below for each type of submittal. Each submittal shall be accompanied by a transmittal letter stating the same information.
2. Transmit all submittals to Engineer at the address set forth in the Supplementary Conditions and to the attention of the Project Engineer designated by Engineer.
3. Apply Contractor's stamp, signed or initialed certifying that review and coordination of information is in accordance with the requirements of the Work and Contract Documents. Unstamped or unsigned submittals will be returned without action.
4. Schedule submittals to expedite Project and in accordance with the Schedule of Submittals to be prepared by Contractor. Coordinate submission of related items.
5. Identify all variations or deviations from the Contract Documents and identify alternative products or system limitations which may be detrimental to successful performance of the completed Work.
6. Provide space for Engineer review stamps and comments on all submittals.
7. Revise and resubmit submittals as required in a timely manner. Identify all changes made since previous submittal.
8. Promptly distribute copies of reviewed submittals to Subcontractors, suppliers, and other concerned parties. Instruct parties to promptly report any inability to comply with provisions.
9. Not proceed with any Work requiring a submittal, including resubmittal, to Engineer until the submittal has been returned to Contractor without a requirement for resubmittal.

B. All submittals that are made that are not specifically required by the Contract Documents will be returned without action.

C. All submittals shall come from the Contractor and submittals directly from Subcontractors or vendors will be returned without action.

1.02 PROGRESS SCHEDULE

- A. Contractor shall submit an estimated progress schedule and a finalized progress schedule in accordance with the requirements of paragraphs 2.05.B and 2.07 of the General Conditions.
- B. The Contractor shall revise the finalized progress schedule from time to time, as may reasonably be requested by Engineer or Owner, to reflect the current status and progress of the Work and the operations necessary to complete the Work as required.
- C. The progress schedule shall clearly illustrate the sequence of the Work (by locations and other factors as may be appropriate) to be followed by Contractor to efficiently progress with the Work.

1.03 SCHEDULE OF VALUES

- A. If requested by the OWNER, Contractor shall submit a preliminary schedule of values and a finalized schedule of values in accordance with the requirements of paragraphs 2.05.B and 2.07 of the General Conditions and in the form herein specified.

1.04 SCHEDULE OF SUBMITTALS

- A. Contractor shall submit a preliminary schedule of submittals in accordance with the requirements of paragraph 2.05.B of the General Conditions and in the form herein specified. Contractor shall submit a finalized schedule of submittals in accordance with the requirements of paragraph 2.07 of the General Conditions except that this finalized schedule of submittals to Engineer and Owner will be submitted prior to beginning any Work.
- B. The schedule of submittals shall be in tabular form listing all submittals which are required by the Contract Documents and the date on which Contractor will make submittal. As a minimum, the schedule of submittals shall consist of the following columns:

- | | |
|----------------------|---|
| 1. SUBMITTAL NUMBER: | Number consecutively. |
| 2. SECTION NO.: | Section number or description of location in Contract Documents where submittal is requested. |
| 3. PAGE NO.: | Page number of section in Contract Documents where submittal is requested. |
| 4. ITEM: | Description of item or items to which submittal pertains. |

5. SUBMITTAL TYPE: A letter code indicating what type of submittal was requested. The type key shall be as follows:
- a. Information or Documentation
 - b. Review
 - c. Approval
 - d. Alternate Product Supporting Data
 - e. Administrative such as schedules, etc.
6. DEFICIENCIES: Manner in which submittal or proposed alternate product does not meet the requirements of the Contract Documents.
7. ANTICIPATED SUBMITTAL DATE: Date on which Contractor anticipates submittal to be delivered to Engineer.
8. RESPONSE REQUIRED: Indicate yes if Contractor anticipates response from Engineer and no if no response is anticipated.

- C. The Schedule of Submittals will be reviewed by Engineer and Engineer will respond in writing, listing deficiencies. The Contractor shall not list submittals not called for in the Contract Documents. The schedule shall include all items for which Contractor proposes to use substitute or “or equal” products. Contractor shall correct deficiencies and resubmit schedule of submittals prior to beginning any Work.

1.05 REVIEW OF SUBMITTALS

- A. The Engineer’s review of engineering data will cover only general conformity of the data to the Specifications and Contract Documents, external connections, and interfaces with equipment and materials furnished under separate specifications. The Engineer’s review does not indicate a thorough review of all dimensions, quantities, and details of the equipment, material, device, or item indicated or the accuracy of the information or documentation submitted; nor shall review or approval by the Engineer be construed as relieving the Contractor from any and all responsibility for errors or deviations from the requirements of the Contract Documents.
- B. All engineering data submitted, after final processing by the Engineer shall become a part of the Contract Documents and the work indicated or described thereby shall be performed in conformity therewith unless otherwise required by the Owner.

1.06 SUBMITTAL FOR INFORMATION OR DOCUMENTATION

- A. Submit one copy to Engineer and one copy to Owner.
- B. Submittal shall be made at least 5 days before the subject of the submittal is to be incorporated into the Work.

- C. Submittal is for the purpose of formal verification that the subject of the submittal conforms to the requirements of the Specifications, for formal documentation of the Work, or both.
- D. No action is required by Owner or Engineer. Engineer will generally notify Contractor if deficiencies are identified; however Contractor is solely responsible for ensuring that the subject of the submittal conforms to the requirements of the Specifications.

1.07 SUBMITTAL FOR REVIEW

- A. Submit two copies to the Engineer and one copy to Owner.
- B. Submittal shall be made at least 10 days before the subject of the submittal is to be incorporated into the Work. Engineer will respond within 5 days from receipt of submittal.
- C. Submittal is for the purpose of providing opportunity to Engineer for review and comment on the subject of the submittal.
- D. Engineer will respond to the submittal either with a list of comments or indicating no comments.
- E. If Engineer's comments indicate a deficiency with respect to the requirement of the Specifications, Contractor shall amend the submittal and resubmit. Engineer will again respond to the resubmittal.
- F. If Engineer's comments are in regards to an issue which based upon the Contract Documents is at Contractor's discretion, Contractor shall furnish additional information provide justification, and otherwise cooperate in addressing and resolving Engineer's comments.
- G. Contractor shall remain solely responsible for ensuring that the subject of the submittal conforms to the requirements of the Specifications.

1.08 SUBMITTAL FOR APPROVAL

- A. Submit two copies to the Engineer and one copy to Owner.
- B. Submittal shall be made at least 15 days before the subject of the submittal is to be incorporated into the Work. Engineer will respond within 7 days from receipt of submittal.
- C. Submittals shall be stamped with Contractor's approval. Contractor's stamp shall be a representation that Contractor has assumed full responsibility for determining the submittal requirements and verifying that the subject of the submittal conforms to the requirements of the Specifications. Submittals not bearing Contractor's stamp will be returned without review or action.
- D. Engineer will review, make notations as appropriate, stamp, and return submittals to Contractor. Engineer's stamp and Contractor's required action are described below:

1. NO EXCEPTIONS TAKEN. Contractor may proceed without further action.
 2. RECOMMENDED REVISIONS NOTED. Contractor shall review Engineer's notations and revise subject of submittal as required to conform to the requirements of the Drawings and Specifications before proceeding with the Work. Resubmittal is not required.
 3. RESUBMIT. Contractor shall review Engineer's notations, revise subject of submittal as required to conform to the requirements of the Specifications, and resubmit to Engineer for additional action.
 4. REVIEW COMPLETE, FURNISH THREE FILE COPIES. Contractor shall furnish the requested number of copies and may proceed without further action.
- E. Work may proceed when submittals have been returned marked RECOMMENDED REVISIONS NOTED, provided the work is performed in accordance with the Engineer's notations, or NO EXCEPTIONS TAKEN.

1.09 ALTERNATE PRODUCT SUPPORTING DATA

- A. If Contractor proposes to use alternate or substitute products, Contractor shall submit written application as required by paragraph 6.05.A.2 of the General Conditions.
- B. Submit two (2) copies of literature, drawings, and any other data necessary to substantiate that proposed substitute is equivalent or equal to the item named, and otherwise meets the conditions established in paragraphs 6.05.A through 6.05.F of the General Conditions.
- C. Do not proceed with product installation or use until written approval by Engineer is received in accordance with paragraphs 6.7.1 through 6.7.3 of the General Conditions.

1.10 RECORD DOCUMENTS

- A. Submit one original copy to Owner and one duplicate to Engineer of all record documents (or clearly legible copies) prior to substantial Completion.
- B. Record documents consist of all Drawings, Specifications, Addenda, Change Orders, and Shop Drawings legibly annotated to reflect all changes made during construction.

1.11 WARRANTY OR GUARANTEE CERTIFICATES

- A. Submit three (3) executed copies prior to Substantial Completion.
- B. All warranty or guarantee certificates shall be signed by Contractor and all other parties as requested in specific sections.

1.12 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]
PART 3: EXECUTION [NOT USED]

END OF SECTION 01080

SECTION 01085

SAFETY

PART 1: GENERAL

1.01 GENERAL

- A. In accordance with generally accepted chemical treatment practices, the Contractor shall be solely and completely responsible for job site conditions and safety procedures and programs, including safety and health of all persons and property, on those portions of the site affected by or used by Contractor, Contractor's employees, subcontractors, agents, and others during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. Observation of the Work and Contractor's performance by Owner and Engineer is not intended to include review of the adequacy of the Contractor's safety and health procedures and programs on or near the construction site. The Contractor is solely responsible for the protection of property and the safety and health of its employees, Subcontractors, Suppliers, agents and others on or near the site before, during and after the treatment, for the duration of the Contract Time.

1.02 SAFETY

- A. In addition to the requirements of paragraph 6.13.B of the General Conditions as amended by the Supplementary Conditions, the Contractor shall be responsible for:
 - 1. Furnishing Contractor's employees, as well as any subcontractor's and supplier's employees, with all safety equipment and other protection devices needed to comply with Laws and Regulations or accepted safety practices.
 - 2. Any safety violation and/or fine that may occur because of any neglect by Contractor, Contractor's employees, Contractor's subcontractors, or any third party under Contractor's supervision or direction.

1.03 HAZARD COMMUNICATION PROGRAMS

- A. Contractor shall comply with paragraph 6.15 of the General Conditions.

1.04 EMERGENCIES

- A. Contractor shall comply with paragraph 6.16 of the General Conditions.

1.05 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]
PART 3: EXECUTION [NOT USED]

END OF SECTION 01085

SECTION 01095

CLOSEOUT PROCEDURES

PART 1: GENERAL

1.01 RECORD DOCUMENTS

- A. Record information on record documents concurrent with treatment progress. Engineer or Owner may require Contractor to improve its performance with regard to recording information during the treatment process.
- B. Submit record documents and other submittals required by other Sections of these Specifications.

1.02 CLEANUP

- A. The Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work, shall remove all waste materials, rubbish and debris from the premises as well as all tools, treatment equipment, and surplus materials. Contractor shall leave the site clean.

1.03 GUARANTIES AND WARRANTIES

- A. The Contractor shall guarantee all work and material against all defects as specified in paragraph 13.07 of the General Conditions or as otherwise required for specific items in these Specifications. The Contractor shall repair or replace any such defective Work and materials to conform to the provisions of the Contract and without expense to the Owner, within one (1) day after notification in writing by the Owner or Engineer of such defective Work or material. If the Contractor does not make said repairs or replacements or have made arrangements for the correction thereof within the period specified above, the Owner may do so and will charge the cost of same to the Contractor. The Contractor shall perform repair work so as to cause the Owner a minimum of inconvenience and interruption of services.

1.04 FINAL SUBMITTALS

- A. Contractor shall complete all submittals required by these Contract Documents prior to the payment of Contractor's Final Application for Payment by Owner. Final payment shall not become due and payable until 10 days after all submittals have been made acceptable to Engineer or as provided in paragraph 14.07 of the General Conditions, whichever is later.

1.05 BASIS FOR COMPENSATION

- A. All costs to comply with the requirements of this Section of the Specifications shall be considered to be included in the Contract Price and no additional compensation will be provided.

PART 2: PRODUCTS [NOT USED]
PART 3: EXECUTION [NOT USED]

END OF SECTION 01095

SECTION 01100

MOBILIZATION AND DEMOBILIZATION

PART 1: GENERAL

1.01 MOBILIZATION/DEMOBILIZATION

- A. The Work covered by mobilization/demobilization consists of, but is not limited to furnishing all labor, equipment, and materials, and performing all operations necessary to move personnel, equipment, supplies, and incidentals to the project site to establish and maintain project materials and equipment storage areas, parking areas, and other areas necessary for the Work; provide water and chemical tracking control; perform all work that must be completed before beginning work on the project for which payment is not provided elsewhere in these Specifications; remove all equipment, materials and labor from the project site after it is no longer necessary and restore the Work area; furnish all bonds and insurance certificates obtained specifically for this project, all in accordance with the Contract Documents, and in compliance with all requirements of Division 1 of these Specifications.

1.02 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this section of these Specifications shall be in accordance with the provisions set forth in Section 01010, Unit Price Measurement and Payment.

PART 2: PRODUCTS [NOT USED]

PART 3: EXECUTION [NOT USED]

END OF SECTION 01100

Division 2 – Technical Specifications

SECTION 02400

CHEMICAL TREATMENT

PART 1: GENERAL

1.01 DESCRIPTION

- A. All Work included in this Section shall be performed in accordance with the following paragraphs, the General Requirements set forth in Division 1 of these Specifications, and the provisions of the other Contract Documents.
- B. Work covered by this section includes furnishing all supervision, labor, materials, and equipment required to supply, deliver, store and apply aluminum sulfate to Spring Lake, shown on Figure 1. The Contractor shall:
 - 1. Furnish, deliver, store and apply liquid aluminum sulfate to Spring Lake to mitigate the internal release of phosphorus from the lake sediment.
 - 2. Treat at appropriate weather, temperature, and flow conditions as directed by the Engineer.
 - 3. Furnish, install and remove all appropriate signage and buoys (if used) in a timely manner.
 - 4. Restore all areas directly or indirectly disturbed by the Work.
 - 5. All other Work required for a completion of the aluminum sulfate treatment as a project whole.

1.02 REFERENCES

- A. AWWA B403-88 American Water Works Association Standard for Aluminum Sulfate.

1.03 SEQUENCE OF WORK

- A. Aluminum treatment shall not begin until chemical applicator (Contractor) is approved by Owner. Treatment is to occur once in the spring of 2018 (see 3.05.E for the specifics on the aluminum sulfate application timing).
- B. The Contractor shall be responsible for all labor, aluminum sulfate, aluminum sulfate application equipment and arrangements for the timely delivery of aluminum sulfate required to complete the project.
- C. Aluminum application shall be conducted according to ARTICLE 8 – Instructions to Bidders.

1.04 SUBMITTALS

- A. The Contractor shall submit a spill prevention and contingency plan to Engineer for review prior to beginning Work on the Project.
- B. The Contractor shall submit certificate(s) indicating all materials meet requirements of these Specifications before treatment occurs. The Contractor shall submit the item, applicable reference specification, class, type, manufacturer, and distributor. The Contractor shall also submit the results of aluminum sulfate lot testing of materials delivered to the site, including an analysis of the metals content of the material, before treatment.
- C. The Contractor shall submit GPS coordinates and corresponding application rates and amounts of aluminum sulfate applied to the lake. This data shall be collected by the Contractor in real-time during the application and submitted to Engineer on a daily basis.

1.05 BASIS FOR COMPENSATION

- A. Compensation for all Work covered under this section of these Specifications shall be in accordance with the provisions set forth in Section 01010, Unit Price Measurement and Payment.

PART 2: PRODUCTS

2.01 CHEMICALS

A Aluminum Sulfate (Alum)

- 1. Liquid aluminum sulfate supplied shall meet the requirements of AWWA B403-88. The liquid aluminum sulfate $[\text{Al}_2(\text{SO}_4)_3 \cdot 14.3(\text{H}_2\text{O})]$ shall be of commercial grade appropriate for the application with an aluminum content of **4.4%** Al^{+3} (Aluminum) by weight.

PART 3: EXECUTION

3.01 DELIVERY, STORAGE AND HANDLING

- A. The Contractor shall provide the name and location of the proposed chemical supplier with the Bid, and will be responsible for all coordination with the aluminum supplier necessary to insure timely delivery to the project site. The Contractor shall confine all storage of equipment and materials within the Project Limits and otherwise in a safe, secure and environmentally sound manner. Conformance to these requirements shall be determined by the Contractor, subject to disapproval of the Engineer, whose failure to disapprove does not, however, constitute any shift of responsibility to properly handle equipment and materials from Contractor to Engineer. Tank Truck haul routes and site access shall be as directed by Owner. If gradual off-loading is required the contractor shall be responsible for all demurrage charges.

- B. The Contractor shall provide notice to Owner of delivery of equipment and materials seven days prior to the delivery date.
- C. The Contractor shall maintain a copy of the spill prevention and spill contingency plan described in the Bid on site for the duration of the project.

3.02 UNFAVORABLE TREATMENT CONDITIONS

- A. Application of aluminum shall not occur when wind speeds 6 feet above the lake surface exceed 10 miles per hour.
- B. Application of aluminum shall not occur if it can be reasonably expected (forecast) that a significant precipitation event (greater than 0.5 inches in 24 hours) shall occur during treatment or begin within 24 hours after treatment completion.

3.04 LOCATION OF WORK

- A. Project Limits shall be the entire water surface area of Spring Lake and access area indicated on Figure 1 except for a 20 foot buffer zone around the shoreline of Spring Lake. The contractor shall not apply aluminum outside the indicated area on Figure 1 in the Drawings.

3.05 ALUMINUM APPLICATION

- A. The Contractor shall conduct the aluminum sulfate application utilizing a barge or similar vessel with an Engineer approved microprocessor injection system that allows for uniform application of liquid aluminum sulfate at variable boat speeds. Aluminum sulfate application shall be made to the indicated areas of Spring Lake at the doses identified in Figure 1.
- B. The Contractor shall ensure that the aluminum sulfate is **evenly distributed throughout the treatment area and that the appropriate dose is applied to the appropriate zone shown in Figure 1**. The Contractor shall maintain records to verify the area of coverage (also see Section 1.04).
- C. Owner will monitor the ambient pH in **Spring Lake** during the aluminum sulfate treatment application. If at any time during treatment, the depth-averaged ambient pH in the lake falls below 6.5 or increases above 9 S.U., Contractor will stop the treatment. Treatment will not resume until authorized by the Engineer.
- D. The aluminum sulfate treatment shall be made at a sufficient rate to insure long term sediment phosphorus inactivation, as determined by the Engineer. Unless advised otherwise by the Engineer, the Contractor shall apply aluminum sulfate at a dose rate of **475** gallons per acre in Zone 1 and **190** gallons per acre in Zone 2.
- E. The Engineer estimates that this treatment rate will require a total of **146,000** gallons or **810** tons of commercial grade (4.4% Al^{3+} Aluminum) liquid aluminum sulfate [$\text{Al}_2(\text{SO}_4)_3 \cdot 14.3(\text{H}_2\text{O})$]. It is Contractor's responsibility to ensure that enough material is available to complete the Work in accordance with the dosing requirements stated herein.

- F. The aluminum sulfate application must be complete before the surface temperature of Spring Lake has risen above 60° F. Application of aluminum sulfate shall not occur if it can be reasonably expected that the surface temperature of Spring Lake will drop below 40° F within 24 hours after treatment completion.
- G. The Contractor shall keep daily records acceptable to the Engineer and available for review as a basis for and substantiation of payment. Daily logs shall minimally state the following:
 - a. Hours of aluminum application
 - b. The quantity of aluminum applied
 - c. The approximate acreage and volume treated
 - d. Explanation of any downtime
 - e. GIS coordinates of application

END OF SECTION 02400

Figures

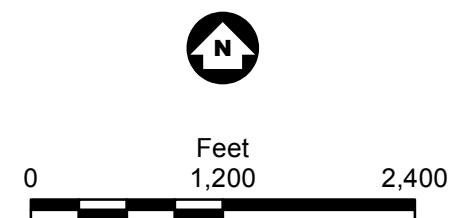
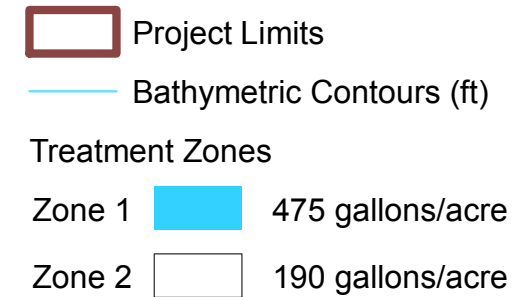
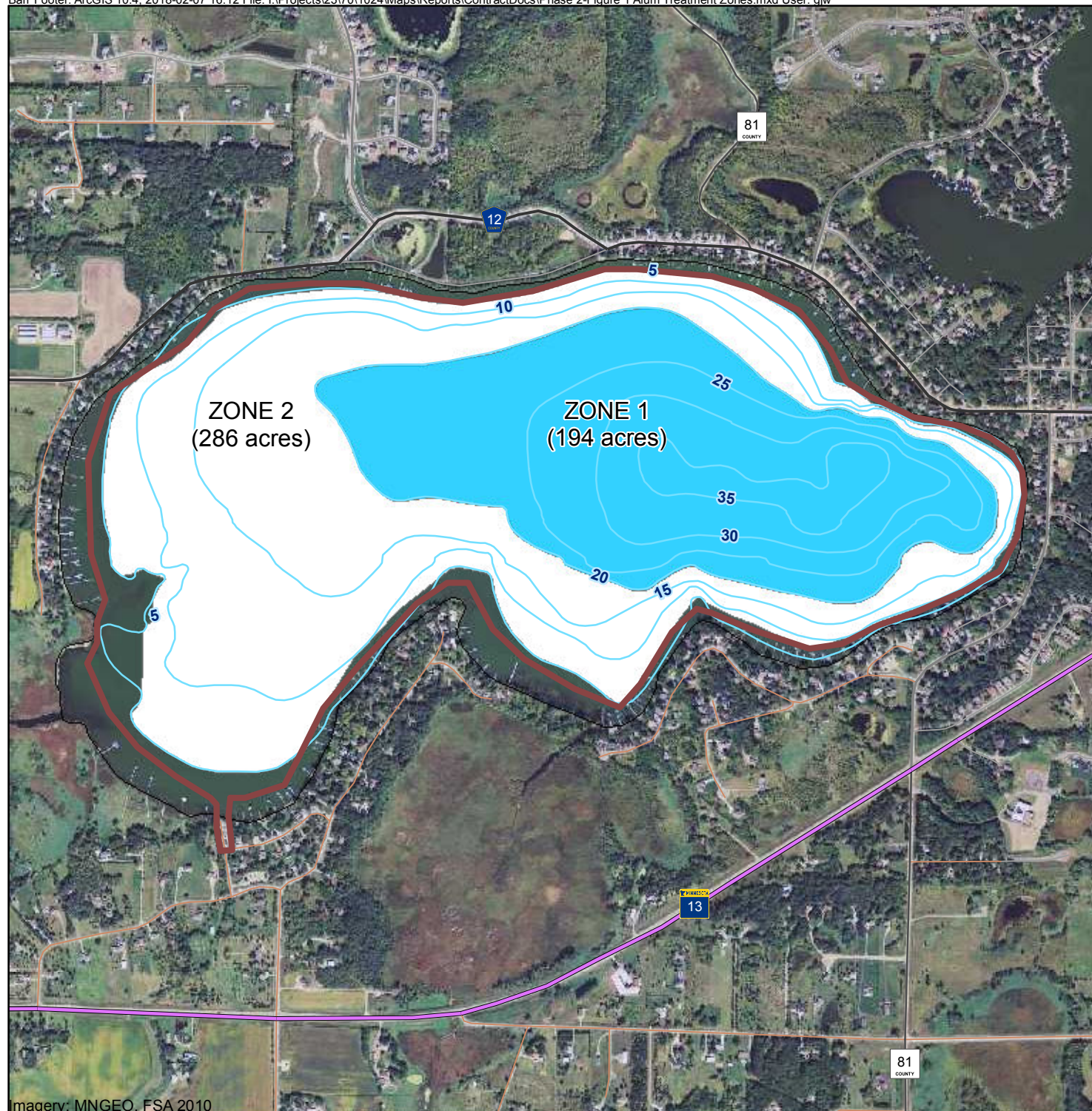


Figure 1

SPRING LAKE ALUM
TREATMENT ZONES
Prior Lake - Spring Lake
Watershed District

SECTION 00050
NOTICE OF AWARD

To: HAB Aquatic Solutions, LLC

Spring Lake Alum Treatment Phase II

Owner: Prior Lake - Spring Lake Watershed District
Class of Work: Chemical Treatment
Project Location: Scott County, Minnesota

The OWNER has considered the Bid submitted by you for the above-described work in response to its Advertisement of Bids and the Information to Bidders.

You are hereby notified that your Bid has been accepted in the Amount of \$279,000. You are required to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and Certificate(s) of Insurance and endorsement(s) within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said bonds, certificate(s) and endorsement(s) within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights and remedies as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

Dated this ____ day of _____, 20__

(OWNER)

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby verified by CONTRACTOR this the 31st day of March, 2018.

By: John C. Holz

Title: John C. Holz / owner

GOVERNING SPECIFICATIONS:

The 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS

ALL UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE 2013 EDITION OF THE CITY ENGINEER'S ASSOCIATION OF MINNESOTA STANDARD UTILITIES SPECIFICATIONS.

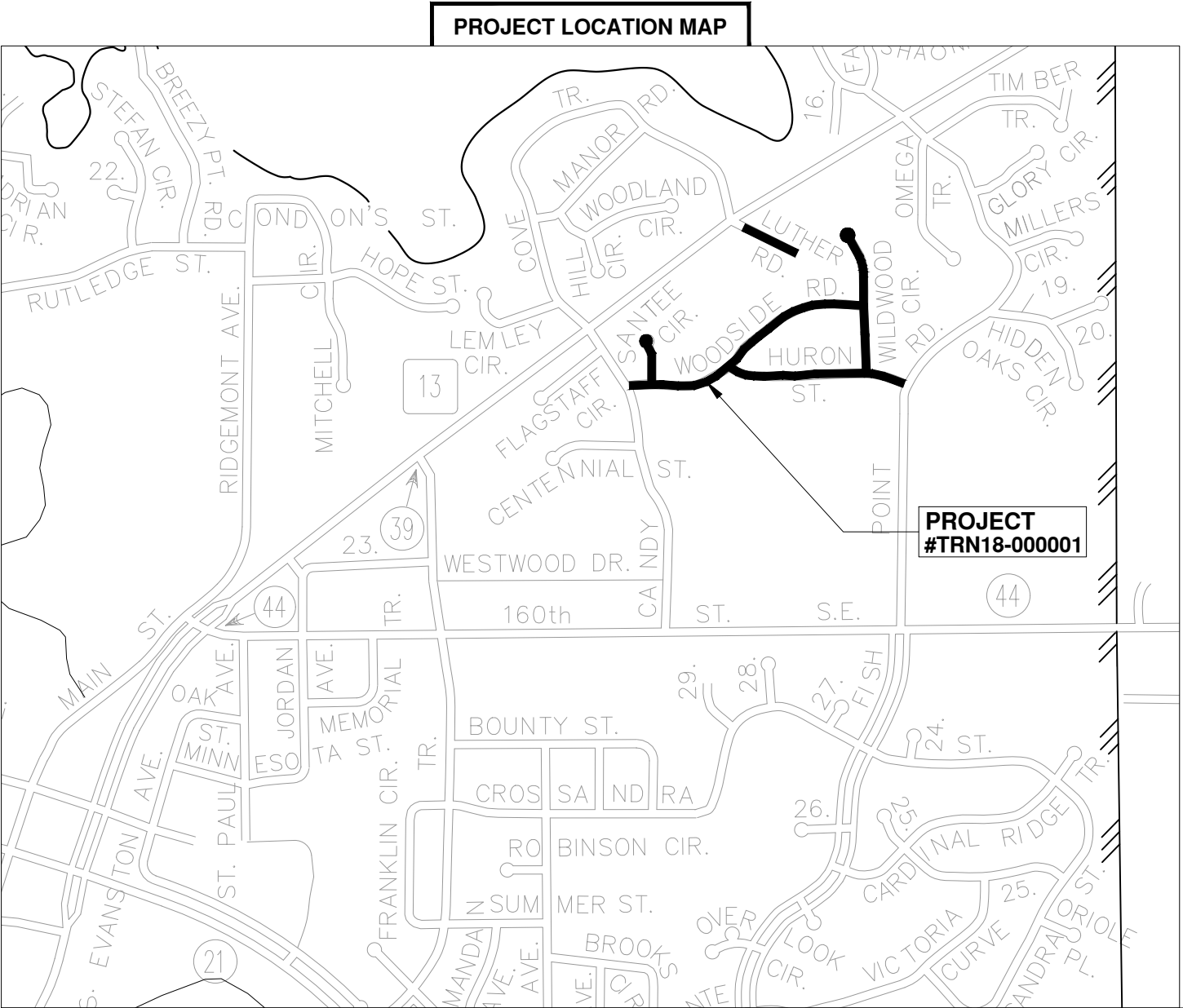
CITY OF PRIOR LAKE

CITY PROJECT #TRN18-000001

HURON ST, LUTHER RD, SANTEE CIR, WILDWOOD CIR, AND WOODSIDE RD

2018 STREET IMPROVEMENTS

CONSTRUCTION PLAN FOR GRADING, AGGREGATE BASE, BITUMINOUS PAVING, CONCRETE CURB & GUTTER, STORM SEWER, WATER MAIN, SANITARY SEWER & APPURTENANT WORK



INDEX OF SHEETS

THIS PLAN CONTAINS 57 SHEETS

1	TITLE SHEET AND PROJECT MAP
2	LEGEND
3	STATEMENT OF ESTIMATED QUANTITIES
4	TYPICAL SECTIONS & STORM SEWER SCHEDULE
5-6	CITY OF PRIOR LAKE DETAILS
7-9	SWPPP SHEETS
10-11	HURON ST, SANITARY AND WATER MAIN
12	SANTEE CIR, SANITARY AND WATER MAIN
13-14	WILDWOOD CIR, SANITARY AND WATER MAIN
15-17	WOODSIDE RD, SANITARY AND WATER MAIN
18	WOODSIDE RD EASEMENT, SANITARY AND WATER
19-20	HURON ST, STREET AND STORM SEWER
21	LUTHER RD, STREET
22	SANTEE CIR, STREET AND STORM SEWER
23-24	WILDWOOD CIR, STREET AND STORM SEWER
25-27	WOODSIDE RD, STREET AND STORM SEWER
28-29	WOODSIDE RD, STORM BASIN
30	HURON ST, EROSION CONTROL PLAN
31	LUTHER RD, EROSION CONTROL PLAN
32	SANTEE CIR, EROSION CONTROL PLAN
33	WILDWOOD CIR, EROSION CONTROL PLAN
34-35	WOODSIDE RD, EROSION CONTROL PLAN
36-41	HURON ST, CROSS SECTIONS
42-43	LUTHER RD, CROSS SECTIONS
44-45	SANTEE CIR, CROSS SECTIONS
46-49	WILDWOOD CIR, CROSS SECTIONS
50-57	WOODSIDE RD, CROSS SECTIONS

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.

 48684 03/19/2018
NICK MONSERUD REG.NO. DATE

NOTE:

EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY LAW. NOTIFY GOPHER STATE ONE CALL, 1-800-252-1166 OR 651-454-0002

THE SUBSURFACE UTILITY INFORMATION ON THIS PLAN IS QUALITY LEVEL "D". THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARDS GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"



CITY OF PRIOR LAKE
ENGINEERING DEPARTMENT
4646 DAKOTA STREET SE
PRIOR LAKE, MN 55372
PH:952/447-9830 FAX:952/447-4245

PRIOR LAKE - SPRING LAKE

WATERSHED DISTRICT

Permit #18.03 Report

Staff Review of Application for Permit

Project Name: Woodside/Huron Neighborhood Reconstruction Project

Applicant: City of Prior Lake
Engineer: Nick Monserud, City of Prior Lake

Exhibits: Excerpt from Construction Plans: Sheet 1
Note: Full plans and Stormwater Management Report available online at: <https://goo.gl/XDs1Rr>.

Date of this Report: April 4, 2018

Date of Board Meeting: April 10, 2018

Introduction

The City of Prior Lake proposes to complete a road reconstruction project that includes the replacement of sanitary sewer, watermain, storm sewer and streets, and will reduce overall impervious surface by 0.33 acre. The site is within the City of Prior Lake, in Scott County, MN to the east of Highway 13, between Candy Cove Trail and Fish Point Road.

Portions of the project site currently drain to a wetland and to storm sewer ultimately draining to the intersection of Candy Cove Trail and Highway 13. Stormwater is then conveyed through several culverts and ultimately ends up in a landlocked basin to the west of Lemly Circle.

Notice to Adjacent Landowners

On March 30, 2018, the District mailed a notice of the permit application and its scheduled consideration at the April 10, 2018 board meeting. This notice was mailed to landowners within 500 feet of the planned improvements.

Note to Permit Applicant:

This report is not a permit. If the District Board approves the project, the applicant must then obtain a permit through the District staff.

Proposed Plan and Analysis

The proposed project entails reconstruction of approximately 4,350 linear feet of public including grading, aggregate base, bituminous paving, concrete curb and gutter, storm sewer, water main, sanitary sewer and appurtenant work. The project entails:

- 2.82 acres of total impervious surface
- 0.33 acre reduction of impervious surface compared to existing conditions
- 6.70 acres of total disturbance

Stormwater Management (Rule D)

The project will reduce impervious surface over existing conditions by a total of 0.33 acre. With no net increase of impervious surface, the volume control requirement is satisfied by the project and rate control is met with the reduction in impervious surface and with the addition of the proposed biofiltration basin. The biofiltration basin also satisfies the District's water quality BMP (best management practices) criteria which requires that BMPs be sized for the post-development 2-year, 24-hour event under the developed condition for all points where stormwater leaves the site.

The proposed biofiltration basin located to the south of Woodside Road that would not only meet but exceed the water quality volume requirements for this project by roughly double. The City is requesting that the PLSLWD consider allowing the City to bank the remainder water quality volume for future road reconstruction projects that do not have enough space to provide stormwater management. Attached is a list of three potential projects that are proposed to be eligible to receive the credits.

Current PLSLWD Rules do not include a process to bank or receive stormwater credits. However, the Board has allowed the City in the past to run a volume management deficit in 2015 with the 15.01 Mushtown Road permit when the project site provided no opportunity to meet the volume requirements. Through the permit condition of an MOA that bound the City to make up the deficit with future identified projects, the volume deficit was restored the following year with the subsequent Manitou Ridge road project.

This situation would be reverse of the 15.01 Mushtown Road permit. The City is asking that they be able to apply the additional water quality volume provided by the Woodside/Huron project to future projects where meeting the water quality volume requirement is anticipated to pose a challenge. Details for this exchange would be formalized in an MOU with the City if the board supports using the credits provided on this project to future City projects.

Erosion and Sediment Control (Rule E)

A Stormwater Pollution Prevention Plan (SWPPP) will be implemented to meet NPDES requirements. An acceptable erosion control plan has been submitted that includes an acceptable erosion and sediment control plan, including inlet protections, silt fence, rock construction entrances, riprap at stormsewer outfalls, and revegetation of the proposed biofiltration basin.

Floodplain Alteration (Rule F)

An engineer's report conducted by EOR determined that there is no floodplain within the project corridor. The 100-year HWL of the proposed biofiltration basin is 951.7, with an EOF at 951.0. The existing home west of the proposed biofiltration basin, while lower in elevation, is not subject to freeboard requirements since the City is proposing an earthen berm and EOF to the Woodside Road gutter line such that any overflow would be routed away from the home.

Wetland Alteration (Rule G)

A single Type 1 (Seasonally Flooded (Forested) Basin) wetland is located within the project area and is 0.43 acres in size. The wetland has been determined to be a highly degraded, isolated wetland with little to no function. The proposed stormwater management plan includes excavation and conversion of this wetland into a biofiltration basin.

The City of Prior Lake is the local administer of the Wetland Conservation Act and has indicated its intent to mitigate for this wetland impact via the BWSR road bank. Although the wetland bank will be outside of the PLSLWD boundaries, staff believes that this approach is the most beneficial to the District given the low-quality condition of the wetland and the opportunity to provide improved stormwater benefits to downstream resources with the proposed biofiltration basin.

Watershed District Board Decision:

The application was initially received on March 20, 2018 and determined to be complete on March 23, 2018. To meet the procedural requirements of Rule B and Minnesota Statutes Section 15.99 regarding time deadlines for Board action, the Board must make a decision to either:

- 1) approve or deny the permit application by May 19, 2018
- or-
- 2) provide written notice to the applicant of an extension of the 60-day period and state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant.

Options for Action:

1. Approve the application subject to the conditions noted herein.
2. Table the item until a future date specified and provide the applicant with direction on the issues that have been discussed.
3. Deny the application, stating the reasons for the denial.
4. Other specific actions as directed by the Board of Managers.

Staff Recommendation:

District staff recommends Option 1, that the project be approved subject to the application submitted, the supplemental information submitted by the applicant's engineer, and with the conditions noted below.

Action Required:

A motion authorizing PLSLWD staff to issue a permit, subject to the following conditions:

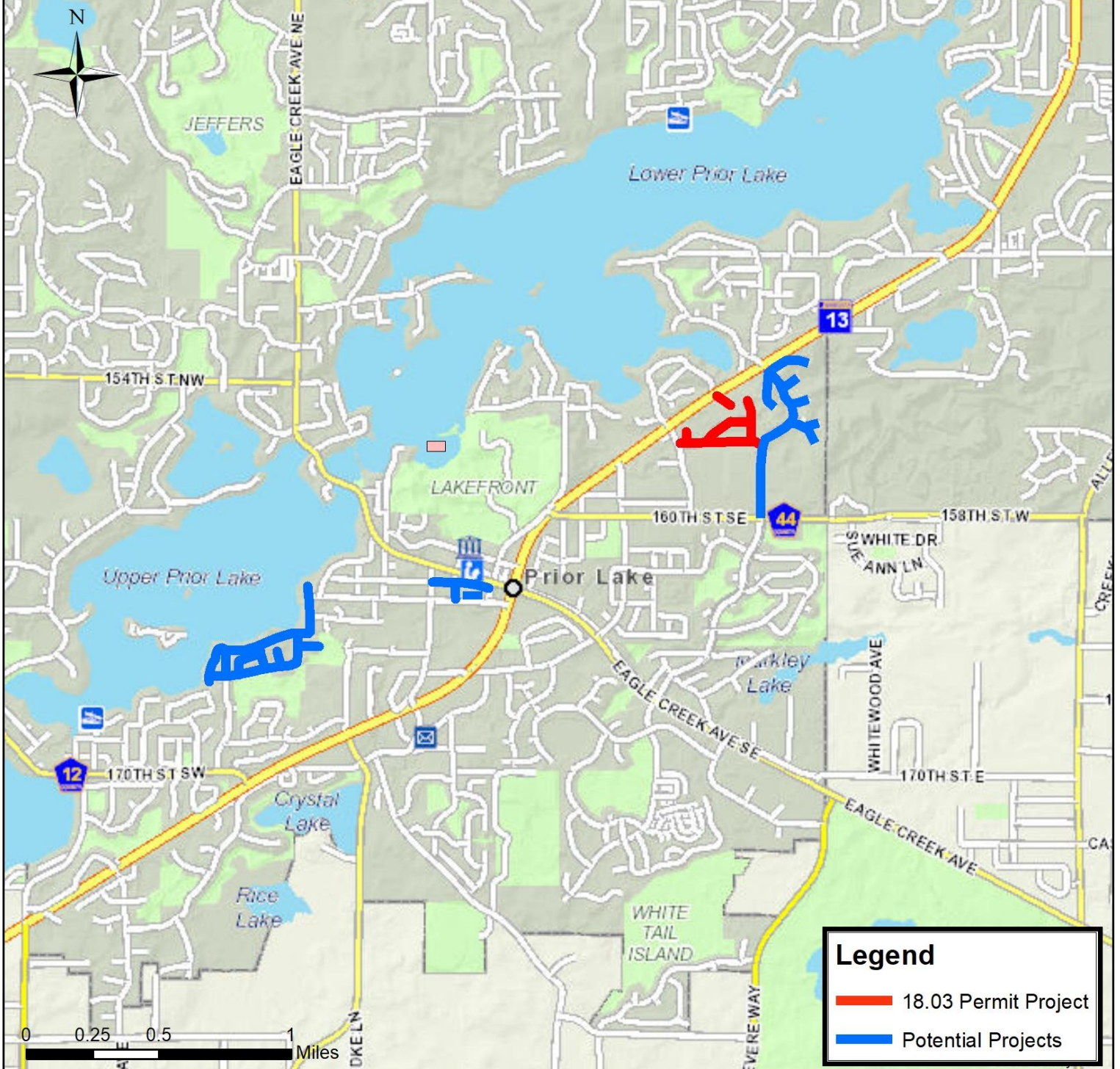
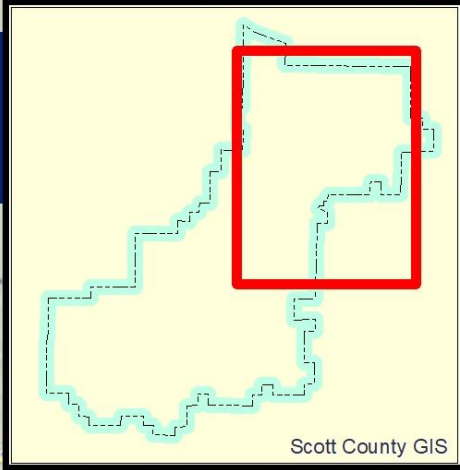
1. The permittee shall obtain all other required permits and approvals.
2. The permittee shall supply the District an as-built survey within 35 days of completion of the initial installation. The District shall review this survey as a part of the certificate of completion for the project.

3. The District will waive the requirement for a permit fee deposit.
4. A security deposit (surety) will be required from the contractor in the amount of \$6,700 prior to the issuance of the permit.
5. The permittee is responsible for the stabilization and maintenance of the adjacent areas disturbed by the construction.
6. The permittee will provide contact information for the responsible erosion control contractor prior to initiating work.
7. The permittee will provide an approved wetland replacement plan to the District for its records.
8. Letter from Prior Lake indicating City acceptance of maintenance responsibility for the proposed biofiltration basin.
9. The permittee shall supply the District with revised plans that address items #1 & 2 of the Engineer's Report dated 3/28/18.

Should the Board decide to approve the request by the City to receive credit for excess stormwater management storage per existing rules, staff recommends adding the following condition:

10. The permittee will work with the District to draft and sign an MOU or other legal instrument or binding document by the District to memorialize the City and the District's agreement to apply excess volume control credits created for this permit project towards separate future projects identified on the Potential Projects map attached.

POTENTIAL PROJECTS to Receive Stormwater Credits from Permit #18.03



MINNESOTA DEPARTMENT OF TRANSPORTATION SCOTT COUNTY

GRADING, BITUMINOUS SURFACING, RETAINING WALLS, SANITARY SEWER,
WATERMAIN, SIGNAL, TRAIL, AND ADA IMPROVEMENTS

CONSTRUCTION PLAN FOR

LOCATED ON CSAH 42 (140th ST / EGAN DR) FROM HEATHERTON RIDGE DRIVE TO ALLEN BLVD

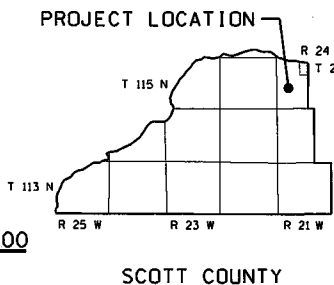
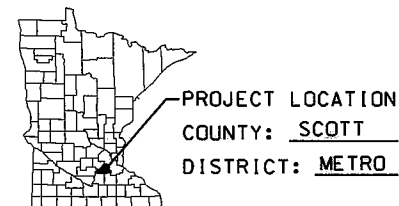
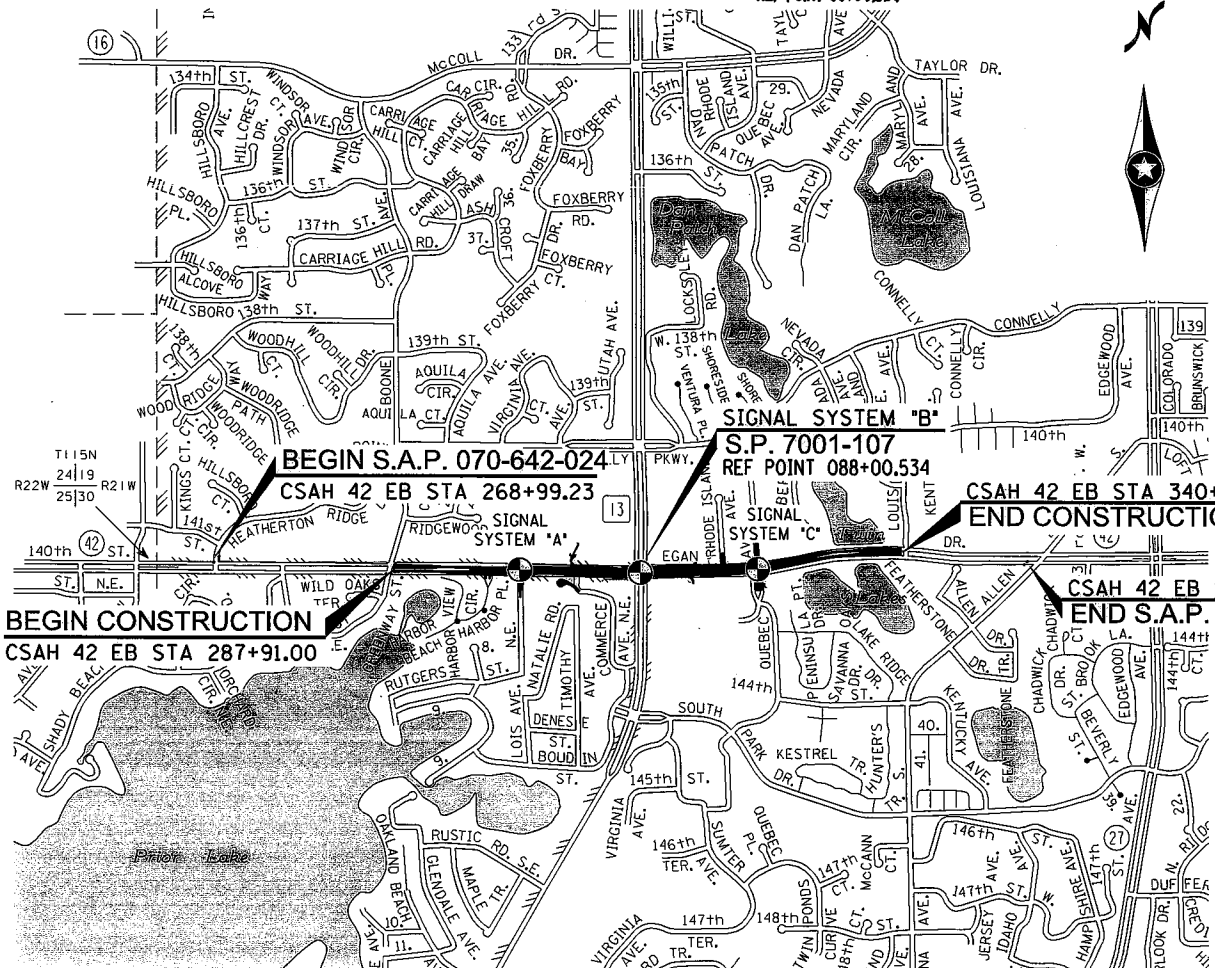
Geographical description: Beginning at the Northwest corner of Section 30, Township 115, Range 21, Scott county, Minnesota; thence easterly along the centerline of CSAH 42 (140th Street) NE 5,402.00 feet to the intersection of Allen Boulevard S and there terminating.

CSAH 42 (140th ST / EGAN DR)

S.A.P. 070-642-024 / S.P. 7001-107

GROSS LENGTH 8519.77 ft 1.614 miles
BRIDGES-LENGTH ft miles
EXCEPTIONS-LENGTH ft miles
NET LENGTH 8519.77 ft 1.614 miles

REF POINT 88+00.530



DESIGN DESIGNATION

CSAH 42 (140th ST / EGAN DR)
S.A.P. 070-642-024 / S.P. 7001-107

R VALUE = 15
ADT (Current Year) 2017 = 28,600
ADT (Future Year) 2037 = 39,400
D (DIRECTIONAL DISTR.) = 50/50
HADT (Future Year) 2037 = N/A

ESALS 2,918,000
DESIGN SPEED 50 MPH (1)
BASED ON STOPPING SIGHT DISTANCE
HEIGHT OF EYE 3.5' HEIGHT OF OBJECT 0.5'
DESIGN SPEED NOT ACHIEVED AT:
FUNCTIONAL CLASSIFICATION PRINCIPAL ARTERIAL
NO. OF TRAFFIC LANES 4
NO. OF PARKING LANES 0
SHOULDER WIDTH 8 FT
TON DESIGN 10
DESIGN EXCEPTION
(1) 45 MPH STA 322+26.94 TO STA 338+98.32

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY

SCOTT COUNTY PROJ. NO. 42-17

S.A.P. 070-642-024 / S.P. 7001-107 (TH 13=117) SHEET NO. 1.01 OF 1.65 SHEETS

GOVERNING SPECIFICATIONS

THE 2016 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST EDITION OF THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

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SECTION 11: SIGNING & STRIPING PLAN	11.01 - 11.17
SECTION 12: TRAFFIC SIGNAL PLAN	12.01 - 12.40
SECTION 13: RIGHT-OF-WAY PLAN	13.01 - 13.08
SECTION 14: CROSS SECTIONS - CSAH 42	14.01 - 14.55
CROSS SECTIONS - SIDE STREETS	14.56 - 14.66

SHEET 10.28 HAS BEEN DELETED.
THIS PLAN CONTAINS 438 SHEETS.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITHIN THE CONSTRUCTION OF THIS PROJECT.

WSB 701 Xenia Avenue South, Suite 300 • Minneapolis, MN 55416 • 763-541-4800 • Fax 763-541-1700 www.wsbeng.com
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SIGNATURE: TYPED OR PRINTED NAME: DONALD W. STERNA, P.E.
DESIGN ENGINEER: I HEREBY CERTIFY THAT THIS PLAN 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.

DATE: 11/21/17 LICENSE NUMBER 19103

APPROVED: DATE 12/19/17
APPROVED: DATE 12/19/17
APPROVED: DATE 1/3/18
RECOMMENDED FOR APPROVAL: METRO DISTRICT TRANSPORTATION ENGINEER DATE 1/3/18
RECOMMENDED FOR APPROVAL: DISTRICT TRAFFIC ENGINEER DATE 1/3/18
RECOMMENDED FOR APPROVAL: STATE PRE-SETTING ENGINEER DATE 2/8/18
OFFICE OF LAND MANAGEMENT APPROVAL: DIRECTOR LAND MANAGEMENT DATE 2/8/18
APPROVED: STATE DESIGN ENGINEER DATE 1/3/18
REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY DATE 1/3/18
STATE AID ENGINEER: APPROVED FOR STATE AID FUNDING DATE 1/3/18

I HEREBY CERTIFY THAT THE FINAL FIELD REVISIONS, IF ANY, OF THE PLAN WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE _____ REG. NO. _____

PLAN SYMBOLS

STATE LINE	---
COUNTY LINE	----
TOWNSHIP OR RANGE LINE	-----
SECTION LINE	-----
QUARTER LINE	-----
SIXTEENTH LINE	-----
RIGHT-OF-WAY LINE	-----
SLOPE EASEMENT	SE
PRESENT RIGHT-OF-WAY	-----
CONTROL OF ACCESS LINE	-----
PROPERTY LINES (EXCEPT LAND LINES)	-----
VACATED PLATTED PROPERTY	-----
CORPORATE OR CITY LIMITS	-----
TRUNK HIGHWAY CENTER LINE	-----
RETAINING WALL	-----
RAILROAD	-----
RAILROAD RIGHT-OF-WAY	-----
RIVER OR CREEK	-----
DRY RUN	-----
DRAINAGE DITCH	-----
DRAIN TILE	-----
CULVERT	-----
DROP INLET	-----
GUARD RAIL	-----
BARBED WIRE FENCE	-----
WOVEN WIRE FENCE	-----
CHAIN LINK FENCE	-----
RAILROAD SNOW FENCE	-----
STONE WALL OR FENCE	-----
HEDGE	-----
RAILROAD CROSSING SIGN	-----
RAILROAD CROSSING BELL	-----
ELECTRIC WARNING SIGN	-----
CROSSING GATE	-----
MEANDER CORNER	-----
SPRINGS	-----
MARSH	-----
TIMBER	-----
ORCHARD	-----
BRUSH	-----
NURSERY	-----
CATCH BASIN	-----
FIRE HYDRANT	-----
CATTLE GUARD	-----
OVERPASS (HIGHWAY OVER)	-----
UNDERPASS (HIGHWAY UNDER)	-----
BRIDGE	-----
BUILDING (ONE STORY FRAME)	-----
F - FRAME C - CONCRETE	-----
S - STONE T - TILE	-----
B - BRICK ST - STUCCO	-----
IRON ROD OR PIPE	-----
MONUMENT (STONE, CONCRETE, OR METAL)	-----
WOODEN HUB	-----
GRAVEL PIT	-----
SAND PIT	-----
BORROW PIT	-----
ROCK QUARRY	-----

UTILITY SYMBOLS

POWER POLE LINE	-----
TELEPHONE OR TELEGRAPH POLE LINE	-----
JOINT TELEPHONE AND POWER	-----
ON POWER POLE	-----
ON TELEPHONE POLES	-----
ANCHOR	-----
STREET LIGHT	-----
PEDESTAL (TELEPHONE CABLE TERMINAL)	-----
GAS MAIN	-----
WATER MAIN	-----
CONDUIT	-----
TELEPHONE CABLE IN CONDUIT	-----
ELECTRIC CABLE IN CONDUIT	-----
TELEPHONE MANHOLE	-----
ELECTRIC MANHOLE	-----
BURIED TELEPHONE CABLE	-----
BURIED ELECTRIC CABLE	-----
AERIAL TELEPHONE CABLE	-----
FIBER OPTICS	-----
SEWER (SANITARY OR STORM)	-----
SEWER MANHOLE	-----

SCALES

INDEX MAP	0 1000 2000
PLAN	0 50 100
PROFILE HORIZ.	0 50 100
VERT.	0 5 10
CROSS SECTION	0 10 20

AGREEMENT NO. 1028358

SCOTT COUNTY
SP 7001-107 (TH 13=117)
STATE FUNDS
METRO DISTRICT

DESIGN DESIGNATION
BICYCLE DESIGN (TRIALS)

DESIGN SPEED 20 MPH
BASED ON STOPPING SIGHT DISTANCE
HEIGHT OF EYE 4.5' HEIGHT OF OBJECT 0.0'

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 3802, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

PRIOR LAKE – SPRING LAKE

WATERSHED DISTRICT

Permit #18.02 Report

Staff Review of Application for Permit

Project Name: CSAH 42 Improvements – Heatherton Ridge to TH13

Applicant: Scott County Highway Department

Exhibits: Excerpt from Construction Plans: Sheet 1
*Note: Full plans and Hydraulic Report available online at:
<https://goo.gl/RUcdga>.*

Date of this Report: April 4, 2018

Date of Board Meeting: April 10, 2018

Introduction

The Scott County Highway Department proposes to complete a road improvement project that includes 0.48 miles of bituminous mill overlay and 0.36 miles of sidewalk along County Road 42, as well as retaining walls, sanitary sewer, watermain, storm sewer and stormwater management improvements, trails, ADA improvements. The site is located within the Cities of Prior Lake and Savage, in Scott County, MN.

The overall project stretches along County Road 42 from Heatherton Ridge Drive to Allen Boulevard. However, only a portion of the project is located within PLSLWD political boundaries, starting at Heatherton Ridge Drive and extending east along County Road 42 to Highway 13.

Notice to Adjacent Landowners

On March 30, 2018, the District mailed a notice of the permit application and its scheduled consideration at the April 10, 2018 board meeting. This notice was mailed to landowners within 500 feet of the planned improvements.

Note to Permit Applicant:

This report is not a permit. If the District Board approves the project, the applicant must then obtain a permit through the District staff.

Proposed Plan and Analysis

The proposed project entails bituminous mill overlay, sidewalk, sanitary sewer, water main, storm sewer, trails, and ADA improvements along CSAH 42. The proposed project will create a net increase of 1.07 acres of impervious surface area compared to previous conditions.

General Standards: Land Disturbance (Rule C)

Land disturbance for the project will be limited to public right-of-way areas along the public roads. The project design includes temporary and permanent best management practices (BMPs) to fulfill the District requirements.

Stormwater Management (Rule D)

District rate control and water quality treatment requirements for the proposed project are addressed by two existing regional ponds: Pond 1 which is located to the north of County Road 42 to the west of Boone Avenue, and Pond 3 which lies north of County Road 42 to the west of Highway 13. These ponds meet the rate control requirement for the 2-, 10- and 100-year, 24-hour events. Pond 3 is proposed to be excavated to create additional dead storage to meet water quality treatment requirements.

The net increase in impervious surface within the District is 1.07 acres. Per District Rule D.3.c, the project is required to provide volume control in the amount of 1.0 inches over the new impervious surface (0.089 acre-ft or 3,885 cubic-ft). The proposed stormwater management plan includes two infiltration systems, one of which is located within the District to the south of County Road 42 in the area formerly occupied by the Commerce Avenue entrance. The proposed infiltration system provides more volume control than is required by the District Rules. There is a potential volume control credit of 4,626 cubic feet.

The County is requesting that the Board allow the volume control credits to be used towards future projects. As no potential projects have been identified at this time, it is recommended that the credits be placed towards future use

Erosion and Sediment Control (Rule E)

A Stormwater Pollution Prevention Plan (SWPPP) will be implemented to meet NPDES requirements. An erosion control plan has been submitted and deemed acceptable by the district engineer. The plans include inlet protection at catch-basins, silt fence downslope of disturbed areas adjacent to water features and downslope of graded slopes, erosion control blanket and seeding of disturbed shoulders, a rock construction entrance, and riprap at storm sewer outfalls.

Wetland Alteration (Rule G)

There are no proposed permanent wetland impacts associated with this project.

Watershed District Board Decision:

The application was initially received on March 26, 2018 and determined to be complete on March 30, 2018. To meet the procedural requirements of Rule B and Minnesota Statutes Section 15.99 regarding time deadlines for Board action, the Board must make a decision to:

- 1) approve or deny the permit application by May 25, 2018
- or-
- 2) provide written notice to the applicant of an extension of the 60-day period and state the reasons for the extension and its anticipated length, which may not exceed 60 days unless approved by the applicant.

Options for Action:

1. Approve the application subject to the conditions noted herein.
2. Table the item until a future date specified and provide the applicant with direction on the issues that have been discussed.
3. Deny the application, stating the reasons for the denial.
4. Other specific actions as directed by the Board of Managers.

Staff Recommendation:

District staff recommends Option 1, that the project be approved subject to the application submitted, the supplemental information submitted by the applicant's engineer, and with the conditions noted below.

Action Required:

A motion authorizing PLSLWD staff to issue a permit, subject to the following conditions:

1. The permittee shall obtain all other required permits and approvals.
2. The permittee shall supply the District an as-built survey within 35 days of completion of the initial installation. The District shall review this survey as a part of the certificate of completion for the project.
3. The District will waive the requirement for a permit fee deposit.
4. A security deposit (surety) will be required from the contractor in the amount of \$1,000/acre of disturbed area within the District prior to the issuance of the permit.
5. The permittee is responsible for the stabilization and maintenance of the adjacent areas disturbed by the construction.
6. The permittee will provide contact information for the responsible erosion control contractor before the permit will be issued. The permittee will contact the District prior to beginning any and all construction activity for an initial SWPPP inspection.
7. The permittee shall supply a revised Infiltration System #1 design with a material specification for the rock storage layer that is free of fines.
8. The permittee shall submit to the District for review and approval the proposed method for testing of infiltration rates and the testing results for Infiltration System #1 prior to construction of the system. If testing indicates infiltration is not feasible, the permittee will obtain approval from the District of plan revisions to address the volume control standards via filtration.

Should the Board decide to approve the request by the County to receive credit for excess volume control per existing Rules, staff recommends adding the following condition:

9. The permittee will work with the District to execute a legal instrument or binding document by the District to memorialize the County and the District's agreement to apply excess volume control credits created for this permit project under current Rules towards future potential projects. Credits will only be used if the anticipated new rule criteria for stormwater credits are included in upcoming Rule revisions for the District and are adopted within one year of permit approval. Any future projects receiving the credit will have to meet the requirements of the future Rule revisions.

Project Name	PLSLWD 2010-2019 Water Resources Management Plan	Date	4-5-2018
To / Contact info	PLSLWD Board of Managers		
Cc / Contact info	Diane Lynch, District Administrator		
From / Contact info	Carl K. Almer, Joe Pallardy		
Regarding	Minor Plan Amendment for Upper Prior Lake Alum Treatment		

Proposed Redlines

The following text describes proposed redlines (additions) to the PLSLWD 2010-2019 Water Resources Management Plan.

1. Added text to subsection 3.2.1.2 which provides a description of the in-lake phosphorus management plan developed in 2017 by EOR. Added text is *italicized* in the revised subsection 3.2.1.2 below.
2. Added a *new* subsection (4.2.1.6) within section 4.2.1 (Capital Improvement Projects) of the Management Plan. Added text is *italicized* in the new subsection 4.2.1.6 below.
3. Updated Table 4.1 with the capital improvement costs associated with implementation of the Upper Prior Lake Internal Load Management Project.
4. Added a new Appendix L – the Upper Prior Lake In-Lake Phosphorus Management Plan (EOR, 2017).
5. Other – minor typos and errors identified in the existing plan table of contents, pagination, etc.

Schedule of Events

Tasks	Estimated Schedule
Plan Revisions – Draft changes to the Plan as described above.	4/5/2018
Board Authorization to Issue and Set Hearing – Action by Board to issue for 30-day comment period and schedule public hearing.	4/10/2018
Submit Amendment for 30-day Comment – Submit to PLSLWD citizen advisors, municipalities, Scott County, Scott County WMO, Scott SWCD, appropriate state review agencies, the Metropolitan Council and BWSR	4/13/2018
Public Notice to PLAM – Prepare notice and run notice in PLAM 4/21 and 4/28 issues (at least 7 and 14 days in advance of public hearing)	4/16/2018
Public Hearing	5/8/2018
End of 30-day Comment Period (32 days)	5/15/2018
Response to Comments – Prepare response in writing to any concerns raised by reviewers.	5/25/2018
Submit Revised Amendment – Submit revised amendment to reviewers.	5/25/2018
Submit for Approval – Submit final revised amendment to BWSR Board Conservationist for approval.	5/25/2018
Adoption – Board adoption	6/12/2018

Requested Board Action

Accept draft plan redlines, authorize distribution for 30-day comment period, and schedule the public hearing on May 8th, 7pm, City of Prior Lake Council Chambers.

3.2.1.2 Lake Management Plans and TMDLs

A Sustainable Water Quality Management Plan for Spring and Prior Lakes was completed in 2004. In 2006 a Sustainable Lake Management Plan was completed for Fish Lake. The District's Water Resources Management Plan incorporates by reference both of these plans, which are available for review at the District office or website. No additional lake management plans are contemplated during this ten year planning period.

In addition to developing lake management plans, the District intends to facilitate the development of TMDL studies and implementation plans for impaired waters within the watershed, which are shown in Table 3.1. It is expected that the MPCA will fund these TMDLs. A nutrient TMDL for Spring and Upper Prior Lakes was completed in 2011, and the implementation plan was completed in 2012.

In 2016, the Board authorized investigations into the extent and how to address internal phosphorus loads impacting Upper Prior Lake. EOR developed a chronological progression of steps whereby carp numbers were first reduced (through harvest) and stabilized (using fish barriers). Once carp numbers are reduced, the lake will be treated with a customized Alum dose designed to treat specific areas with the highest releasable phosphorus content. Because Upper Prior Lake already has significant populations of two undesirable invasive species, curly leaf pondweed and Eurasian watermilfoil, it is very likely that these species will proliferate in a clearer water environment created by the alum treatment. As a result, EOR prepared a review of aquatic plant management options for managing these species.

4.2.1.6 Upper Prior Lake Internal Load Management Project

Need: With upstream treatment of Spring Lake with alum to reduce internal nutrient loading, lower concentrations of phosphorus are reaching Upper Prior Lake. However, as past studies have indicated, there is still an internal reservoir of phosphorus in Upper Prior Lake that continues to hinder the improvement of water quality in the Lake. Water quality data collected from 2002 to 2015 shows that average annual surface water phosphorus and chlorophyll-a concentrations are decreasing; however, summertime spikes in phosphorus and chlorophyll-a concentrations are still noted annually which are correlated with algae blooms and perceived poor water quality. These seasonal trends are heavily correlated with loads derived from internal sources including loads derived from the release of phosphorus from the sediment in areas of the lake that go anoxic during the summer.

Scope: The Upper Prior Lake In-Lake Phosphorus Management Plan identified several potential sediment phosphorus management options most applicable to Upper Prior Lake, including a customized alum application. A weight of evidence approach was used to provide the background information needed to clearly identify two distinct treatment zones with different concentrations in observed releasable phosphorus (RP) content. Treatment zone 1 (230 acres)

Funding	
Amounts (\$1,000)	
2010	0
2011	0
2012	0
2013	0
2014	0
2015	0
2016	0
2017	0
2018	0
2019	450
Total	450
Sources	

requires the application of 384,000 gallons of alum at an average alum dosing rate of 1,670 gallons per acre. Treatment zone 2 (43 acres) requires the application of 78,000 gallons of alum at an average alum dosing rate of 1,800 gallons per acre (462,000 gallons total). The average alum dosing rates are reflective of observed RP concentrations in each Treatment zone. The total dose will be split into two applications to address future contributions from the breakdown of labile organic phosphorus; controlling labile phosphorus represents a commitment to extending the life expectancy of the alum treatment. This project includes funding for the first of the two planned alum dosing applications.

The District has set aside \$120,000 to meet the 25% cash match requirement for BWSR Clean Water Fund (CWF) Grants. The District will apply for BWSR CWF dollars in the fall of 2018 to offset the remaining costs of an alum treatment to be conducted in 2019.

Table Error! No text of specified style in document..1. Prior Lake-Spring Lake Watershed District 2010-2019 Implementation Plan.

		Cost per Year (per \$1,000)										Goals				
		2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	Efficiency and Effectiveness	Education	Recreation, Aesthetics, Habitat	Phosphorus Reduction (lb/year)	Volume Reduction (acre feet)
Capital Projects	4.2.1.1 Public infrastructure partnership projects	50	50	50	75	75	75	75	75	75	75	X	X	X	X	X
	4.2.1.2 Storage and Infiltration Projects	35	35	35	35	35	35	35	35	35	35			X	60	60
	4.2.1.3 Identify and Mitigate Channel Erosion	4	4	4	4	4	4	4	4	4	4	X		X	X	
	4.2.1.4 Upper Prior BMP Retrofit			41								X	X	X	X	X
	4.2.1.5 Spring Lake Internal Load Management Project			25	500		5	250		5	250				4,200	
	4.2.1.6 Upper Prior Lake Internal Load Management Project										450				2,500	
	4.2.1.7 CD 13 Ferric Chloride Redesign				255										X	
	4.2.1.8 County Roads 12 and 17 Wetland Restoration				80	180						X		X	X	X
	4.2.1.9 Buck Lake Channel Chemical Treatment System*				60	140	280								300	
	4.2.1.10 Spring Lake Outlet Channel Easement Acquisition				30							X				
	4.2.1.11 Spring Lake Outlet Channel Restoration						50	50					X	X	X	
	4.2.1.12 Lower Prior Lake Retrofit BMP Study and Projects		39	56	25	25	25	25	25	25	25		X	X		
	4.2.1.13 CD 13 In-Line / Parallel Treatment*								150			X			X	
	4.2.1.14 Arctic Lake Restoration					100						X		X	X	
	4.2.1.15 Biological Nutrient Removal*						300					X			X	
	4.2.1.16 Implement Fish Lake TMDL Implementation Plan										25		X	X	X	
	4.2.1.17 Implement Pike Lake TMDL Implementation Plan										25		X	X	X	
	4.2.1.18 Buck Lake Channel and Lake Restoration						60	60	60	60	60			X	X	
	4.2.1.19 Buck Lake Dredge							2,100							X	
	4.2.1.20 Ducks Unlimited Weir/BMP*							150						X	X	X
	4.2.1.21 Fish Lake Internal Load Management								300						X	
	4.2.1.22 CD 13 Wetland Dredge									600					X	
	Subtotal	89	128	211	1,064	559	534	649	649	804	949				7,060	60
Operations and Maintenance	4.2.2.1 Cost-share Incentives	30	30	30	65	150	150	150	150	150	150		X	X	X	X
	4.2.2.2 Property Tax Incentive Program				30	10						X	X	X		
	4.2.2.3 Highway 13 FeCl System Operation and Maintenance	25	75	25	25	25	25	25	25	25	25				X	
	4.2.2.4 Conservation Drainage Pilot Project				5	15	10	5	5						X	X
	4.2.2.5 Aquatic Vegetation Management	5	5	5	5	5	5	5	5	5	5			X	X	
	4.2.2.6 Fish Management, Rough Fish Removal			15	20	20	20	20	20	20	20			X	X	
	4.2.2.7 CD 13 In-Line Treatment Operation and Maintenance								7	7					X	
	4.2.2.8 Biological Nutrient Removal Operation and Maintenance						15	15	15	15					X	
	4.2.2.9 Buck Lake Channel Chemical System Operation and Maintenance						25	25	25	25					X	
	4.2.2.10 Ducks Unlimited Weir/BMP Operation and Maintenance								2	2	2			X	X	X
	Subtotal	60	110	75	150	225	210	230	232	234	234				-	-

PRIOR LAKE – SPRING LAKE

WATERSHED DISTRICT

REGULAR MEETING MINUTES

Tuesday, March 13, 2018

Prior Lake City Hall

6:00 PM

Members Present: Curt Hennes, Charlie Howley, Mike Myser & Fred Corrigan

Members Absent: Woody Spitzmueller

Staff & Consultants Present: Diane Lynch, District Administrator
Maggie Karschnia, Water Resources Project Manager
Jaime Rockney, Water Resource Specialist
Jeff Anderson, Water Resource Technician
Carl Almer, EOR, District Engineer

Others Present: Steve Pany, CAC
John Craig, Resident
Troy Kuphal, SWCD

- **CALL TO ORDER/PLEDGE OF ALLEGIANCE:** Meeting called to order by President Corrigan at 6:01 PM.
- **2.0 PUBLIC COMMENT:** None
- **3.0 APPROVAL OF AGENDA:**
Manager Myser moved to approve the agenda. Second by Manager Hennes. All ayes. Motion passed 4-0.

OTHER OLD/NEW BUSINESS

- **4.1 INTRODUCTION OF NEW STAFF, JEFF ANDERSON, WATER RESOURCE TECHNICIAN**
Jeff Anderson introduced himself, giving some background information. Welcome to the District Jeff!
- **4.2 MANAGER PRESENTATIONS:**
Managers presented on liaison meetings they have attended and/or other events in the District they have participated in.

- **4.3 ANNUAL COST SHARE DOCKET, SWCD**

Manager Hennes moved to approve the Annual Cost Share Docket with the SWCD. Second by Manager Myser. All ayes. Motion passed 4-0.

- **4.4 SWCD SERVICE AGREEMENT AND SCOPE OF WORK**

Manager Howley moved to approve the Service Agreement and Scope of Work with the SWCD. Second by Manager Hennes. All ayes. Motion passed 4-0.

- **4.5 AQUATIC VEGETATION SURVEY PRESENTATION:**

Steve McComas, Blue Water Science, presented on the 2017 Vegetation Surveys he worked on for the District.

- **4.6 PROGRAMS AND PROJECTS UPDATE:**

Staff gave updates on ongoing District projects and activities.

- **4.7 SEDIMENTATION AT SPRING LAKE WEIR:**

Manager Hennes moved to approve the action of directing Staff to contact the County to discuss further maintenance responsibilities. Second by Manager Myser. All Ayes. Motion passed 4-0.

- **4.8 CAC APPOINTMENT OF MARIANNE BREITBACH:**

Manager Hennes moved to approve accepting Marianne Breitbach's application to become a member of the Citizen's Advisory Committee, for the Watershed District. Second by Manager Howley. All ayes. Motion passed 4-0.

- **4.9 ACCEPTANCE OF CONTRACT FOR 2018 SPRING LAKE ALUM TREATMENT:**

No action taken. One bid received and was rejected. Out for second bid.

- **4.10 MINOR PLAN AMENDMENT FOR UPPER PRIOR ALUM TREATMENT:**

Manager Myser moved to approve the Minor Plan Amendment. Second by Manager Hennes. All ayes. Motion passed 4-0.

- **5.0 APPROVAL OF CONSENT AGENDA**

Manager Howley voted to approve the consent agenda. Second by Manager Myser. All ayes. Motion passed 4-0.

- **6.1 CLAIMS LIST**

Manager Hennes moved to approve the claims. Second by Manager Myser. All ayes. Motion passed 4-0.

- **7.0 UPCOMING MEETINGS/EVENTS**

- CAC Meeting, Thursday, March 29 from 6:30-8:00 PM, Prior Lake City Hall
- CWCU: Sunday, April 22 from 12:30 – 2:20 PM. Rain Event April 29th.

ADJOURNMENT

Manager Myser moved to adjourn meeting. Second by Manager Hennes. All ayes. Motion passed 4-0. Meeting adjourned.

Charlie Howley, Secretary

PRIOR LAKE – SPRING LAKE

WATERSHED DISTRICT

WORKSHOP MEETING MINUTES

Tuesday, March 13, 2018

Prior Lake City Hall

Members Present: Curt Hennes, Woody Spitzmueller, Charlie Howley, Fred Corrigan & Marianne Breitbach

Staff Present: Diane Lynch and Kathryn Keller-Miller

Others Present: Jim Fitzsimmons, SWCD; Annette Thompson, Prior Lake; Glenn Kelley, Spring Lake TS; Troy Kuphal, SWCD, Carl Almer and Mike Myser.

The meeting was called to order by Marianne Breitbach, VP, at 4:30 p.m.

Introduce Mike Myser

Mike Myser was introduced as the new Board Manager, to be sworn in at the full board meeting.

Cost Share Docket and 2017 SWCD Activities

Troy Kuphal, District Director, SWCD, reviewed the draft 2018 Cost Share Docket as well as activities completed under the SWCD's 2017 contract.

Emerging Issues

Staff suggested that the LMC be invited to update the managers on the Open Meeting Law at one of the upcoming workshops.

Charlie Howley, Secretary

PRIOR LAKE – SPRING LAKE WATERSHED DISTRICT

Prior Lake-Spring Lake Watershed District

Citizen Advisory Committee

Thursday March 29, 2018

6:30 p.m.

Prior Lake City Hall

Our mission is to manage and preserve the water resources of the Prior Lake-Spring Lake Watershed District to the best of our ability using input from our communities, sound engineering practices, and our ability to efficiently fund beneficial projects which transcend political jurisdictions.

The Prior Lake-Spring Lake Watershed District Citizen Advisory Committee (CAC) consists of residents who provide input and recommendations to the Board on projects, reports, prioritization and act as the primary interface for the Board to address the current issues of concern of the local citizens

Attendees:

CAC Members present: Steve P., Kim S., Jodi S., MariAnne Breitbach, Elizabeth S

Others present: District Manager: Mike Myser, Julie Myser: Prior Lake Association and Kathryn Keller-Miller, PLSLWD

- I. Call meeting to order 6:30pm – Chair Steve Pany
- II. Welcome Marianne Breitbach to CAC
- III. Agenda-additions-Approval of Agenda & February meeting minutes. Approved minutes. Approved agenda.
- IV. Watershed District Projects update / Discussion topics:
 1. Sunday's article regarding tiling on Minnesota farmlands –
 - a. The author suggested why the tiling happens without much oversight and how impactful it is to the water runoff – and the suggestion to form a citizens advisory group to help the DNR with regulating this activity.
 - b. Discussion around tracking and monitoring.
 - c. What about better tiling practices and routing where the water flows/or hold it back to let it out gradually?
 - d. Many water quality groups that do not monitor groundwater
 2. Carp seining outlook Upper Prior Lake.
 - a. Will likely not happen this winter. If everything aligns will conduct in spring in open water.
 - i. Having one seiner permitted is still being looked at by lobbyists.
 - ii. At lake Volney Steve experienced asking DNR to send someone out who would sein. If the person asked declined, then went back to DNR to get another person to contact.
 - b. Other items – carp barrier by Northwood area and Spring Lake to Upper Prior Lake channel and Fremont to Artic Lake. No dates for implementation to Northwood and Spring lake to Upper Prior Lake
 - c. Suggestion made to check and see if the water is shallow enough to use other means to capture carp when they are schooling. Seining provides more quantity vs. shocking.
 - d. Any thoughts cleaning the bottom of mud bay and then proceed to seine there?
 - e.
 3. Alum application schedule Spring Lake.
 - a. Bids are in; board will approve contractor/contract at April meeting
 - b. Planned to happen early May
 4. Steve McComas' report. Native aquatic plant comeback Spring Lake.
 - a. We did the alum treatment to help water quality
 - b. Took out majority of the carp to help water quality

- c. Per Steve, native plant come back is good.
 - d. Side note: Lower Prior has 15 native species
- 5. Raymond Park update.
 - a. Finished the work last fall
 - b. This year will be continued maintenance
 - c. Some educational interpretive signs.
 - d. Limited parking, with no means to expand
- 6. Water levels / outlet channel.
 - a. Prior Lake at 902.45 with the channel flowing and the low flow gate is open.
 - b. A few weeks ago, some culverts blocked by ice, so the city of Shakopee went out to open them up.
- 7. Sand Point Beach Park improvement project with City of PL, details / timeline.
 - a. Filtration ponds were not working the best and they will have a retro fit.
 - b. Plans to replace some of the trees.
 - c. Path up the neighborhood might be getting a redo to eliminate phosphorous to the lake.
- 8. Watershed District, general description of positions and job responsibilities.
 - a. Jeff Anderson hired and will be doing monitoring, sampling, permitting and permitting inspections.
 - b. Other positions have been re-defined.
 - c. 2 interns will come on board for the summer to work on permits and easements.
 - d. Need to make sure the updated recording of the manager's board meeting is posted to the website.
- 9. District's urban cost-share program & volunteers for our monitoring program
 - a. Precipitation rain gauge monitoring – rain and snow (melt down to measure liquid).
 - b. Aquatic plant mapping is also an option that needs volunteers.
 - c. Ice on/Ice off volunteers – especially on the smaller lakes.
- 10. Upcoming classes / events lakes and water.
 - a. Steve will be checking to see if he can register last minute to The State of Water Conference.
 - b. Restore Your Shoreline workshop is scheduled on 4/17.
 - c. Cost sharing programs are still offered by the watershed for rain barrels and irrigation from the lake.
- 11. Prior Lake Association has new board members. Julie discussed the changes.
 - a. New website
 - b. Dive the lake is trying to be revived.
 - c. April 21, from 3-6pm at the Pointe; Ice out celebration
 - d. Bouy's are part of Prior Lake Association and the Sherriff.
- 12. Spring Lake Annual meeting. 5:30-8:00 p.m. Sunday 4/22 at the Wilds club.
 - a. Prior Lake Association is consulting with Spring Lake Association to see if they can do some shared programs
- 13. Clean Water Cleanup date April 22 with alternate date April 29.
- 14. MAWD previous meeting- suggestion made to meet with their CAC and do some idea sharing.
- 15. Next CAC meeting April 26, 2018.
- V. Comments, suggestions, questions.
- VI. Adjourn 7:35pm

4/10/2018
Prior Lake Spring Lake Watershed District
Claims list for Invoice Payments due for the prior month

Managers will consider approving this claims list - Staff payroll and Manager per diems have already been paid via ADP.

After the managers vote, two Managers will sign checks within three days of the meeting for approve claims.

Then, staff will US mail checks (written on the Klein Bank) to the claims list parties.

Staff will request that all vendors provide information on their invoices to fit into the categories below

UPDATED 4/5/2018

Vendor	Invoice	Description	Amount
<u>1. Watershed District Projects (excluding staff payroll)</u>			
Barr Engineering	23701076.00 2	Spring Lake Alum Phase 2	3,666.58
Barr Engineering	23701076.00 1	Spring Lake Alum Phase 2	3,003.50
C Map	135004	Biobase Subscription	2,500.00
City of Prior Lake		Street Sweeper	10,000.00
DVS Renewal		Tabs for District Vehicle	51.00
EOR	00758-0017	General Engineering	820.42
EOR	00758-0015	Permitting	3,608.42
EOR	00758-0017	Storage & Infiltration	112.25
EOR	00758-0096	Lower Prior Lake Protection Project	222.25
EOR	00758-0018	LGU Plan Review	123.00
EOR	00758-0018	Rule Revisions	1,230.42
EOR	00758-0018	Minor Plan Amendment	500.75
EOR	00758-0018	BMP Easements	164.00
MN Pollution Control Agency	10000053080	Ferric Chloride Facility	1,230.00
Xcel Energy	586065542	March	12.88
			27,245.47
<u>2. Outlet Channel - JPA/MOA (excluding staff payroll)</u>			
EOR	00758-0119	2018 PLOC XP-SWMM Updates	164.00
EOR	00758-0113	MOA Alternatives Assessment	1,407.92
EOR	00758-0102	FEMA Segment 5 Sediment Removal	272.25
EOR	00758-0038	PLOC Engineering Assistance	2,163.75
EOR	00758-0115	PLOC MOA Revisions	1,295.25
Messerli & Schadow		March	1,900.00
			7,203.17
<u>3. Payroll, Office and Overhead</u>			
ADP Manager Per Diems		Already Paid	721.42
ADP Staff Payroll		Already Paid	17,772.04
ADP Taxes & Benefits		Already Paid	11,103.54
Connexus Credit Union		Health Savings Account	115.38
H SA Bank		Health Savings Account	115.38
Iceberg Web Design	23377	Website Hosting	29.99
Messerli & Schadow		March	2,188.75
Metro Sales	1041545	Contract Invoice	110.60
Patrick Ermer		Computer Support	250.00
			32,407.10
<u>4. Debt repayment and Interest</u>			
Northland Trust Services		Principal	
Northland Trust Services		Interest	
			0.00

TOTAL

66,855.74

X _____

X _____

PRELIMINARY AND TENTATIVE

PRIOR LAKE SPRING LAKE WATERSHED DISTRICT Financial Report - Cash Basis January 1, 2017 Through December 31, 2017 **FINAL**

Administrative Salaries and Benefits

703 · Telephone & Internet

706 · Office Supplies

709 · Insurance and Bonds

670 · Accounting

671 · Audit

903 · Dues/Fees/Subscriptions

660 · Legal (not for projects)

Administration

Program Salaries and Benefits (not JPA/MOA)

Public Infrastructure Partnership Projects

Storage & Infiltration Projects

Alum Internal Loading Reserve

County Rd 12/17 wetland restoration

550 Capital Projects

Ag/Farmer Initiatives and Farmer Led Council

Identify and Mitigate Channel Erosion

Cost-Share Incentives

Highway 13 Wetland, Fecal system & Desilt, O&M

Aquatic Vegetation Mgmt (13,000 is grant)

Fish Management, Rough Fish Removal

611 Operations & Maintenance

Engineering not for programs

Planning and Program Development

Spring/Upper Prior Lake TMDL Implementation Plan

LGU Plan Review

District Plan Update

Feasibility Reports

626 Planning

District Monitoring Program

Automated Vegetation Monitoring

Aquatic Vegetation Surveys

District-wide Hydraulic & Hydrologic model

Zebra Mussel/AIS Detection/Monitoring/Prevention

Wetland Restoration and Wetland Bank

637 Monitoring & Research

Permitting and Compliance

Permitting and Compliance income

Non-project Reg. Reporting, Rules & Stand. Rev.

BMP and easement inventory & inspections

648 Regulation

MS4 Education program

Prior Lake-Savage Schools partnerships

CAC

652 Education & Outreach

Fish Point Park Retrofits

Lower Prior Retrofit BMP Study/Proj (\$47,000 is grant)

Less Grant reimb.

Raymond Park Grant

Less Grant reimb.

Carp Management/Removal (\$22,500 is grant)

Less Grant reimb.

Capital Projects--Grants

PLOC Restoration, Maintenance & Monitoring

Bond Payments

Budget excluding JPA/MOA expenses

JPA/MOA Expenses

Less budgeted FEMA grant

Total organization budget

405 General	509 Projects	Debt Service	Held for Future Use		Annual 2017 Budget	Budget Adj	Monthly Paid Expenses	YTD Paid Expenses	Percent Spent
108,550					108,550		6,018	123,380	
12,000					12,000		1,900	12,974	
5,000					5,000		6,372	20,079	
6,000					6,000		(1,098)	5,805	
20,000					20,000		2,860	23,965	
7,500					7,500		-	7,428	
13,000					13,000		626	8,958	
1,000					1,000		-	1,560	
173,050					173,050	-	16,678	204,149	117.97%
	185,200				185,200	-	29,764	225,626	121.83%
	43,000				43,000		1,524	44,048	
	45,000				45,000		6,291	17,573	
-			110,000		110,000		-	110,000	
	5,000				5,000		-	2,656	
-	93,000	-	110,000		203,000	-	7,815	174,277	85.85%
	30,000				30,000		10,367	16,062	
	3,000				3,000		-	-	
	60,000				60,000		13,233	66,022	
	57,800				57,800		16,283	51,386	
	13,000				13,000		-	874	
	25,828				25,828		2,288	12,915	
-	189,628	-	-		189,628	-	42,171	147,259	77.66%
	20,000				20,000		1,042	9,112	
	-		All Salaries		0		135	961	
	1,000				1,000		-	5,472	
	5,000				5,000		-	322	
	1,500				1,500		-	1,127	
	15,575				15,575		-	43	
-	43,075	-	-		43,075	-	1,177	17,036	39.55%
	95,400				95,400		64,336	101,549	
	3,500				3,500		-	3,770	
	17,000				17,000		-	-	
	9,500				9,500		-	2,801	
	-		All Salaries		0		-	12	
	22,000				22,000		-	-	
-	147,400	-	-		147,400	-	64,336	108,132	73.36%
	4,000				4,000		1,455	18,490	
	-				0		(12,262)	(12,262)	
	15,000				15,000		2,937	8,109	
	3,000				3,000		23	6,146	
-	22,000	-	-		22,000	-	(7,847)	20,484	93.11%
	8,000				8,000		849	8,857	
	-		All Salaries		0		-	-	
	2,500				2,500		2,000	2,000	
-	10,500	-	-		10,500	-	2,849	10,857	103.40%
	4,000				4,000		355	3,344	
	93,000				93,000		4,464	30,953	
							(19,133)	(19,133)	
	-				0		23,440	23,843	
	-				0		(22,000)	(22,000)	
	40,500				40,500		7,906	52,372	
	-				0		(30,366)	(30,366)	
-	137,500	-	-		137,500	-	(35,333)	39,014	28.37%
	124,000				124,000	-	-	123,098	99.27%
		161,375			161,375	-	-	161,375	100.00%
173,050	952,303	161,375	110,000		1,396,728	-	121,609	1,231,307	88.16%
					1,096,686	-	30,119	259,905	23.70%
					(723,000)				
					1,770,414	-	151,729	1,491,212	84.23%

No assurance is provided on this statement.

This statement omits required disclosures.

This statement is prepared on the cash basis of accounting.